

Westminster Presbyterian Church Facility Use Policy (non-wedding)

Westminster is part of ECO: A Covenant Order of Evangelical Presbyterians (“Westminster”). All events held at Westminster must respect the essential tenets and core values of ECO and must comply with the Facilities Purpose Statement.

Facilities Purpose Statement

The facilities of Westminster were provided through God’s benevolence and by the sacrificial generosity of members of Westminster. Westminster desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally open to the public, on occasion, we make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with our faith or moral teachings, which are summarized in, among other places, the ECO *Essential Tenets, Polity and Rules of Discipline*. Further, WPC’s facilities may not be used for activities that contradict, or are deemed inconsistent with, our faith or moral teachings. The Session is the final decision-maker concerning use of Westminster’s facilities.

This restricted facility use policy is necessary for two important reasons. First, Westminster may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict its beliefs would be material cooperation with that activity and would be a grave violation of our faith and religious practice. (2 Cor 6:14; 1 Thess 5:22.)

Second, it is important that Westminster present a consistent message to the community and that Westminster’s pastors, elders, deacons and staff conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to our faith would have a severe, negative impact on the message that Westminster strives to promote. It could also cause confusion and scandal to church members and the community because they may reasonably perceive that by allowing use of our facilities, Westminster agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict Westminster’s faith or moral teachings use any of its facilities, nor may Westminster’s facilities be used in any way that contradicts Westminster’s faith or moral teachings. This policy applies to all of Westminster’s facilities, regardless of whether the facilities are connected to the church’s sanctuary, because Westminster sees all of its property as holy and set apart to worship God. (Col 3:17.)

It is essential that the details related to any event be arranged well in advance. The following are the procedures, authorized by the Session, for planning of any event at Westminster:

- **FACILITIES:** Active members of Westminster and organized groups that are part of the ministry or sponsored activities of Westminster may reserve our facilities for an event in accordance with established rules and procedures. A non-member may request permission to reserve our facilities for an event if they obtain the approval of the Session and meet all of the following qualifications:
 - 1) Groups or persons requesting facility use must be sponsored by an active member of Westminster.

- 2) Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facility are not inconsistent with Westminster's faith and practice.
- 3) The group or persons seeking facility use must submit a signed "Facilities Request Form."
- 4) The group or persons seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by Westminster's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.
- 5) Requests by active members of Westminster and organized groups that are part of the ministry or sponsored activities of Westminster will receive priority over any non-member request.
- 6) The group or persons seeking facility use must obtain approval from the Session before they can charge admission or collect money during any event.

- ☐ **ARRANGEMENTS:** All arrangements for an event must be coordinated through the church office. Once the "Facilities Request Form" is completed and submitted to the church office, the event may be tentatively scheduled but is not final until it is approved by the Session.

- ☐ **FACILITY USE RULES**

- 1) No alcohol may be served in church facilities.
- 2) Smoking in any indoor church facility is prohibited.
- 3) Groups are restricted to only those areas of the facility that the group has reserved and common areas intended as support for those areas.
- 4) Food and beverages in classrooms and worship space are not allowed, unless expressly authorized by church staff prior to the event.
- 5) Church equipment, such as tables and chairs, must be returned to original placement, unless arranged otherwise with church staff prior to the event.
- 6) All lights must be turned off and doors locked upon departure, unless arranged otherwise with church staff prior to the event.
- 7) The church office will notify the janitorial service of the date of your event. They will determine the cost of the cleaning service for your event depending upon the time of day and the specific rooms used. The janitorial service is only responsible for cleaning, which generally covers only vacuuming and general cleaning. The clean-up fee does not cover cleaning tables or chairs, which must be wiped clean or a cleaning fee equal to that charged to the church will be applied. The clean-up fee also does not cover cleaning of any food or drink spills, which, if not entirely cleaned, will result in a cleaning fee equal to that charged to the church being applied. Also, the janitorial service is not responsible for the removal of decorations brought in or the movement of any furniture. If you are using Beard Hall for the event, the janitorial service will

set up the room according to any diagrams given to them in advance and will reset the room for Sunday morning.

8) Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited on church premises. Any person exhibiting such behavior must be required to leave the premises.

9) Church kitchen facilities may not be used, unless arranged otherwise with church staff prior to the event. If use is permitted by the church staff, the kitchen must be completely cleaned, including dishes, surfaces, floors and all trash taken to the parking lot dumpster, or pay a cleaning fee equal that charged to the church.

10) Use of the sound system in the sanctuary and Beard Hall are allowed only with the hiring of a member of the church who has been trained to operate the sound system. Alternatively, the group may bring its own sound system, although it must be mindful that the church is located in a residential neighborhood.

11) The sanctuary is a place of dignified beauty where worship may be directed to God through Christ. Decorations are not required to enhance the simple beauty of the sanctuary for the purpose to which it is dedicated. Any desired decorations must be approved by the church office before that may be brought into the sanctuary.

□ **FEES**

Use of Sanctuary/Beard Hall (member)	\$0
Use of Sanctuary (non-member)	\$ varies based on usage
Use of Beard Hall (non-member)	\$ varies based on usage
Sound Engineer (member)	\$150 (2 hours)
Sound Engineer (non-member)	\$150 (2 hours)
Janitorial service	\$200

All fees must be into the church office at least two weeks prior to the event. **Fees are subject to change.**

At the discretion of the Session, a deposit may also be required.

□ **INSURANCE**

For all non Westminster-sponsored events and unless otherwise expressly waived by the church staff prior to the event, the group using the facilities must maintain workers' compensation insurance as required by North Carolina law, commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$100,000 damage to premises rented to the group and \$5,000 of medical payments and automobile liability insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage, with limits no less than \$1,000,000 per accident. If the activities of the group at the facilities will involve care of children or elderly, the group must also maintain Abuse and Molestation coverage with minimum limits

of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. All such coverage must include Westminster, its officers, elders, deacons, staff and members as additional insureds. Evidence of such coverage shall be provided via a certificate of insurance furnished to Westminster on an ACORD or equivalent form prior to use of the facilities.

The user must also sign a "Release, Indemnity and Hold Harmless Agreement," a copy of which is attached.

Please call the church office, 704/376-0751, if you have any questions or need any assistance. To meet at the church with anyone assisting with the event, please call the church office to set up a time.

Facility Request Form

Name of person or organization requesting use of facilities: _____

Please state whether you are a:

☐ Church Member ☐ Church-Sponsored Ministry ☐ Non-Member ☐ Non-Member Group/Organization

For Non-Member or Non-Member Group/Organization,

Name of active church member sponsoring request for use of facilities: _____

Contact Information:

Address: _____

Phone #: _____

Email Address: _____

If the requested use is by an organization, please briefly state the organization's purpose and mission:

Please indicate the organization's website, if any: _____

Please describe which church facilities you are requesting to use and the purpose for which you intend to use the facilities: _____

What date(s) and time(s) are you requesting to use the facilities: _____

I certify that:

1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith.
2. To the best of my knowledge, the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.

3. I am not aware of any beliefs that are professed by me or, if applicable, the organization I represent and which is requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.
4. I understand that, upon approval of my facilities use request and unless otherwise waived, I will need to provide a security deposit in the amount of \$_____, any other fees required by the church, and a certificate evidencing the insurance required by the Facility Use Policy.
5. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the Session's or its official designee's approval, which is conditioned in part on my agreement to the requirements in the "Church Facility Use Policy," a copy of which I have read and which I understand.
6. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities.
7. The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew 18 and 1 Corinthians 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation governed by the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. Any such mediation will be held in Charlotte, NC.

Signature:_____

Date:_____

Name:_____

Title (if applicable):_____

Release, Indemnity and Hold Harmless Agreement

It is the purpose of this Release, Indemnity and Hold Harmless Agreement (this "Agreement") to allow the undersigned, _____, to benefit from the use of the facilities of Westminster Presbyterian Church, Inc., Charlotte, North Carolina ("Westminster") without exposing Westminster to any risk of loss or harm. Accordingly and in consideration for receiving permission to use the facilities of Westminster, the undersigned, on its/his/her behalf and on behalf of each other person using the facilities of Westminster through the undersigned (hereinafter referred to collectively as "releasors"), hereby

1. releases, waives, discharges and covenants not to sue Westminster or its pastors, officers, elders, deacons or employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by any releasor, or to any property belonging to any releasor, whether caused by the negligence of the releasees, or otherwise, while at or using the facilities of Westminster and while in transit to or from such facilities.
2. agrees to indemnify and save and hold harmless the releasees, and each of them, from any and all claims, demands, losses, liabilities, damages or costs that any of them may incur in connection with or arising out of any releasor's use of the facilities of Westminster or transit to or from such facilities, whether caused by the negligence of any or all of the releasees, or otherwise.
3. agrees to reimburse Westminster on demand for any and all costs or expenses, including all repair costs (other than normal wear and tear), incurred by Westminster as a result of the use of the facilities of Westminster by any releasor.

In signing this Agreement, the signatory acknowledges and represents that:

- A. He/she has read this Agreement, understands it, and signs it voluntarily as his/her own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; and
- C. He/she executes this Agreement for full, adequate and complete consideration, fully intending to be bound by same.

Signature: _____ Date: _____

Name: _____

Title (if applicable): _____