Non-Ministry Facility Use Policy
Chapel
March, 2010

Purpose:
The purpose of this policy is to define the use, expense reimbursement requirements, and the user liability obligations required for the privilege to use the facilities of First Wesleyan Church (First Wes).

Allowable Uses & Users:
• Facility use will be limited to single day and/or event use. Due to the nature of use by ministry teams, recurrent non-ministry activities will not be booked.
• Users will be required to complete and sign an Application for Use of Facilities which includes a signed agreement for definition of Contract Conditions and Waiver of Responsibility.
• Dates and availability for use are at the sole discretion of First Wes. If the Church in its sole discretion believes that the contents or presentation of the Event is not in the Church’s sole opinion safe, sanitary, or morally upright, or in any other way conflicts with the Church’s principals, the Church may without liability deny the request to any individual, group, or organization.

Guidelines for Use:
• The request for facility use must be provided thirty (30) days in advance to allow for planning.
• The café space is limited to a maximum number of 110 guests.
• Signed Facility Use Agreement and deposit for use of the facility must be provided to the church office within fourteen (14) days prior to the event.
• Approval for the request will only be permitted if a member of First Wes staff is available and willing to be on-site for the duration of the event.
• The sound system can only be operated by the on-site First Wes staff member. No video equipment will be made available.
• No candles are permitted.
• No tape, hangers, wires, or other hanging decorations will be allowed.

Café Use Guidelines if used in conjunction with Chapel:
• Café Wes has everything that you need according to the plan that you requested. Other areas and equipment throughout the facility and equipment are off limits to you and or your guests.
• To minimize potential damage to café furniture, the room set up is limited to the furniture in the room. If a specific room arrangement is needed this must be coordinated at the time of the request so the First Wes staff can set the room up for you accordingly.
• Three (3) eight (8) foot folding tables will be made available for holding food and beverages and will be positioned on the tiled portion of the walkway.
• No candles are permitted.
• Decorations must be table-top decorations only. No tape, hangers, wires, or other hanging decorations will be allowed.
• Red beverages are not permitted.
• Use of the coffee bar, supplies, refrigerator, or any other equipment is not permitted.
• Coffee can be made available for a minor charge, if requested; however equipment may only be operated by the on-site First Wes staff member.
• Sink may only be used for the sole purpose of obtaining water from the faucet. No washing of dishes or disposal of food in any manner is allowed.

**Booking & Cancellation:**
• If approved, your date may be placed on the calendar at any time, subject to the guidelines outlined above. However, your date will not be officially booked any earlier than ninety (90) days in advance of the event. You will be notified once your event is officially confirmed.
• **Due to the nature of the ministries of First Wes and the primary purpose of the church and its facilities, in the event of an unforeseen circumstance (i.e. Funeral) that prevents the availability of the space after this ninety (90) day period, as a last resort, the church reserves the right to cancel your event and the only obligation of the Church shall be to return any funds to the organization.**
• You may cancel your request at any time prior to the commencement of the event by providing a written cancellation request to First Wes. Assuming that no set up time was expended by the First Wes staff by the time of cancellation a full refund of your deposit will be provided.

**Itemized Cost**

- Facility Use, Staff, Set-up, Clean-up (4 hours minimum)*
  
<table>
<thead>
<tr>
<th></th>
<th>Chapel</th>
<th>Chapel &amp; Cafe</th>
</tr>
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<tbody>
<tr>
<td>Non-member/non-attendee</td>
<td>$350.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Member/attendee</td>
<td>$210.00</td>
<td>$300.00</td>
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</tbody>
</table>

- Sound Tech
  
  |                        |         |               |
  | Minor Set-up required  | $100.00 | $100.00       |
  | Full Set-up of equipment additional charge | $25/hr. | $25/hr.       |

- Video Tech
  
  |                        |         |               |
  | Additional hourly charge if required | $25/hr. | $25/hr.       |

- Snowplowing (North Lot, Sidewalks, Gethings Rd. Entrance)
  
  |                        |         |               |
  |                        | $500.00 | $500.00       |

- Coffee (per pot brewed)
  
  |                        |         |               |
  |                        |         | $10.00        |

- Additional Hourly Rate
  
  |                        |         |               |
  | Non-member/non-attendee| $105.00 | $105.00       |
  | Member/attendee        | $65.00  | $65.00        |

*Discounted Staff Rate:

1) If a First Wes staff member sponsors the event and is onsite at all times during the event the Member/attendee rate may be reduced by $100.00. This will require the staff member to open the facility, ensure the security of the building, and ensure that guests comply with FWC guidelines for the facility use. Upon completion of the event, housekeeping staff will be responsible to clean and secure the building accordingly.

2) “Staff” is an onsite individual whose role is purely to protect the interests of First Wesleyan Church this individual is not expected to act as a hospitality representative or an assistant in any way.
APPLICATION FOR USE OF FACILITIES
First Wesleyan Church – Battle Creek
Revised: January, 2010

1. Name of Organization (person) _______________________________________
   Address ___________________________________________________________
   Phone Number(s) ___________________________________________________
   Email Address: _____________________________________________________

2. Requested Date of use: _____________________________________________

3. Starting Time: __________________________ Ending Time: __________________

4. Room Requested: _________________________________________________

5. Specific purpose of building usage: _________________________________

6. Special equipment needed: _________________________________________

7. Responsible Adults: _______________________________________________

8. Additional Information/Comments: ____________________________________

   CONTRACT CONDITIONS and WAIVER OF RESPONSIBILITY:
   The undersigned agrees that he/she will be responsible to the Executive Director for the use and care of the church property and assures that the character of entertainment will conform to that stated in this application. Policies governing the use of First Wesleyan Church’s facilities outlined in the application packet will be respected. At least seven days prior to building usage, the lessee will provide a certification of insurance or a special events policy listing First Wesleyan Church as additional insured and provide evidence of a comprehensive liability policy with minimal limits of $1,000,000 per occurrence. You agree to indemnify, defend and hold First Wesleyan Church, its boards, employees, and representatives harmless from any liability, claims, legal actions, damages, or other relief, including reasonable attorney fees and costs (collectively the “Claims”) asserted against First Wesleyan Church because of your use of the First Wesleyan Church facilities. This indemnification and hold harmless agreement applies to any and all Claims of whatever nature, whether the Claims are asserted by you or by persons or companies that you invite to the event, but your obligation to indemnify shall not apply to any Claims to the extent proximately caused by (1) negligent acts or intentional acts of First Wesleyan Church or its representatives, agents, or employees, or (2) arising out of the physical condition of the First Wesleyan Church facilities, but only if such condition is not discoverable from visual inspection of the facilities. You also agree to compensate and indemnify First Wesleyan Church for any and all damage to its facilities caused by you or by persons or companies that you invite to the facility for your event. To the extent that a Claim is based on more than one proximate cause, your agreement to indemnify First Wesleyan Church shall not apply to the prorated portion attributable to the exceptions under (1) and (2) above. You acknowledge that you have had full opportunity to examine and visually inspect the First Wesleyan Church facilities for your intended activity. Unless otherwise noted in writing First Wesleyan Church makes no representations that its facilities are fit or appropriate for your particular event, except that First Wesleyan Church represents that the designated portion of the facilities will be available exclusively for your use on the dates and times scheduled by you.

I, the undersigned, am an empowered representative of the above named organization and make this agreement of the organization.

Signature of the Applicant _____________________________________________ Title (if business) ______________________________

Complete Address __________________________________________ Phone no. __________ Date ______


Facility Use Agreement

This Agreement is made this ______ day of ____________, by and between __________________________________________ (hereinafter referred to as “Organization”) and First Wesleyan Church (hereinafter referred to as FWC). That as an accommodation the Organization may hold the ______________ (hereinafter referred to as the “Event”) at the property of FWC on ______ between the hours of ______________ (including set-up) in the church’s ______________, upon the terms and conditions contained in this Agreement and the Application for use of Facilities.

1. Conduct/Safety

The Organization shall be responsible to conduct its Event in a safe, sanitary and morally upright manner. At least two weeks prior to the Event, the Organization shall provide to FWC in writing and in such detail as FWC requests, information about the contents of the program, including its presentation, and all activities that are part of the Event. The Organization agrees to carry on its Event in accordance with those details. If after FWC has reviewed the program and if FWC in its sole discretion believes that the contents or presentation of the Event is not in FWC’s sole opinion safe, sanitary, morally upright, or in any other way conflicts with FWC’s principals, FWC may without liability declare this entire agreement null and void.

The Organization agrees to abide by all the laws of the United States of America, State of Michigan and local authorities.

The Organization agrees to abide by all the rules of FWC with respect to the actual use of the facility, the use of the parking areas and grounds, and also agrees to conduct its Event in such a way as to respect FWC’s neighbors and the community. The Organization acknowledges that a responsible person of the Organization has discussed FWC’s Event rules with FWC, and that the Organization is fully aware of all FWC’s rules and regulations.

No food or beverage of any kind or nature shall be served by the Organization without the express written consent attached to this Agreement.

The Organization acknowledges that the entire Facility is a non-smoking facility, and will take whatever reasonable steps are necessary to prevent smoking at the Event.

The Organization agrees that its Event will not disrupt FWC’s use of the Church building, or interrupt any other ongoing Church function or activity.

2. Inability to Perform

The Organization acknowledges that FWC is allowing the Organization to utilize facility as an accommodation, and should some unforeseen Event or act of God prevent the availability of the Church facility for the Event, the only obligation of FWC shall be to return to the Organization any deposit paid in advance.

3. Technical Needs

Technical needs will be defined as follows: sound system, theatrical lighting, video system, and/or the personnel or equipment needed to carry out these functions.

The Organization agrees to present all seating layouts, floor plans, stage plans, specific time schedules and specific program orders and information 30 days prior to the Event for FWC approval. FWC reserves the right to have final approval on all technical needs and matters, and the Organization will be responsible for artistic considerations.

FWC will operate all mechanical and technical equipment exclusively unless prior written arrangements and agreements have been made.
4. Reimbursement/Damages/Facility Care

The Organization understands that FWC is allowing the Organization to utilize the Church’s facilities for its Event as an accommodation, and that there is no usage charge for the facility.

The Organization and FWC do acknowledge that there are normal costs associated with the Organization’s utilization of the facility, including utilities, clean up of the facility before and after the Event, and use of FWC’s personnel, etc.

FWC and the Organization agree that __________ is a fair cost for the Event. (Details of cost can be found as attached in Exhibit “A”.) FWC and the Organization agree that ________ is a fair deposit for the Event, and the Organization agrees to make the deposit with FWC at the time of signing this Agreement. Additional charges added after the signing of this agreement and any remaining balance will be due two (2) weeks prior to the day of the Event unless other agreements have been made in writing. (The check can be made payable to “First Wesleyan Church”.)

The Organization agrees (other than normal wear and tear) that the Organization will return the facility and/or grounds in the same excellent condition the facility was prior to the Event.

The Organization agrees to be responsible for the cost of returning the facility to its excellent condition previous to the Event, regardless of whether said disrepair or damage is caused by the Organization, the Organization’s employees, the Organization’s agents, or the Organization’s invitees.

In the event that there are such damages, the Organization shall be responsible for their cost in addition to the above fair reimbursement, and the Organization agrees to reimburse FWC immediately upon receipt of a bill for the costs of such additional repairs and maintenance.

5. Other

This agreement along with the Application for Use of Facilities, and Facility Use Policy, contain all the terms and conditions agreed upon by the parties and no other agreement oral or otherwise, referring to the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Signatory certifies that he or she is specifically and completely empowered by the Organization entity to enter into this Agreement and therefore, binds the Organization of this Agreement.

Organization: First Wesleyan Church

Signature: ________________________________  Signature: ________________________________

Printed Name: ________________________________  Printed Name: ________________________________

Title: ________________________________  Title: ________________________________

Please sign this agreement and return it to First Wesleyan Church, 14425 South Helmer Road, Battle Creek, MI 49015; Attention: Brian Showerman. One copy will be returned to you for your records.
Exhibit A
Detailed Cost Breakdown
Four (4) Hour Event

Required Cost:

Facility Use: ____________________

Sound Technician: ____________________

Video Technician: ____________________

Custodial Support: ____________________

Event Coordinator: ____________________

Other ____________:

Total Cost for Event: ____________________

Deposit Required: ____________________

Potential Costs (these costs will only be charged if services are required):

Snow Plowing: ____________________

Salt & Prep: ____________________

For events that extend beyond the agreed-upon time limit, an additional cost of $250.00 per hour will be charged.

I agree with charges as represented above.

Signed ______________________________

Title ________________________________

Date ________________________________