

NORTHAVEN UNITED METHODIST CHURCH

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BUILDING USE POLICY AND PROCEDURES

I. POLICY

Northaven United Methodist Church (NUMC or the Church) makes its facilities available to NUMC-sponsored groups and organizations, as well as to persons and groups outside of NUMC, to help fulfill the mission of NUMC and serve the needs of the local community and our society at large. In so doing, we are called by God to be good stewards of the property and resources with which we have been entrusted. In order to use our facilities most effectively to carry out the mission and ministry of NUMC and to make our facilities available to as many groups as possible, consistent with such mission and ministry, the NUMC Board of Trustees has developed these Building Use Policy and Procedures. We expect this to be a living document that will change from time to time as the members of NUMC grow in God's love and strive to meet the changing needs of our congregation, community and world.

All use of NUMC facilities must be consistent with the mission and ministry of the Church. Generally, NUMC seeks to recover costs associated with the use of Church facilities by outside parties. However, the recovery of costs is to be aligned with the ministry of the Church, and may be waived under certain circumstances. Any risk associated with the use of Church facilities by an outside party must be deemed acceptable by the Church and consistent with the ministry of NUMC. Any zoning, permit or other regulatory issues raised by a proposed use of NUMC facilities must be resolved by the outside party planning the use, after approval by the NUMC Board of Trustees. Finally, use of Church facilities by outside parties must not have harmful tax consequences to NUMC.

II. PROCEDURES

A. Scheduling and Reservations; Conflicts

All requests for building use must be scheduled through the NUMC Office Manager and placed on the NUMC master calendar as provided in these Procedures. If there is a conflict between two or more building use requests, the event that was first placed on the NUMC master calendar will be entitled to priority, as long as the event was properly scheduled and approved in accordance with these Procedures.

B. Priority for Building Use

If two or more conflicting requests for use of the building are received by the NUMC Office Manager before the master calendar has been filled for the requested time or date, use of the building will be determined according to the following order of priorities:

1. **NUMC Ministry Events**. NUMC worship services, meetings, programs and activities (including those of the Northaven Co-operative Preschool) will have first priority. These must be scheduled through the Office Manager and placed on the NUMC master calendar at least one week before the desired date of use.
2. **Other United Methodist Church Activities**. Other United Methodist Church (UMC)-related activities will have second priority. These activities must be scheduled through the Office Manager and placed on the NUMC master calendar at least one week before the desired date of use.
3. **Outside Sponsored Activities**. Activities sponsored by NUMC members or ministry groups, including groups that receive NUMC Human Development funds, will have third priority. These activities must be scheduled through the Office Manager at least one month before the desired date of use, and will be placed on the NUMC master calendar only if there are no conflicts with previously-scheduled NUMC or other UMC-related activities. The Trustees must approve in advance all Priority 3 requests for:

- (a) regular or recurring building use, and
- (b) events to be scheduled more than 90 days in advance.

Individual Priority 3 requests for building use less than 90 days out may be scheduled by the Office Manager, after conferring with the Chairperson or other officer of the Trustees, if there are no conflicts with previously-scheduled NUMC or other UMC-related activities.

4. Outside Groups. Activities sponsored by organizations and groups outside of NUMC will have last priority. These activities must be scheduled through the Office Manager at least one month before the desired date of use, and will be placed on the NUMC master calendar only if there are no conflicts with previously-scheduled events having a higher priority. The Trustees must approve in advance all Priority 4 requests for:

- (a) new or previously unapproved building use,
- (b) regular or recurring building use, and
- (c) events to be scheduled more than 90 days in advance.

C. Building Use Request Form; Other Arrangements

Before using NUMC buildings or facilities, all groups must fill out, sign and deliver to the Office Manager a Building Use Request Form in the form attached as Exhibit A. The requesting group also must complete all other arrangements (including key pick-up if necessary), provide insurance if required, pay required fees and coordinate any room setup at least two days before the event date. All childcare required for NUMC activities will be governed by the NUMC Personnel Information, Policies and Staff Development Manual. All non-NUMC groups must complete their own arrangements for childcare.

D. Building Use Contract

Before using NUMC buildings or facilities, an authorized representative of Priority 2, 3 and 4 groups must sign and deliver to the Office Manager a Building Use Agreement in the form attached as Exhibit B.

E. Insurance

In addition to a Building Use Request Form and Contract, all Priority 2, 3 and 4 groups must deliver to the Office Manager a certificate of insurance before using NUMC buildings and facilities. The insurance certificate must name NUMC as an additional insured and cover liability, personal injury and property damage arising out of the group's use of NUMC buildings and facilities. The Trustees will determine the types and amount of coverage required under these Procedures from time to time.

F. Access/Key Controls

For the safety of the NUMC staff and the children and teachers in the Northaven Cooperative Preschool, access to Church facilities will be secured by a security system and/or key control policy as approved by the Trustees from time to time. Prior arrangements must be made with the Office Manager for access to the building at non-scheduled times or outside of regular Church office hours.

G. Building Use Fees

NUMC may request donations of fees to help offset the expense of making its facilities available for use by Priority 3 and 4 groups and for operating NUMC facilities after normal business hours. Suggested fees are set forth in the Fee Schedule attached as Exhibit C. NUMC also may charge a reasonable cancellation fee to cover expenses incurred in the event of cancellation.

H. General Use Conditions and Restrictions

All NUMC building use will be subject to the General Use Conditions and Restrictions set forth in Exhibit D.

I. Restrictions on Use – Tax Exempt Status

Any use of NUMC's buildings or facilities that would jeopardize NUMC's tax exempt status under Section 501(c)(3) of the Internal Revenue Code (IRC), or any applicable successor provision of the IRC, is prohibited.

J. Amendment; Interpretation; Waiver

The Trustees may amend the Building Use Policy and Procedures from time to time. The Trustees will determine all questions of interpretation of the Policy and Procedures, and such determination will be final. The Trustees may, from time to time and in their reasonable discretion, waive a portion of the Procedures (e.g., usage fees) upon a specific request, after considering the economic and other circumstances of the person or group making the request and the nature of the event or activity for which building use is requested. Requests for such waivers will be considered individually, and any waiver granted for a specific group or activity on a particular occasion will not be considered a waiver for the same or similar group or activity in any future instance. The Trustees may not waive any part of these Procedures if such waiver would jeopardize NUMC's tax exempt status.

EXHIBITS

- A. Building Use Request Form
- B. Building Use Agreement
- C. Fee Schedule
- D. General Use Conditions and Restrictions

EXHIBIT A

**NORTHAVEN UNITED METHODIST CHURCH
BUILDING USE REQUEST FORM**

NUMC Use Requests are Due in the Church Office no later than ONE WEEK in advance of use. Non-NUMC Use Requests are Due in the Church Office no later than ONE MONTH in advance of use. Staff cannot be responsible for set-up if form not timely submitted.

NUMC GROUP? YES NO Date: _____

NAME OF GROUP/COMMISSION/ORGANIZATION: _____

501(c)(3) tax exempt organization? YES NO Tax I.D. No. _____

Date Space Requested _____ Event Start & End Times _____

Person Responsible (PRINT NAME) _____

Address: _____

Tel: (w) _____ (m) _____ (h) _____

Email: _____

Description or Event / Meeting

Room number / Space requested _____

SET-UP REQUEST (Describe room set-up requested. Include detailed diagram on separate piece of paper.)

Number of tables requested _____ Number of chairs needed _____

Use of kitchen? YES NO Use of nursery? YES NO

Number of participants anticipated: _____

Time needed in the building prior to event / meeting: _____

Time out of building: _____

Applicable Fees (See Fee Schedule) Paid \$ _____

Use of NUMC facilities is subject to space availability and NUMC Building Use Policy and Procedures, including General Use Restrictions and Conditions. NUMC use needs are first priority in the event of conflicting requests for open times and dates. Any use of Nursery facilities must be staffed by organization requesting use.

EXHIBIT B

**NORTHAVEN UNITED METHODIST CHURCH
BUILDING USE REQUEST AGREEMENT**

This Agreement is entered into as of the _____ day of _____, 200 ____, by and between Northaven United Methodist Church (NUMC) and _____ (organization).

NUMC is the owner of real and personal property, facilities and buildings located at 11211 Preston Road, Dallas, Texas 75230 (referred to together as the Building); and Organization desires to use the Building on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement and other consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Organization acknowledges that it has received a copy of NUMC’s Building Use Policy and Procedures and Exhibits (Procedures). Organization agrees that its use of the Building will comply with the Procedures, including but not limited to the General Use Conditions and Restrictions.

2. Organization agrees to protect, indemnify and hold harmless NUMC and NUMC’s directors, trustees, officers, employees, volunteers and commission/committee members, and their respective estates, heirs, legal representatives and assigns, from and against all claims, liabilities and damages, including attorneys’ fees, directly or indirectly related to a breach of this Agreement or any use of the Building by Organization or Organization’s employees, agents, volunteers and representatives.

3. **Organization is responsible and assumes liability for any injury to persons or damage or loss of property that occurs during or as a result of its use of the Building. NUMC specifically disclaims liability for such injury, damage and loss.**

4. At NUMC’s election, Organization shall repair, replace or reimburse NUMC for any NUMC property that is damaged, lost or stolen during or as a result of Organization’s use of the Building.

5. Organization shall maintain an insurance policy(ies) insuring **NUMC against all liability for personal injury or death and damage to property arising from Organization’s use of the Building. Organization’s insurance shall provide primary coverage to NUMC when any policy issued to NUMC provides duplicate or similar coverage, and in such circumstance NUMC’s policy will be excess over Organization’s policy. Organization shall provide to NUMC a certificate of such insurance before any use of the Building. Organization shall notify NUMC at least 30 days before cancellation or a material change of any such insurance. All such insurance shall be in a form and amount, and be issued by companies, reasonably satisfactory to NUMC.**

6. Organization represents and warrants that this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable against Organization in accordance with its terms, and that the execution and delivery of this Agreement by Organization and the performance by it of the acts contemplated hereby have been duly and validly authorized by all necessary action on behalf of the Organization. This Agreement will be governed by Texas law. This Agreement may be executed by facsimile signature and in multiple counterparts which, when taken together, will constitute one original instrument.

Duly executed as of the date first written above.

Printed Name of Organization

NORTHAVEN UNITED METHODIST CHURCH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT C

**NORTHAVEN UNITED METHODIST CHURCH
BUILDING USE FEE SCHEDULE
(effective January 1, 2010)**

Room/Equipment Fees

Sanctuary	\$300 per hour
Lecture Room	\$60 per session
Multi-Purpose Rooms	\$60 per hour
Library	\$40 per session
Classrooms	\$40 per session
Nursery	\$40 per hour
Kitchen	\$40 per hour
Aisle Runner	\$75 per event

Security/Calendar Deposit * \$100

Custodial Fees * \$100

Rental fees for audiovisual equipment use: \$30 up to two hours
Over two hours, \$15 / hour

Use of parking lot (if no event scheduled at the church) \$60 / day

Key Deposit \$25 (plus any costs incurred for lock changes due to lost keys)

Notes:

1. Payment of ½ of the event cost is due at the time the event schedule is approved. This is a non-refundable deposit in case of no-show or cancellation.
2. An event that is rescheduled when the setup work has already been done will require a \$200 reschedule fee.
3. Event sponsor must provide nursery workers.
4. Refer to Northaven United Methodist Church Wedding Policies and Agreement Document dated 10/23/06 for wedding-related fees.

For purposes of this Fee Schedule, a “session” is a maximum of four consecutive hours during any one calendar day.

*May be adjusted upward or downward by the Board of Trustees.

Monthly rates will be considered on a case-by-case basis by the Board of Trustees upon request

EXHIBIT D

GENERAL USE CONDITIONS AND RESTRICTIONS

General

1. Users are responsible and assume liability for any injury to persons or damage or loss of property that occurs during or as a result of the use of NUMC property. NUMC specifically disclaims liability for such injury, damage and loss.
2. Any zoning, permit or other regulatory issues raised by a proposed use of NUMC facilities must be resolved by the outside party planning the use, after approval by the NUMC Board of Trustees.
3. Church office hours are 8:30 a.m. to 2:30 p.m., Monday through Friday.
4. Alcoholic beverages, illegal or hazardous substances, tobacco and firearms are prohibited on NUMC property.
5. Tables, chairs, furniture and equipment of NUMC may not be removed or relocated without written approval of the Office Manager. A fee may be charged for the use of NUMC's tables, furniture, etc.
6. No food or drinks are allowed in the sanctuary.
7. Do not nail or otherwise affix anything to the walls or floor in a way that will mark or scar the interior or exterior of the building.
8. At the conclusion of your event, remove any temporary decorations or signs, place trash in proper containers, return all furniture or equipment to its proper place, turn out lights and lock up.
9. Use of any musical instruments owned by NUMC must be coordinated with the Minister of Music and the Arts. Use of the sanctuary organ or piano must be specifically approved in advance by the Minister of Music and the Arts. A fee may be charged for use of NUMC's sanctuary organ or piano.
10. If children are involved in your activities, don't leave them unattended.
11. Above all, use common sense and be respectful of this house of God and our environment in conducting all of your activities!

Special Guidelines for Kitchen Use

1. After using the kitchen, clean countertops and stovetop, sweep the floor, return all appliances and utensils to their proper storage space and otherwise leave the kitchen in a neat and orderly condition.
2. If you put any items in the dishwasher, add detergent and run the dishwasher before leaving
3. Before using the oven, line the bottom with aluminum foil. After using the oven, remove and throw away foil.
4. When you leave, take everything you brought with you! Do not leave any food, containers, condiments, etc.
5. Non-Priority 1 groups and the Northaven Co-operative Preschool must furnish and use their own food and kitchen supplies.

Special Guidelines for Weddings

Refer to Northaven United Methodist Church Wedding Policies and Agreement Document dated 10/23/06 for building use policies, procedure, and fees. Any building usage not covered by the Wedding policies shall be covered by these policies.

Special Guidelines for Funerals

1. The NUMC pastor should be notified as soon as possible about the death of a person for whom a NUMC funeral is desired.
2. The date and time of all funerals must be cleared with the NUMC pastor and placed on the NUMC master calendar. Scheduling priority will be given to NUMC members and their immediate families.
3. The NUMC pastor shall serve as the officiating pastor of all funerals at NUMC. If the family desires to have another pastor share in the service, they should discuss this with the NUMC pastor.
4. The family must designate a representative who will be present at the funeral to coordinate arrangements with NUMC staff.
5. Fee Schedule and Recommended Honoraria:

NUMC Members No charge.

Non-NUMC Members Fees will be one-half (1/2) of the customary fees set forth on Exhibit C.

Pastor Honorarium To be determined by Pastor
Organist Honorarium To be determined by Organist
Organ use must be approved by Minister of Music.

6. All fees are to be paid within 30 days following the service.

The term "building use" is meant throughout this document to include the use of all buildings, facilities, rooms and grounds of NUMC.

