# WALTER HILL FIRST BAPTIST CHURCH FACILITY USE POLICY, AGREEMENT and APPLICATION

## **Statement of Purpose**

The WALTER HILL FIRST BAPTIST CHURCH ("WHFBC" or "church") facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and always to God's glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-member persons and groups as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the church's bylaws and guidebook. Nor may facilities be used for activities that contradict, or are deemed by WHFBC as inconsistent with, or contrary to the church's faith or moral teachings. The Senior Pastor, or the WHFBC official designee, is the final decision-maker on whether a person or group is allowed to use church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be cooperation with that activity, and would be a grave violation of the church's faith and religious practice (see 2 Corinthians 6:14-18 and 1 Thessalonians 5:22).

Second, it is essential to WHFBC that it presents a consistent message to the community, which WHFBC membership conscientiously maintains as part of their witness to the Gospel of Jesus Christ. To allow church facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would negatively impact the church's message. It could also be a source of confusion and scandal to church members and the community because they may reasonably perceive that the church is in agreement with the beliefs or practices of persons or groups using church facilities.

Therefore, church facilities shall not be made available to persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith. Nor may facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's Worship Center, because the church sees all of its property as holy and set apart to worship God (see Colossians 3:17).

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## **Approved Users and Priority of Use**

The WHFBC Senior Pastor, or it's authorized designee, must approve all uses of church facilities. Priority shall generally be given to members of the church, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

- 1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are in harmony with the church's faith and practice.
- 2. The group or person seeking facility use must submit a signed "WHFBC Facility Use Policy, Agreement and Application" form.
- 3. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.

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Facilities are available between the hours of 8 AM and 8 PM. Use outside these hours may be approved
Facility Use Hours
by the WHFBC Senior Pastor or authorized designee for facility use.
Scheduling Events
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Requests for facility use may be made by submitting the "WHFBC FACILITY USE POLICY, AGREEMENT AND APPLICATION" form. The event will be reserved and placed on the church calendar only when the WHFBC Facility Use Policy, Agreement and Application has been approved by the WHFBC Senior Pastor or the authorized designee for facility use.

## **Fees and Security Deposit**

Use of church facilities by non-members is subject to a use and maintenance fee of \$200.00 to pay for the upkeep of church facilities. Church members are not required to pay a fee for usage because maintenance of the facilities will be derived from member tithes and offerings.

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All users shall be required to pay a refundable security deposit in the amount of \$400.

If an event is scheduled on a day of the week that the church business office is closed, generally Fridays, Saturdays and Sundays, or after the 5PM Monday thru Thursday, the event sponsor is required to reimburse WHFBC for compensation paid for opening and securing the facility. A minimum charge of \$75 will be required. Event sponsors requesting a WHFBC representative be onsite during the Event will be charged a compensation fee of \$25 per hour.

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# **Facility Use Guidelines**

- 1. Alcohol Policy: WHFBC is an alcohol free campus.
- 2. Smoking Policy: WHFBC is a smoke free campus.
- 3. Groups are restricted to only those areas of the facility that the group has reserved.
- 4. Beverages in the church sanctuary are not allowed without lids
- 5. Church equipment, such as tables and chairs, must be returned to original placement, unless otherwise agreed in writing prior to the event.
- 6. All lights must be turned off and doors locked upon departure.
- 7. Clean-up is the responsibility of the group using the facility. "Clean-up" is defined as returning all facilities to the condition prior to using. The user/group is 100% responsible for restoration of any and all damaged property. Any amount above the security deposit that is required for restoration must be paid immediately by the user/group. Before and after the facilities/property are used there will be a thorough walk-thru inspection with a WHFBC approved designee.
- 8. Abusive or foul language, violent behavior, and drug or alcohol use are strictly prohibited while using church facilities. Any person exhibiting such behavior will be required to leave the premise.

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# **Insurance and Indemnity**

The user shall carry Liability Insurance with a minimum liability occurrence limit of \$1,000,000.00 specifically covering the event at the church facility. The user will provide a Certificate of Insurance naming WALTER HILL FIRST BAPTIST CHURCH as additional insured. The certificate must be presented to the Senior Pastor or WHFBC authorized designee prior to the date of the requested usage.

To the fullest extent permitted by law, the user further agrees to indemnify, defend and hold harmless WHFBC and its agents, employees, members, directors and officers from and against all losses and expenses arising out of claims of any nature which may result from any person affiliated with the user using any WHFBC facility and/or property, regardless of any negligence or claimed negligence of WHFBC or its agents, employees, members, directors or officers, except for loss or damage resulting solely from the gross negligence or willful misconduct of WHFBC.

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WHFBC Facility Use Application
Name of person or organization requesting use of facilities:
Please state whether you are a: (check one)  □ Church Member □ Church-Sponsored Ministry  □ Non-Member □ Non-Member Group/Organization
Contact Information:
Address:
Phone Number: Email Address:
If the requested use is by an organization not affiliated with the church, please briefly state the organization's purpose and mission:
Please list the organization's website, if any:
Please list the names of the organization's office-holders and leaders:
Please describe which church facilities you are requesting use of and the purpose for which you intend to use the facilities:

How many people will be attending the event. Is there a charge to individuals for attending?  YesNo
What date(s) and time(s) are you requesting to use the facilities:
If you are requesting use of the church's facilities for a wedding and/or wedding reception, please list the names and contact information of the bride and groom:
Bride:
Groom:
Please list the name, contact information, and religious affiliation of the person officiating the wedding, along with the website address of the church or organization they represent:
Please provide the name and contact information for the premarital counselor and describe the marriage preparation counseling or training undertaken by the bride and groom:

## **Responsibilities of Facility Use:**

This application for facility usage is not an Agreement and does not formally reserve the space you hereby requested until User Fees, Deposit, Application and supporting documents are received, accepted and approved by the WHFBC Senior Pastor or the authorized designee for facility use.

The responsibilities of WHFBC and the user are listed below. Please indicate understanding of the WHFBC facility use by completing and initialing all Policy and Agreement sections and signing this Application for Facility Use. Return this completed and signed application to the church office or WHFBC authorized representative so that your usage agreement can be recorded on the church calendar once approved.

WHFBC will provide the following:

- A clean and orderly space.
- Orientation to the building and equipment.
- Someone to unlock and lock the doors before and after the event.

User organization or individual is responsible of the following:

- Leave the facilities and property in at least as good condition as it was found.
- For regular ongoing usage of the facilities, usage fee is due the beginning of each month, unless another date is agreed upon in writing by both parties.
- For one-time usage of the facilities, the usage fee and security deposit shall be submitted with this application, fees will not be deposited until after you have been informed that your application has been approved.
- The undersigned is at least 21 years of age and assumes liability and responsibility for any and all breakage, loss, and/or damage to the WHFBC facilities and property occurring during its use by the group, or as a result of any doors being left open or unlocked during or after use. Any decorations must be approved by the WHFBC authorized representative..

I understand and agree to the above conditions. Failure to comply will result in denial of the application or the loss of usage privileges and/or payment for damages to the facilities.

Signed by:	Print Name:	
Date:		
On behalf of (organization)		
Witness for WHFBC:		
Print Name:	(Authorized Facility Use Designee)	
Date:	_	

### **AFFIRMATION**

I affirm that:

- 1. I understand that WALTER HILL FIRST BAPTIST CHURCH does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith. 2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict for which I am aware or become aware to church staff.
- 3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the church's facilities that contradict the beliefs of the church. I agree to immediately disclose any potential conflicts in belief verbally to church's Senior Pastor, or his official designee, and to disclose the same to him by email or in writing as soon as possible on an emergency basis.
- 4. I understand that upon approval of my facilities use request, I will need to provide a security deposit refundable in the amount of \$400 and any other fees required by the church.
- 5. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the Senior Pastor's approval, which is conditioned in part on my agreement to the requirements in the "Church Facility Use Policy," a copy of which I have read and understood.
- 6. I understand that I will be 100% responsible for any damages to church property or facilities resulting from our use of the same. If the damage amount is in excess of the security deposit amount, I understand that I must promptly remit the difference to the church, and that if I do not do so, a claim shall be made against the insurance hereunder provided.
- 7. The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew 18 and 1 Corinthians 6. Accordingly, users of the facility agree to attempt resolution through Christian mediation, and failing that, to submit to mutually acceptable binding arbitration.

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Signature:					
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Printed Name	:				

Agreed and Approved by Applicant:

Date:			
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Refundable	Security Deposit Submitted	dYes Certificate of Insurance, w	ith WHFBC as an
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Agreed Mon	nthly use and maintenance f	fee payment in amount of \$	due on the
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the	day off	and on the same day of succ (month and year).	
	(p.	lease print) is assigned as the WHFE	BC staff member
responsible 1	to open the requested facili	ties.	
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provided a c	opy of this signed agreeme	ent. :	
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		(Sign)	
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