

First Church in Windsor, UCC

“Living by Faith, Known by Love, A Voice of Hope”

Policy for Building and Property Use

First Church in Windsor is committed to a welcoming hospitality in service of our community. This means that we try to accommodate needs that are brought to us by individuals and organizations within the parameters of our ability. Safety is of highest concern: safety for our guests, members and children and youth; safety for our facilities which are dedicated to God’s purposes and Christ’s ministry; safety for the spiritual wellbeing of all who use these buildings and grounds. We believe our assets are gifts both from God and from our predecessors in this place and we therefore have a responsibility to ensure their stewardship. We welcome others to make use of our property within the policies set forth below.

To that end, these policies are adopted by the Prudential Board and Church Cabinet so that fairness, good stewardship and safety in the allocation of precious resources may be observed.

Agreements and Contracts:

The church has a Facilities Use Agreement Form which must be **completed by all users** regardless of their relationship to the church. This allows for effective management and stewardship of our property resources and reduces the risk of errors in dates, facilities and availability of staff. The stipulations of that Agreement are considered part of these policies.

Ongoing agreements with organizations (such as Scout troops, Music School, NAMI) must be approved by the Prudential Board unless sponsored by a different church board. However, such agreements are subject to annual review by the Prudential Board and factors such as appropriate use of property, attention to clean up, and scheduling cooperation will be considered.

Rental contracts for long term use of the property, whether residential, commercial or nonprofit, will in every instance be subject to the provisions of these policies and those implied in the Facility Use Agreement, reviewed by attorney, and approved by the Prudential Board after due diligence. Such contracts are required to include the following:

- Indemnification provisions matching at minimum those in the Facility Use Agreement
- A hold harmless clause directly in the contract
- A clear stipulation that their insurance is primary and noncontributory (proof required)
- A waiver of subrogation

In the case of our sponsored Boy Scout troops, the charter agreement will supersede the present building use agreement until Troop leaders and members of the Prudential Board and the Senior Minister have an opportunity to review the areas of conflict (if any) and propose ways to resolve them.

In the case of neighborhood organizations with a prior history of repeated use of facilities, the Senior Minister may waive repeated completion of the agreement and allow a single agreement to cover a calendar year. In her/his discretion, fees for use may be waived or reduced.

A coordinated, updated calendar will be maintained by the church office at all times.

Safe Conduct:

All users will be required to sign a statement of compliance with safe use of facilities provided by the church with the completion of the building use agreement. Any refusal to sign and any nonadherence to the policies and practices of Safe Conduct will result in termination of the use of the building.

First Church annually will offer Safe Conduct Training to long term users of the facilities. Participation will not be required, per se, but strongly encouraged. If the user group has its own access to training, we will ask them to inform us of that.

In general, First Church will not allow use of Nelson Hall for large events when the Early Learning Center is in session. If it cannot be avoided, precautions will be taken to ensure no person other than ELC staff and volunteers has access to the children.

Fee Schedule:

The fee schedule for use of various spaces will be established by the Prudential Board and reviewed annually. As a matter of course, in the case of members and nonprofits aligned with our mission, the Senior Pastor will have the authority to adjust fees on an as needed basis, and written record will be kept of all such adjustments.

Events hosted by Church Members:

Family events hosted by a member of the church are welcomed at a suggested donation of \$50 for a small event and a reduced fee for larger events.

Events hosted by organizations sponsored by First Church or one of its boards:

Nonprofits in this category may have their fees adjusted by action of the Senior Pastor.

Insurance:

First Church's insurance through The Insurance Board covers property and casualty occurrences for church sponsored events, including weddings, funerals, users sponsored by church boards, etc. It should not be our first line of defense for other users such as non-sponsored scout troops, music lessons, nonprofits, etc.

- In all instances of organizational use of the property, the organization will be required to present contemporaneous proof of insurance for a minimum of \$100,000 for property coverage and \$1,000,000 for liability. Such proof must be provided at least one week prior to an event or the event's use of First Church will be cancelled.
- In instances of individual use of the property for private, non-organizational functions, the user will be asked to provide a certificate from their homeowner's insurance broker as

to the coverage for the event. If a large event (over 75 people), the church will ask that the individual obtain a one-day event policy.

- In the cases of both organizational and individual use, both short term and long term use, a hold harmless clause will be built into contracts. It is stipulated that their coverage will be primary and noncontributory, and will waive subrogation of the church.

Decisions as to Availability

First Church is not under an obligation to make its facilities available, although our core values and mission lead us in that direction. Nevertheless, there may be occasions when the level of use, the conditions of the facilities, or the needs of the church and its ministries have to supersede others' needs and wants. The Senior Pastor, in her or his sole discretion, may decline a request for use of our facilities and will communicate that decision and its reasoning to the Prudential Board at its monthly meeting.

Nonprofits, For Profits and Individuals all may request the use of space at First Church. The Senior Minister shall make decisions as to appropriateness of specific uses of the facilities based on alignment with First Church's Vision, Values and Mission as well as actual availability of space for the event on the date requested.

Access to Facilities

Each responsible, authorized user will have one authorized key. This key may not be copied and must be returned at the end of authorized use.

Cancellation of Events

The Facilities Use Agreement contains stipulations as to cancellations by the church and by the User. These stipulations are considered a part of these policies. A decision to cancel a User's event due to conflict with First Church's ministry (such as a previously unscheduled funeral and reception) shall be made by the Senior Minister. All possible efforts will be made to offer alternative space within First Church's facilities. However, such may not be possible.