



Building Use Policy

New Life Presbyterian Church
970 Cape Horn Rd, York, PA 17402
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I. Facility Use Introduction

NOTE: Any or all persons requesting use of part or all of NLPC's facilities agree to all the rules and regulations set out in this policy. Please contact the church office with questions.

Purpose: It is New Life Presbyterian Church's (hereafter NLPC) desire that the property and facilities that God has entrusted to it be used to serve the cause of Jesus Christ, His people, and our community. NLPC wants these properties and facilities to experience maximum use for the greatest service.

Facility Use Categories: The use of facilities, grounds, and equipment is available for use by organizations, groups, and/or individuals, as defined by the below categories:

- **First Category:** NLPC Official Activities.
- **Second Category:** NLPC member sponsored activities, planned by members of the congregation, but not planned primarily to advance the mission of the church.
- **Third Category:** Other churches and Christian organizations' activities, planned by and for the participants of other Christian churches or organizations.
- **Fourth Category:** Community organizations involving no specific Christian affiliation, whose building usage does not conflict with the religious beliefs of NLPC.
- **Fifth Category:** Regular attenders, geographic neighbors, and broader community, with which NLPC as a whole or individual members of NLPC have an organic or relational connection, and whose building usage does not conflict with the religious beliefs of NLPC.

First and Second Category Exemption: First and Second Category activities are exempt from needing to sign a Facilities Use Agreement. These categories must follow the calendar procedures and General Facility Use Policies and Procedures.

Authority: Policies, procedures, and guidelines are developed and overseen by the Facilities Use Team, which is the diaconate. The session has final approval over the policies developed by the Facilities Use Team. Unless otherwise specified, pastoral and administrative staff (hereafter, "staff") are authorized to administer and implement this policy. Staff are also the primary point of contact.

II. General Application Procedures

Calendar Procedures: First and Second Category Activities require simple approval from staff, after the staff check the church calendar to confirm that there are no previous commitments. All other categories of requests for facility use must be submitted on a Facilities Use Application (hereafter "Application."). This Application consists of parts 1 and 2. Staff may review and render decisions on Application forms. Staff may also defer the decision on an Application to the Facilities Use Team. Unless the application is referred to the Facilities Use Team, staff will generally finalize application

responses within 2 business days. This form should be obtained from, and returned to, the church office at least seven days prior to the date of use. The date on which the form is received will establish the priority of the request when there is more than one request for the same space at the same time. Staff may not review or render a decision regarding their own personal Application.

Insurance Requirement: Organization activities classified under the **third** and **fourth** categories above are required to have a liability insurance policy with a minimum of one million dollars in liability coverage. Submission of a Certificate Facility of Insurance is required.

Gross Negligence Exemption: Please note that NLPC's liability insurance will NOT cover injuries sustained by you or a member of your group, while on church property, to the extent the injury is due to your group's negligence.

Annual Approval Needed for Ongoing Usage: Users approved to use the building for ongoing events must re-apply before the one year anniversary of the date the Application was approved.

Donation Suggested and Security Deposit Possibly Required: While NLPC does not charge for the use of its facilities, NLPC would request that User give a donation appropriate to the specific building usage, for the purpose of defraying costs of utilities and general wear and tear. **Third, fourth, and fifth category** users may be required to submit a refundable security deposit. See the Facility Use Application for details.

III. General Facility Use Policy and Procedures

Respect For Facility: The church facility should be treated with respect at all times and every effort made to leave it in as good or better condition than it was found. Rooms must be returned to their original arrangement.

Offices and Supplies: Participants shall not enter the church offices or use church supplies, phones, copy machine, computers or any other church equipment not noted on the Application for use of Facilities form or without expressed permission.

Liability: Damages to the facility or its contents by users of the facility are the responsibility of the users. NLPC liability for unforeseen circumstances, which require it to cancel use of its facilities, shall be limited to donations made.

Leave No Trace: Each group using the facility is responsible for set up for their event, clean up afterwards, and for leaving everything in at least as good a condition as they found it. Trash that is not removed from the facility to the garbage receptacles will be charged \$5 per bag. If there is any accidental damage to the facility, equipment, or materials, please let the pastoral or administrative staff know. The applicant must cover the cost of the repairs. Storage of supplies or materials will only be permitted at the discretion of the Facilities Use Team.

Use of Sound-Visual Equipment: Sound-visual equipment may only be used by an approved NLPC Technician, and with prior arrangements as designated on the Application for use of Facilities form.

This includes use of the soundboard, projector, mics, and stage cabling. While NLPC will make the initial contact between the Tech and the User, it is the responsibility of the User to obtain an approved NLPC Technician for any sound/stage arrangement changes. The recommended Tech rate is \$50 for the first hour and \$25 for each subsequent hour, although the final agreement regarding the rate is between the Tech and User. It is also the responsibility of the event sponsor to obtain assistance, via the NLPC Technician, with clearing any item from and restoring the item to its original configuration on stage.

Loaning of Equipment: Church property or equipment is to be used ordinarily on church grounds. No equipment, including items such as tables and chairs, is to be removed from the church property without approval.

Instrument Use: The piano and other instruments shall be available for practice and special events to church members when such use is approved. Use by other musicians is at the discretion of staff. Use of these instruments must be scheduled.

Forbidden Usage: The use of alcohol, gambling, tobacco, tobacco products, marijuana, or illegal substances are not permitted anywhere on church property. In the event of a wedding, the forbidding of alcohol usage may be waived on a case by case basis by the Facilities Use Team.

Food Use: Approval to serve food must be granted on the Application for Use of Facilities form.

Facility Event Supervision: All facility use activities must have a clear Supervisor in order to ensure participant safety and proper treatment and care of the facility. The individual named in charge on the Application for use of Facilities form will be the Supervisor, responsible for opening the facility, for proper behavior of the group, care of the facilities, and for lock-up of the facility. At the discretion of the staff, categories **three, four, and five** may be required to have a designated staff or church member in the facility. While NLPC will make the initial contact between the Supervisor and the User, it is the responsibility of the User to obtain an approved NLPC Supervisor. The recommended Supervisor rate is \$50 for the first hour and \$25 for each subsequent hour, although the final agreement regarding the rate is between the Supervisor and User.

Hours of Usage: The church is normally available for use from 5:30 AM-10:30 PM. Usage requests outside those times must be approved by the Facilities Use Team.

Use of the Kitchen: Serving of prepared foods is allowed including the use of appliances for the warming of foods. All food must be prepared ahead of time before serving in the NLPC kitchen.

Safety: Safety is very important. Rowdy activity is not appropriate at any time unless it is part of an organized and approved activity. Any harmful or unsafe activities are not allowed. Exit signs must remain visible at all times. Room capacity limits must be followed in order to comply with fire code.

Inclement Weather Safety: In the event of inclement weather, check with church staff to see if church facilities are open.

Facilities Use Application: Part 1: Facilities Use Request Form

Contact Name: _____ **Phone:** _____ **Email:** _____

Event Description: _____

Purpose Description: _____

Date/s needed: _____ If a recurring event, start and end dates: _____

Time: 1. For set up: From: _____

 2. For clean up: From: _____ To: _____

 3. Actual Time of Event: From: _____ To: _____

User Materials Brought On Site (attach an extra sheet if needed): _____

Facility Details:

Number attending (approx.): _____

Space needed: check requested areas below:

Sanctuary/Multipurpose	Classroom 4	Nursery
Fellowship Area	Classroom 5	Outdoors
Classroom 1	Classroom 6	
Classroom 2	Resource Room	
Classroom 3	Kitchen	

Equipment/Materials Needed:

Audio/Visual: Yes: _____ No: _____

Setup: Setup is the responsibility of the applicant. Please do not adjust the heat or A/C settings.

Nursery/Toddlers: User must comply with applicable state laws.

Equipment:	Projector: _____
Padded Chairs	Tables: Other
White Chairs:	Screen: DVD Player
TV: _____	

Office Use Only:

Security Deposit: [Y] [N] Amount: _____ Damages: _____ Refund amount _____

NLPC Tech: Name: _____

Supervisor: Name: _____

Facilities Use Application:

Part 2: Facilities Use Agreement, Including Hold Harmless, Idemnify, and Defend

This agreement by and between New Life Presbyterian Church 970 Cape Horn Rd
Church's Name *York, PA 17402*
Church's Complete Address

("Church"), and _____ ("User"),
User's Name *User's Complete Address*

will take effect on the _____ day of _____ and will continue for a period of _____
Day *Month* *Year* *Time Period*

WHEREAS, Church owns premises located 970 Cape Horn Rd
at York, PA 17402
Church's Complete Address

which is normally used for church purposes, and WHEREAS, User desires to use
the _____
Rooms of Church

area of the building for the purpose _____ and
of _____
Purpose of Use

WHEREAS, Church has agreed to allow User to use the building provided that the following terms
and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Church agrees to let User use the above described premises for the above described purpose on

Describe the Times and Days of Usage _____
Name of Church's Contact Person
is the contact person for Church _____
and _____ is the contact person for User to
coordinate the details of usage.
Name of User's Contact Person

2. In consideration for the benefit of using Owner'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 the 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. 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 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 agrees that the user has full obligation for the care of participants associated with User’s building use. If minors are present, User agrees that User is responsible for compliance with all applicable state laws.

7. User agrees to hold harmless, indemnify and defend Church (including Church’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, 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 the Church (including Church’s agents, employees and representatives) or otherwise.

8. 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.

9. 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.

10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

10.5 In the event that 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.

11. 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 Church.

12. Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If 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.

13. This document, the Facilities Use Application Parts 1 and 2, contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____
Day Month Year

Church Representative

User Representative

Printed Name

Printed Name

Signature

Signature

Church Position (Title)

User’s Position (Title)