

FIRST MISSIONARY CHURCH

Building and Equipment Use Policy

The building, grounds, and facilities of First Missionary Church shall primarily be used for First Missionary Church sponsored services and functions. Some facilities may also be rented for other events, but only by active official members of First Missionary Church.

All requests to use the building and/or equipment must be made through the church office and properly approved. For insurance purposes, persons in charge of non-church-related activities must also sign the attached "Hold Harmless Agreement". The master calendar will be consulted to see if the building and date are open. The building is available on a first-come, first-served basis, but church-related activities will take priority.

Guidelines for Use of the Facilities:

1. Contact the church office for planning and reservation of rooms and equipment. (Offices and Worship Center are generally not available to rent unless approved by the Board of Elders.)
2. Smoking and use of narcotics and alcoholic beverages is strictly prohibited.
3. A set-up and clean-up crew should be appointed by those renting the building. All rooms and equipment must be ready for church use by the time everyone leaves. See the check list (on back) for clean-up responsibilities.
4. A service conducted by someone other than a licensed Missionary Church pastor must be approved in advance by the First Missionary Church Board of Elders.

Fees for Use of Facilities:

1. Active, official members may use the facilities free of charge for any church-related use (weddings, funerals, etc.).
2. Active, official members of First Missionary Church may use the activity center, individual classrooms, and the chapel for non-church-related purposes on a donation basis. Generally, the worship center is not available to rent. It is expected that all rooms should be left clean and in good order. A fee will be charged for any clean-up or damage incurred by the responsible member.
3. Building use for non-church-related activities does not include the use of audio-visual equipment. For events that require a sound technician on duty, \$15 per hour, per technician will be charged in addition to the fees listed above.
4. Tables, chairs, and selected equipment may be borrowed only by active official members of First Missionary Church upon approval by the church leadership. It is understood that all borrowed equipment will be returned in a timely manner and in the same condition in which it was borrowed. It is the responsibility of the borrower to repair or replace any equipment that is damaged or broken while in their possession.

CHECK-OFF SHEET
When You Use First Missionary Church Facilities

- _____ Take note of the set-up of each room (tables, chairs, etc.) you are going to use, so you can return them to their original position.
- _____ Take note what room/closet you borrowed extra equipment (extension cords, scissors, etc.) and make sure they are returned to that location.
- _____ Vacuum all carpets of each of the areas you used before you leave.
- _____ Wash all dishes/utensils and return them to their proper location.
- _____ Empty the refrigerator of all your items. Unless other arrangements are made, things not removed will be disposed of within the next week.
- _____ Wash off all tables and counter tops.
- _____ Sweep (or mop, if necessary) the kitchen and fellowship hall floors.
- _____ Remove all trash (bring your own trash bags).
- _____ Take care of all rented equipment. Either take it with you or leave a note saying when it will be picked up and by whom.
- _____ Tea towels, dish cloths, and tablecloths need to be cleaned by appropriate means and returned to the church.
- _____ Remove all your belongings before you leave.
- _____ Make sure all lights are turned off unless other provisions have been made.
- _____ Doors should be locked before you leave unless other provisions have been made.

Note: Please do not expect the custodian to do the set-up or take-down. You will need to provide your own work party for this. Someone from the church will be on hand to supervise. Thanks for your cooperation.

First Missionary Church Member
Responsible for Check-Out

Date

First Missionary Church Staff Member
Responsible for Rental Facilities

Date

**First Missionary Church
Facilities Use (Hold Harmless) Agreement**

This agreement by and between First Missionary Church and _____
(User's Name)

("User") will take effect on _____ and will continue from _____
(Date) (Starting Time)
to _____.
(Ending Time)

WHEREAS, First Missionary Church owns premises located at 1300 Berry Avenue, Newton, KS 67114, which is normally used for worship services and church-related activities, and

WHEREAS, User desires to use the _____ area of the facilities
(Specific Rooms/Area Requested)

for the purpose of _____, and WHEREAS, First
(Purpose of Activity)

Missionary Church has agreed to allow User to use the facilities provided that the following terms and conditions are met,

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. First Missionary Church agrees to let User use the above-described premises for the above described purpose on _____.
(Date and Time) (Name of Church's Representative)

the contact person for First Missionary Church and _____ is the
(Name of User's Representative)
contact person for User to coordinate the details of usage.

2. _____ Fee Agreement. User agrees to pay First Missionary Church _____ for the use
of the premises. (Amount)
_____ Non-Fee Agreement. In consideration for the benefit of using First Missionary Church's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of First Missionary Church, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above-described facilities.
7. _____ Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to First Missionary Church at least seven days prior to the date upon which the User begins to use the above-described premises. The certificate of insurance will indicate that User has made First Missionary Church an "additional insured" on User's policy with respect to the use by User of the above-described premises.

_____ Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to First Missionary Church) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
8. User agrees to hold harmless, indemnify and defend First Missionary Church (including First Missionary Church's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of First Missionary Church (including First Missionary Church's agents, employees and representatives) or otherwise.
9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
11. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

- 11.5. In the event that First Missionary Church must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will First Missionary Church be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above-described premises, even if First Missionary Church has been advised of the possibility of such damages.
12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of First Missionary Church.
13. First Missionary Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If First Missionary Church and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

First Missionary Church's Authorized Representative

Date

User's Authorized Representative

Date