

**First Congregational Church
United Church of Christ**

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Facility Use Policy

Established by the Church Council

Effective Spring 2013

June 1, 2013

First Congregational Church, UCC

Atlanta, Georgia

Facility Use Policy

Purpose

The purpose of this policy is to establish the priority use of the facilities of First Congregational Church, United Church of Christ, Atlanta (the Church), the conditions under which they may be used and restrictions on use. The rental and user fees are listed under separate cover. This policy designates the various church entities that are responsible for its enforcement and administration.

Scope

This policy applies to all members, officers, lay leaders and employees of the Church as well as any non-members and entities that are potential or actual users of Church facilities.

Introduction

First Congregational Church facilities and properties are first and foremost places of worship, entrusted to the watch care and safe keeping of the current congregation for future generations. The giving of tithes and offerings, time, talent, and love to this Church over the years has created a place which must be maintained and preserved as a living testimony of affection and devotion to the Lord. First Congregational Church has a rich heritage that should be respected primarily as a spiritual and holy place deserving of reverence and preservation. The spiritual ministry and mission of the church will always be the first and foremost consideration when requests are made for using the Church buildings and grounds.

The Church also seeks to serve the community and to honor its Christian Commitment to service and outreach by making the use and comfort of Church facilities available to members and non-members.

Statement of Policy

1. General

First Congregational Church will refrain from permitting any use of Church property which is not compatible with its various ministries or might jeopardize either its religious affiliation or tax exempt status. Priority use of Church facilities shall be in the order of (1) Church functions, (2) Church-related ministry functions, (3) Church member use, (4) Church related-party functions, (5) non-member use. In order to minimize the wear and tear on the building and furniture; ongoing, recurring use of 105 Courtland Street by non-church entities is discouraged and must be approved by the Board Of Trustees (BOT). Instead, individuals and entities interested in such use are encouraged to use available space in The Commons.

The Church reserves the right to restrict the use of political or inappropriate advertising.

2. Rental/Lease Agreement

A properly and fully executed written contract is required for rental or lease of Church facilities (i.e. wedding, party, etc.). A non-refundable security deposit is required in order to reserve and hold rented or leased space(s) unless complementary use is authorized pursuant to this policy. In computing cost of rental or lease, this fee shall be deducted from the total amount of remaining charges and fees. A cleaning/damage deposit is collectable. Upon clearance by the facility manager, it will be refunded within ten (10) business days after an event or the rental premises are vacated. Property damage beyond normal wear and tear, failure to return all keys and/or unclean spaces or utensils will cause the latter deposit or a reasonable portion of it, to be forfeited by the renter or user. The amount of the deposits are set out in Appendices B and C; the deposit required for recurring or long term rental or lease is 10% of the rental/lease fee but may not be less than that required for casual use.

3. Fee Schedule

- A. Appendix B
- B. Wedding and Associated Use – Please see Appendix C, Wedding Policy
- C. (Reserved)
- D. (Reserved)
- E. Extended Use – The facility manager is authorized to assess and collect the hourly rate that is specified in the fee schedule for use or occupancy of a Church space that is beyond the agreed upon rental time. A maximum grace period of thirty minutes (½ hour) beyond the rental period is permitted.
- F. Vendor Use – Fee may be negotiated as a percentage of revenue by the Rental/Lease Coordinator
- G. Recurring or Continuous Use – Fee to be negotiated by the Rental/Lease Coordinator; a security deposit and a damage/cleaning deposit are required.
- H. Complimentary Use
 - 1) Church Members - Regular members of the Church who discharge their responsibilities of membership as defined by Article V, Membership, of the Church Constitution as amended, are exempt from payment of facility rental fees. For the purposes of this policy, membership shall also include any individual who has not reached twenty-six (26) years of age, is dependent on his or her parent(s) or guardian(s) for primary means of livelihood or support and whose parent(s) or guardian(s) have discharged the responsibilities of regular Church membership for no less than the immediate preceding twenty-four (24) months prior to desired use.

- 2) Special Consideration - Upon the recommendation of the Senior Minister (SM) of the Church, the Board of Trustees (BOT) may waive payment of facility rental fees of designated facilities by Church partners and others whom he or she deems warrant such courtesy. Such complementary use does not include waiver of payment of service fees and deposits. In an instance in which the SM and BOT fail to agree after diligent effort to do so, either party may request that the Church Council resolve the issue; the Council's opinion shall be decisive.

4. Condition of Church Premises

The premises shall be clean and in safe condition when made available for use beyond that which is customary and ordinary. They must be in the same condition after use; if not, a cleaning fee shall be assessed by withholding all or a reasonable portion of the renter's cleaning/damage deposit. Candle use is permitted with adequate candelabras; canned fuel (i.e., sterno) is permitted when used with appropriate chafing dishes. Use of tacks, staples, or non-removable tape or adhesives on walls and church furniture is prohibited.

5. Musical Instruments

All musical instruments, including organs and pianos, are off limits and not included in any rental, lease or complementary use agreement unless expressly permitted in writing by the Church. Service by a Church musician or use of a Church instrument by a guest musician must be arranged with the Minister of Music no less than two (2) weeks prior to a scheduled event. Equipment or instruments rented from a commercial provider may be used on the premises at the sole cost and responsibility of the individual renting the equipment or instruments. The vendor, placement, delivery and set-up, and removal of all rented items and associated wiring must be coordinated with the facility manager or wedding ceremony coordinator. The Church must be provided with a copy of the rental contract before delivery. The facility manager's opinion as to the allowable electric load will be decisive.

6. AV Equipment

Church equipment may be operated only by a technician provided by the Church. He or she is not authorized to operate any privately owned or rental equipment nor is the Church responsible for such equipment. The fee for the services of the AV technician varies depending on the services provided.

7. HVAC, Lighting & Electronic Security Systems

Only the facility manager, Chair of the Buildings & Grounds Committee, the sexton or other authorized individual may adjust or attempt to reprogram the current settings.

8. Parking

The parking facility adjacent to the sanctuary building is operated as a commercial lot by contractual arrangement of the Church. Complementary parking is restricted to individuals

attending worship or other Church activities, Church members on Church business, wedding and child dedication celebrants and others attending a funeral at the Church. Exempt use for any other activity must be coordinated with the Chair of the Buildings and Grounds Committee no less than seventy-two (72) hours in advance of the schedule activity.

9. Manual Security

Uniformed, armed manual security service, if it is to be used, must be provided by the church's contractor whose hourly rate is set by a mutually accepted agreement (contract).

10. Prohibited Behavior

Smoking is prohibited throughout the entirety of the church campus, including on or about the exterior premises. No controlled substances, other than those that are legally prescribed by a physician, firearms or gambling are allowed in any church building or anywhere on church property.

11. Alcoholic Beverages

Under no circumstances may alcoholic beverages be served, consumed or handled on the premises of the Church, including its parking lots and outdoor green space, by any person who has not attained the age of twenty-one (21). The consumption of alcohol in the sanctuary building situated at 105 Courtland Street is expressly prohibited except when used by clergy as a part of a religious rite. Beer and wine may be served and consumed, with proper restraint, in The Commons. Non-alcoholic alternative beverages should be available for those who choose to abstain.

12. Vendor Tables, Stands or Vehicles

Outside vendors offering goods or services for profit may not market on church premises without previous rental arrangement or licensing with the facility manager. The manager is responsible for assignment of space however neither pedestrian nor motorized traffic may be impeded. Interior assigned space will be limited to the ground level floor (lobby or fellowship hall) of 105 Courtland Street or The Commons; exterior space will be limited to a paved surface. Arrangements may be made for single or recurring use.

Food vendors must have all licenses and permits required by applicable statutes, ordinances and regulations.

A non-profit organization or a non-member author conducting a book signing may be granted complementary space on the ground floor of 105 Courtland Street, assigned by the facility manager. Use of the sanctuary atrium space is restricted to church members and in-house church organizations and activities. Church organizations and members are not authorized to offer or assign spaces to any non-Church entity regardless of its status or purpose. In order to preserve the attractive and uncluttered appearance of the sanctuary

atrium, hand-lettered signage should not be displayed; bags and supplies should be stored out of sight.

13. Outdoor Activities

At the expense of the renter, at least one security officer or guard must be on the premises during an outdoor activity. All outdoor activities must terminate no later than 10:00 PM.

14. Outdoor Shelters, Furniture and Lighting

The church does not provide outdoor shelters (tents), furniture or supplemental lighting. They may be rented from a commercial provider; the vendor, placement, delivery and set-up, and removal must be coordinated with the Church. The Church must be provided with a copy of the rental contract before delivery.

15. Lost/Found Property

All items left on church premises following rental or complementary use will be considered abandoned if not claimed by the owner within five (5) days of conclusion of use. Abandoned items are subject to disposal at the discretion of the Church.

16. Adjunct Facility Use Policies

Other policies that involve use of church facilities shall not conflict with the provisions of this policy, including the fee schedule and provision for complementary use.

17. Marketing/Advertising

Any marketing or advertising collateral related to events held at the Church must be cleared by the Senior Minister prior to its distribution. This includes flyers, posters, postcards, digital media, commercials, and any other published material related to the event.

Indemnity Statement

The user must agree to indemnify and hold harmless, the Church, as owner of the facilities, its employees and agents from and against all damages, demands, suits, or claims that may arise in connection with use of Church facilities.

Insurance Requirements

Upon advice of the Church Attorney, a non-Church entity may be required to provide proof of insurance sufficient to cover any damages or injuries arising from its event or activity associated with the use of Church facilities or property. The insurance certificate, if required, must be dated within thirty days of the scheduled event or activity and provided to the Church at least five (5) business days prior to use of the facilities.

Payments, Deposits and Refunds

All payments and deposits must be tendered by check or money order made payable to First Congregational Church, UCC, Atlanta. The cancelled check shall serve as a receipt. Cash is not acceptable. The Wedding Ceremony Coordinator, Rental/Lease Coordinator or other authorized recipient is personally responsible for transmitting checks and money orders to the Church

Finance Administrator, with identifying information, no later than the following business day after receipt. Refund checks will be mailed to the intended recipient within ten (10) business days after authorization of the remittance.

Administration

1. The Church Facility Manager is responsible for the enforcement and day-to-day administration of this policy and the coordination of its various components. The facility manager shall insure the pre-rental clean and orderly condition of the Church spaces or premises that are to be used by a renter and inspect the post-rental condition of a vacated Church space; if acceptable, the manager will authorize return of the cleaning/damage deposit but if the condition after use is not satisfactory, the manager is authorized to direct the Church retention of the entirety or a portion of the damage/cleaning deposit. During the extended absence of the manager, the Chair of the Building and Grounds Committee may authorize refund or retention of the deposit. The manager is required to provide a monthly report to the BOT on all use of church facilities beyond the customary and ordinary Church uses and those by its member organizations.
2. The Church Secretary will receive all initial inquiries and contacts regarding use of Church facilities and process them as directed by established procedure. The Secretary will maintain a master calendar of all facility use and space assignments. Activities of the church, including meetings of church organizations, shall have priority access to church facilities unless a monetary deposit or payment has been accepted by the Church for use of a designated space. If such a conflict should arise, the Church activity will be assigned to an alternate space on the campus. In the instance in which a security deposit is required, facilities or space will not be assigned (reserved) until the Church receives the required deposit.
3. The Rental/Lease Coordinator, designated by the Chair of the BOT, is a member of the Church preferably with knowledge of the real estate industry. The coordinator is responsible for negotiating all recurring and continuous rental use of church facilities. Fees for ad hoc use are set out in the Facility Use Fee Schedule. The coordinator is required to provide a monthly report to the BOT on his or her activities in pursuit of tenant use of church facilities.
4. The Church Council shall cause the continuing population of a wedding committee comprised of no less than two (2) Church members who will discharge the responsibilities of Wedding Ceremony Coordinators. The Chair of the Council shall designate one of the two or more as the principle coordinator who will be responsible for insuring that each inquiry of interest in use of church facilities for a wedding, whether by a church member or non-member, is assigned to a ceremony coordinator. The assigned coordinator is responsible for prompt follow-up to the inquiry and shepherding the planning, arrangements and execution of the wedding and reception on behalf of the Church. The principle wedding coordinator is expected to report the activities of the wedding committee to the Council.
5. The Facility Associate is a casual assigned individual responsible for building access and the proper functioning of mechanical, electrical, sound and ancillary systems as well as other duties that may be assigned by competent authority, when Church facilities are in use.