

Facility Use Policy

Religious Activities

All Mt Yonah Baptist (MYBC) property and facilities (including furniture, fixtures, and equipment) are holy and set apart to worship God, regardless of the location of the facility. (Colossians 3:17). MYBC facilities are consecrated to our religious ministry and mission because they are a provision from God. Use of MYBC property shall be for the propagation of the Christian faith, for fellowship, witnessing, religious teaching, and charity. Therefore, all use and occupancy of MYBC property shall be limited to persons of our particular religion, the propagation of religion, or related religious purposes.

All activities on MYBC property must cohere with the religious purpose of MYBC and further its Christian mission, whether the activity has an overt liturgical religious purpose (preaching, worship services, Bible instruction, communion, baptism) or a non-liturgical religious purpose (social service, mentorship, community service, mentorship, benevolence, charity, schools). MYBC conducts all activities in order to advance or express its Christian mission, message and viewpoint. In addition, MYBC property is exclusively reserved for persons and organizations who agree to abide by MYBC's Constitution and Bylaws, Policies to include Facility Use, Child Protection, which are incorporated herein by reference, as is fully set forth herein (all of which are available on the website with a guest login at mtyonahbc.org, login to directory, then go to downloads).

Although, the MYBC facilities are not generally open to the public, the Church makes its facilities available to approved (members and) non-members on a case-by-case basis as a witness to its faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice. The Church's facilities may not be used for activities that contradict, or are inconsistent with, the Church's beliefs, as summarized in the Church's statement of faith and Constitution and Bylaws.

Any facilities that are made available to approved non-members for usage are meant to further the MYBC's calling to minister to others, in the vein of charity and witnessing to our faith. For this reason, MYBC property cannot be used for purposes that contradict the MYBC's beliefs, which would constitute a grave violation of the MYBC's faith and religious practice, as well as degrade the MYBC's religious integrity. (II Corinthians 6:3; and 14; I Thessalonians 5:22.)

Ownership / Control

MYBC's Membership possesses the power to enforce conformity of belief. In regards to facility usage, MYBC seeks to avoid member confusion, formal or material cooperation with evil, and scandal by associating with any conduct that contradicts its religious beliefs. (1 Peter 2:12.) MYBC property issues or disputes are directly related to religious doctrine and practice, as all facilities are utilized in a manner to advance or express MYBC's Christian mission, message, and viewpoint. (Colossians 3:17.) In the event that MYBC facility use departs in any

way from MYBC's doctrine, mission, Written Statements of Faith, teaching or policies, MYBC's Church Council shall exclusively resolve any disputes. The Properties, Bylaws, Budget/Treasurer, Church

Council and Deacons may make inquiry into the religious law and usage of MYBC facilities and is therefore essential to the resolution of the controversy.

Facility Usage Fee Rate

MYBC is a not-for-profit corporation. Because the facility is exclusively utilized for religious and ministry purposes, it may be reserved for the below-market rates. See attached rate schedule. The fee is intended to be used for general maintenance and cleaning of MYBC facilities. Additional fees may be added for kitchen use, sound booth and assistance personnel. Upon written or oral application to the Budget/Finance Committee and Treasurer the rates may be reduced and/or waived. Fees may be added for damage or theft.

Guidelines and Requirements

Each individual, group, or organization utilizing MYBC facilities (including equipment and property) is required to abide by all MYBC guidelines, requirements and use restrictions at all times. Each individual, group, or organization is required to sign MYBC's Facilities Usage Agreement.

User agrees that is 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.

User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose of believe of MYBC, which is a biblically-based religious institution and non-profit organization.

User agrees to abide aby any rules or regulations for the premises that are attached to this agreement.

Use agrees that it is solely responsible to implement screening and supervision procedures to protect children, youth and vulnerable adults attending user's function at the above described facilities.

Use of any controlled substances, including alcohol, tobacco products, and marijuana, is strictly prohibited on MYBC property.

MYBC facilities are to be used with care and left in good, clean condition.

Licensee(s) or Invitee(s) reserving MYBC facilities or property must confine said usage to pre-approved areas of the MYBC property, as provided for in their Facility Usage Agreement.

MYBC reserves the right to coordinate and schedule alternative activities and events in other MYBC facilities. **MYBC events take priority over any other scheduling.**

MYBC reserves the right to accept or deny any applicants who seek to utilize or reserve MYBC facilities. Permission that is granted to licensee(s) or invitee(s) to utilize MYBC facilities or property shall not be transferred or passed to any alternative individual, group, or organization without the permission of MYBC.

Insurance and Indemnity

Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will prove a certificate of insurance to the Owner 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 Owner 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 accepted by Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent of legal guardian on each Activity Participation Agreement.

Any and all damage occurring to MYBC facilities as a result of their use or reservation, shall be repaired and replaced by the licensee(s) or invitee(s), at a cost determined by MYBC Properties and Treasurer or their designee.

All who reserve MYBC property or facilities for use agree to release, protect, defend, indemnify and hold harmless MYBC and its trustees, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney’s fees and other legal costs) directly or indirectly arising out of their use of any MYBC facilities.

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. 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.

The agreement may be cancelled unilaterally by either party with 7 days written notice to the other party. In the event that the Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner 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 Owner has been advised of the possibility of such damages.

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 the Owner.

Owner and User agree that any disputes arising under this agreement will be resolved via a mutually accepted alternative dispute resolution process. If Owner and User cannot mutually

agree upon such a process, the dispute will be submitted to a three-member panel of the American Arbitration Association for final resolution.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreement relating to the subject matter.

Application

All of our members, employees, and volunteers must affirm and adhere to this Facility Use Policy and MYBC policies referenced therein to qualify for involvement with the ministry. This is necessary to accomplish our religious mission, goals and purpose.

Any non-members who wish to utilize the MYBC's facilities must acknowledge receipt and review of this Facility Use Policy. Further, non-members must agree to conduct themselves and their event, as well as utilize MYBC facilities, in a manner consistent with the MYBC's purpose, ministry, Written Statements of Faith and policies, as set forth herein.

FACILITY USAGE AGREEMENT

Name of Licensee(s) or
Invitee(s): _____

Address: _____

Telephone
Number(s): _____

Contact
Person: _____

E-mail
Address: _____

Website: _____

Licensee(s) or Invitee(s) Membership
Status: _____

Description of Licensee(s) or Invitee(s)

Ministry: _____

Date(s) and time(s) of

event: _____

Purpose of

event: _____

Nature of

event: _____

Facility/Room being

reserved: _____

Facility Usage Fee: _____

I have received, reviewed and agree to adhere to all MYBC's policies, including but not limited to the Constitution and Bylaws, the Statement of Faith, Child Protection and Facility Use Policies. I have read and fully understand the Facility Use Policy and the Facility Use Agreement and hereby expressly agree to adhere to all guidelines, requirements, restrictions and other provisions set forth therein.

I request to use the MYBC facilities for the express purpose indicated above, and will utilize said facilities in a manner consistent with these stated purposes. To the best of my knowledge, I am not aware that the reserving individual, group, or organization holds, advances, or advocates beliefs that conflict with the MYBC's faith or moral teachings.

It is agreed and understood that this contract shall remain in force only for the term in which I comply with MYBC policies, as set forth herein, and as long thereafter as I comply. I understand that all facilities privileges automatically terminate if I engage in any conduct or avocation of conduct that stands in contradiction to MYBC's stated beliefs, policies, and mission as set forth herein. I agree to notify MYBC authority immediately upon the knowledge that MYBC facilities or properties are being utilized in a manner inconsistent with MYBC policies. I submit to the designated authority of MYBC to resolve any disputes relating to MYBC property or facility use.

Invitee(s)/Licensee Signature(s)

Title

Date

Approved by MYBC:

Signature(s)

Title

Date

Facility Use Fees

Sanctuary A (Heritage Building)	\$100.00
Sanctuary B (Worship Building)	\$200.00
Fellowship Hall (Worship Building)	\$300.00
Classrooms	\$50.00
Sound/Projection Technician	\$25.00/ Hour
Commercial Kitchen Technician	\$25.00/ Hour
*Cleaning Deposit	\$100.00

*Cleaning Deposit will be refunded if facility is left clean and furniture reset is complete.

Kitchen items belong to and cost the church to replace, please bring your own.

Sound/Projection Technician Fee

If sound or media projection is needed for any event, the equipment is to be used by MYBC trained personnel only. Fees are to be paid to the Technician.

Commercial Kitchen Usage Fee

Use of the kitchen, located in Fellowship Hall B, must be overseen by a qualified person, trained and approved by the MYBC Kitchen Committee. Fees are to be paid to the kitchen attendee.

Upon application to the Budget and Finance Committee/ Treasurer fees may be waived.

RULES

Church Sanctuaries should be restricted to weddings, funeral or worship services only unless there is prior approval from the pastor, deacons, or Budget Committee.

The facility shall not be used in a manor in violation of its Constitution and Bylaws.

All sex-specific restrooms and changing areas are to be used by the designated biological sex only.

All events must be scheduled through the Church Secretary. HVAC requirements must be communicated with the Church Secretary prior to the event.

Member sponsor or member hosting is responsible for every aspect of the event; providing entry to facility by caterer, florist, etc., securing the facility, safety of guests.

Person officiating a wedding must be approved by MYBC Pastor.

Music must be approved by MYBC Minister of Music.

There will be no alcoholic beverages on church property.

Food or drink is to be allowed ONLY in the Fellowship Hall unless there is prior approval from the pastor, deacons, or Budget Committee.

There will be no smoking or any other use of tobacco products inside the church facility.

All furniture should be reset to its original placement.

The church organ and piano are not to be moved.

The use of drip-less or mechanical candles only is permitted in the facility.

Protective pads are to be used under all vases, boxes and potted plants.

Only qualified MYBC trained personnel may use the sound/media equipment.

Use of the commercial kitchen is not allowed without prior approval and only under the supervision of an MYBC trained kitchen volunteer.

The tradition of throwing rice is prohibited in all church buildings and grounds. Birdseed may be used outside the building.

The names and phone numbers of florists, caterer, etc., must be included in the Facility Use Application.

Established fees must be paid in advanced and are not tax deductible.

Respect for the church and its facilities should be reflected at all times.