

Revised August 13, 2020

CHAPEL IN THE PINES PRESBYTERIAN CHURCH

BUILDING USE POLICIES AND GUIDELINES

TERMS OF AGREEMENT

NON-WEDDING

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I. Overview

We believe that our church building and green space are gifts from God. We choose to use these gifts in accordance with our core values of **Welcome, Worship, and Witness**. We open our doors to share these gifts with our community. We welcome without regard to gender, race, ethnic origin, sexual orientation, ability, or any other human condition.

We believe that we are called to be good stewards of all that God has given us. We expect all users to be sensitive to energy conservation and recycling practices. We encourage use of environmentally sensitive, recycled and recyclable products. The use of these facilities should be consistent with the mission of Chapel in the Pines (CITP).

II. CITP Office Manager & Event Coordinator (not an event *planner*)

You and your planning team will use our Event Coordinator (EC) as your point of contact for large non-member events or our Office Manager (OM) for small non-member events. When you submit your application to the Office Manager, the Office Manager will determine if the EC will be assigned.

The Office Manager or Event Coordinator will be assigned as the general liaison between CITP and your event. The OM or EC functions as the central administrator for the event to streamline communication and avoid confusion. The OM or EC will meet with you to review this document, assist in the completion of the application, and resolve any coordination with other CITP personnel.

If you are a member, you may be able to accomplish coordinating the event without the use of the EC by working with the Office Manager. If a member is hosting a large event, the EC may be retained for a fee (see Section VI).

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III. Policies and Guidelines

Policies and guidelines include, but are not limited to, the following:

- All members or groups must complete a Building Use Application (see Appendix A).
- All members or groups agree to hold harmless CITP and indemnify the church as well as provide appropriate evidence of insurance as outlined in Section VII . Additionally, members or groups will be responsible for damages to the facilities, the contents thereof, or the grounds, and agree to pay the cost for repairing such damages.
- User/Group agrees to have and maintain insurance policies without amendment to CITP's detriment including specified coverages set forth in Section VII.
- Chapel in the Pines provides no event planning or commercial conference services.
- Fund-raising events are not allowed in CITP facilities nor on the grounds, by any group, without prior Session approval.
- The buildings may not be used for any for-profit purposes (such as music lessons, sales meetings, commercial enterprises, etc.).
- Applicants understand that CITP reserves the right to reschedule an approved reservation (due to unforeseen natural disasters or a church emergency, such as a funeral) **up to three days** before scheduled event, and that the church is not liable for hardships caused by such a rescheduling.
- Smoking is not permitted beyond the driveway entrance at Great Ridge Parkway, including the buildings, grounds, parking lots, Remembrance Garden, and woods.
- Alcoholic beverages may not be consumed nor brought onto the property.
- Weapons are not allowed on church property.
- The throwing of confetti is not permitted on church property. The use of glitter and Helium balloons are not permitted. Bubbles may be used outside the buildings.
- A late fee may be charged if the event does not end by the time stated in the agreement. Because the church has worship on Sunday mornings, events must end in time for the participants and caterers to vacate the property by 10:00 p.m. so the janitorial staff can prepare the buildings for Sunday services.
- It is the responsibility of the event's representative signing the agreement to make necessary arrangements for inclement weather. The parking lot is not plowed by the church during snow and ice events.
- CITP has a safe church policy that requires children and youth to be supervised at a ratio of 10-1 with a minimum of one adult (25 or older) and one other person (16 or older) for an event. All supervisors working with children will be subject to background checks prior to the event at the organization's expense (\$10 per person checked).
- Service dogs are welcomed, but no other pets or animals are allowed in the buildings.
- Overnight use by members and CITP-sponsored groups must be approved four weeks in advance by the Session.

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IV. CITP PRIORITIES

Members and groups wishing to use the facilities **must first contact the Office Manager** to check availability and then receive advance approval through use of this application.

1) CITP standing functions

All CITP groups, including, but not limited to committees, music and choirs, educational groups, fellowship groups, prayer and worship groups, may use the building at **no cost**. Events must be on the church calendar by the Office Manager to prevent double-booking of space.

2) CITP members

CITP members may schedule private events; depending on availability, at **no charge**.

3) Non-CITP groups

- Sponsored groups (approved by the Session) may use the facility at **no cost** as part of the church's outreach. A key deposit is required.
- Sanctioned groups that have been approved by the Session, but not directly supported by the church, *may use the facilities at the **stated costs shown in Section VI**.*

V. Terms of Agreement for Facility Use

- Approval of use of facilities is required four weeks in advance.
- All events in the Sanctuary should glorify God and comply with the church's mission of "**Welcome, Worship, Witness.**" Any other use requires Session approval.
- Our facilities are completely ADA accessible; there are no steps, and all restrooms are ADA compliant. Animals are not permitted in the building, with the exception of assistance animals.
- Both the Sanctuary and the Fellowship Hall are equipped with an electronic system that supports a handheld wireless microphone and up to two ear-mounted microphones that are available for use. All sound amplified through microphones is also transmitted through a "hearing loop" to which users of certain hearing aids can tune for assistance. Also, there are hearing loop devices with headphones available in the credenza in the Narthex. If the event includes a dance in the Fellowship Hall, the group using the space must supply their own music sound system.
- By order of the Fire Marshal, the Sanctuary has a maximum capacity of 300. The standard layout of chairs in the Sanctuary seats approximately 225. Also, by order of the Fire Marshal, the maximum capacity of the Fellowship Hall is 125. If you have any questions about the capacity and seating layouts, contact the Office Manager or Event Coordinator.
- In addition to our Sanctuary, Chapel in the Pines makes our Remembrance Garden directly behind the Fellowship Hall available (usually for weddings, but available for other events, too). While this space is open to participants in all Chapel in the Pines events, it is important to understand that the lower level of the Garden is dedicated to deceased members of the congregation. As such, all activity and behavior in the Remembrance Garden must be respectful of the nature of this space and the lower level should not be used. If you have questions about this option, contact the Office Manager or Event Coordinator.

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- Contracted caterer(s) must be approved by the Office Manager or Event Coordinator and must meet with the Office Manager or Event Coordinator at least 10 business days prior to the event. The Fellowship Hall will not be made available to caterers until the day of the event; they are expected to completely vacate the Fellowship Hall on the same day. For a late Saturday afternoon or evening event, the building must be vacated no later than 10:00 p.m. so that the janitorial staff can clean it for use on Sunday morning. *With prior arrangements made with the Office Manager or Event Coordinator, food may be stored in the refrigerator up to 48 hours before the event.* Any damage to the kitchen or equipment will be recovered from the deposit. If damages are more than the deposit, the applicant is responsible for the additional cost.
- Tablecloths and table decorations are permitted, but open flames are not permitted in the Fellowship Hall; if candles will be used, they must be enclosed in some sort of glass holder that rises higher than the top of the flame. Those using the building are responsible for ensuring that their event meets all county, state and Fire Marshal regulations. For example, decorative draping materials are forbidden per county fire code.
- While the church custodian will clean the facilities following a non-member, the event participants and all third parties are expected to make every reasonable effort to leave all areas, including the kitchen and the bathrooms, in presentable condition. If the Office Manager or Event Coordinator determines that the conditions of the facility will require excessive work on the part of the custodian (e.g., trash or puddles on the floor; food residue on stoves, ovens, counters, or refrigerators), the deposit and additional costs will be charged. A cleaning checklist will be provided.
- Members may ask that the custodian to clean the facility for a fee (see Section VI). A cleaning checklist will be provided.
- Audiovisual equipment needed for an event must be supplied by the renter of the facility. Such equipment is not available from the church.
- Use of kitchen dishes, glassware and utensils is permitted. Any broken or missing dishes, glassware or utensils will be reimbursed via the deposit or additional fees if the entire deposit is needed for other damages.
- Before leaving, return all furniture and equipment to its original location. Make sure all dishes, glassware and utensils are washed and returned to their original places. Make sure all lights and appliances are turned off and no water is left running. Please remove all food, drink, trash, and recycling from the facilities and dispose of them elsewhere in an environmentally-friendly manner (not left on the church's property nor on Great Ridge Parkway).
- If the event is being handled by a member of the church, the member is responsible for making sure that all windows and doors are locked and alarms are set. A checklist of these tasks will be provided.
- If the event is for a sponsored group or sanctioned group that has received a key and alarm code, the leader of such group is responsible for making sure that all windows and doors are locked and alarms are set.
- Sponsored Groups that are meeting on a **regular basis** may be issued a key with a \$50 replacement fee charged for lost keys. Sponsored Groups that are meeting on an **occasional basis** must pay a \$50 key deposit that will be refunded upon the return of the key. The alarm system's code is changed on a schedule. The OM or EC will provide the current code which is to be kept confidential by the renter. The code changes occasionally, so it is important to check to ensure the current code is known.
- If the event requires the presence of the OM or EC, that person will make sure that all windows and doors are locked and alarms are set.

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VI. Fees Schedule and Financial Arrangements

Fees are due at the time the application is presented. All deposits must be paid by check. Insufficient fund fees that may occur will be the responsibility of the check writer. If the deposit is released in full, that check will be destroyed. If the deposit is released in part, that check will be cashed, and a CITP check for the difference will be issued within thirty days after the event

Daily event fees for members and immediate relatives, staff, sponsored groups and sanctioned groups (NOTE—these prices are not for weddings; wedding prices are in a wedding policy document):

Description	Members & Church Sponsored Groups (Weddings are priced separately)	Sanctioned Groups	Holiday Surcharge* (added to fee)
<i>Refundable Deposit</i> ¹	\$250	\$250	N/A
Sanctuary	No charge; donations appreciated	\$150	N/A
Classroom(s)	No charge; donations appreciated	\$25 per classroom for up to 4 hours; \$40 per classroom if 5-8 hours	N/A
Fellowship Hall	No charge; donations appreciated	\$150 for up to 4 hours; \$250 if 5-8 hours	N/A
Garden	No charge; donations appreciated	Same as for Fellowship Hall; no charge if Fellowship Hall is rented	
**Event Coordinator	\$75	\$100	\$100
Custodian (if requested)	\$100; \$150 if Sanctuary & Fellowship are both rented	\$100; \$150 if Sanctuary & Fellowship Hall are both rented	\$100

Daily event fees for other other individuals or groups (does not apply to weddings):

Description	Non-member, non-sponsored, non-sanctioned groups	Holiday Surcharge* (added to fee)
<i>Refundable Deposit</i> ¹	\$250	N/A
Sanctuary	\$200	N/A
Classroom(s)	\$35 per classroom for up to 4 hours; \$60 per classroom if 5-8 hours	N/A
Fellowship Hall	\$220 up to 4 hours \$300 if 5-8 hours	\$100
Garden	Same as for Fellowship Hall; no fee if Sanctuary or Fellowship Hall are rented	\$100
**Event Coordinator	\$100	\$100
Custodian	\$100; \$150 if Sanctuary & Fellowship Hall are both rented	\$100

*Any three-day federal holiday (events are not permitted on New Year's Eve, New Year's Day, Easter Weekend, Thanksgiving Weekend, Christmas Eve, Christmas Day because of staff being unavailable; exception may be made for a member only).

** Event Coordinator may be required for all large events; Office Manager will determine if Event Coordinator is required when the application is processed.

¹ The deposit may be retained in part or in total if capital damage is incurred (e.g. broken window), if furnishing damage is incurred (e.g., torn upholstery), or if excessive labor is required to recover from the event (e.g., additional labor by the Custodian caused by the conditions left following the event). In the event that part or all of the deposit is withheld, the Office Manager or Event Coordinator will provide an explanation about the assessment.

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VII. Indemnification and Insurance Provisions:

- User/Group (“User”) shall indemnify, defend and hold Chapel In The Pines and its affiliates, directors, officers and employees (hereinafter, “CITP”) harmless from and against any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys’ fees, costs) which may be incurred by CITP arising out of or in connection with User’s gross negligence or willful misconduct in performing any of its obligations under this Agreement or any violation or breach caused by User of any federal, state or local law, regulations or rule.
- All groups using the church will include with their applications their Certificate of Insurance naming Chapel in the Pines as an Additional Insured or will indicate that the group does not have insurance.
- Organization’s Certificate of Insurance should include but not be limited to these Coverages. Limits of Liability should be a minimum of \$1 million Occurrence/\$2 million Aggregate. Policies should be written on an “occurrence basis”. If any coverages are on a “claims-made” basis, this should be stated.
 - Commercial General Liability to include, but not limited to: Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Damage to Premises Liability, Products/Completed Operations.
 - Umbrella Liability
 - Workers Compensation/Employers Liability
- If applicable to the User/Group’s operations at CITP site as agreed with CITP:
 - Professional Liability (state specific type of coverage)
 - Sexual Misconduct Liability
 - Automobile Liability
 - Other (to be described in Application and in Certificate of Insurance)

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APPENDIX A:

CHAPEL IN THE PINES PRESBYTERIAN CHURCH
BUILDING USE APPLICATION

Name of user/group: _____

Address of user/group: _____

Phone: _____ Email: _____

If group, representative:

Phone: _____ Email: _____

Group's mission and objectives: _____

Name of or kind of event: _____

Purpose: _____

Space requested: _____ Sanctuary _____ Classroom(s) _____ Fellowship Hall _____ Kitchen _____ Garden

How often? _____ one time only _____ weekly _____ bi-weekly _____ monthly _____ other:

Date and time needed _____

Expected number of attendees _____ (refer to rental agreement regarding maximum allowed by fire code)

Will the kitchen be used? _____ If using a caterer, provide name and contact information:

As the representative of the above event, I acknowledge and agree to all of the requirements and conditions in Chapel in the Pines' Building Use Policies and Guidelines, and to all of the Terms of Agreement set out in this application. I understand I must provide evidence of liability insurance or state that there is none. I understand that I, nor the organization represented, may NOT publicize any meetings until approval of this application is granted by CITP.

Representative (Print and Sign Name)_____
Date

Exemption from Building Use Fee: It is the church's policy to make the building available to the public as much as possible to meet its commitment and ministry to the community. In addition, the building use fee may be waived for certain charitable organizations and groups sponsored by the church. Please discuss your reason for applying for an exemption with the church Office Manager or Pastor, keeping in mind that we have certain fixed costs of cleaning, heating, air conditioning, utilities, and maintenance that must be paid.

Church Representative Signature (if exemption is approved)_____
Date

Fees: _____ Check Number: _____

Organization's Certificate of Insurance Attached Naming CITP as an Additional Insured?

_____ Yes _____ No (But have requested copy) _____ Has No Insurance

Any special / additional insurance coverages in addition to those mandated in the Agreement, required by CITP, should be listed here. (See Section VII of the Agreement)

_____;