**Baker Memorial United Methodist Church**

**345 Main Street, East Aurora, NY 14052**

***Agreement, Policy, and Procedure for Use of Church Facilities***

*(As determined by the Baker Church Board of Trustees)*

***Leaders, please make yourselves familiar with this policy.***

This agreement by and between Baker Memorial UM Church and

(User)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contact person’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(User’s Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(User’s phone, & email) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement takes effect on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User(s) desire to use the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area of the facilities for the purpose of, \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This usage request form must be completed and submitted to the Church office for approval by Facilities Manager Lisa Doutt, or another person or Committee appointed by the Board of Trustees.

Baker Memorial UM Church (Baker Church) has agreed to allow User(s) to use the facilities provided that the following terms and conditions are met. Conduct of the people using these facilities must respect the interests of Baker Church and of other people who use the building. Users agree to abide by the rules and regulations for the use of the premises set forth in this agreement.

1. This Fee Schedule covers maintenance and utility expenses incurred by Baker Church for use of individual rooms by community groups, and Baker members and friends who use Baker’s facilities for non-church functions.

Chapel - $10.00 per use

Classrooms - $10.00 per use

Youth Room - $10.00 per use

Dinette - $10.00 per use

Kitchen - $25.00 per use

Frantz Hall - $50.00 per half day (5 hours or less); $100.00 per full day (more than 5 hours)

Sanctuary - $50.00 per half day (5 hours or less); $100.00 per full day (more than 5 hours)

Parking Lot – Donation at user’s discretion

Facility use fees for Cub Scouts - $30.00/month for pack meetings; $50.00 for special events.

Facility use fees for Girl Scouts - $10.00/month for troop meetings, plus corresponding fees for kitchen and dinette usage.

1. User(s) agree that the premises will not be used for any unlawful purpose, and all persons using Baker facilities will obey all laws, rules, and regulations of all governmental authorities.
2. Smoking and use of alcoholic beverages is not permitted anywhere on the church premises.
3. Users agree that no part of the Baker premises will be used for any purpose that is contrary to the mission, purpose, and beliefs (see statements below) of Baker Church.
4. Users are solely responsible for implementing appropriate screening and supervision to protect children, youth, and vulnerable adults attending user’s function(s) at Baker Church.
5. Organizational Users shall carry liability insurance with a minimum liability occurrence limit of $1,000,000, and a $3,000,000 aggregate limit. The User will provide a certificate of insurance to Baker Church at least seven days prior to the date upon which the User begins to use Baker Church’s facilities. The certificate of insurance will indicate that the User has made Baker Church an “additional insured” on User’s policy with respect to Baker Church facility use by User.
6. Individual Users shall obtain Activity Participation Agreements (either provided by or acceptable to Baker Church) from each participant in the activity who are minors, signed by at least one parent or legal guardian.
7. User agrees to indemnify, defend and hold harmless Baker Church, its officers, employees, agents, members and assigns from and against, and to pay Baker Church for any liability related to any suits, claims, complaints, damages, judgments, costs and expenses (including legal expenses and court costs) of whatsoever kind and nature, imposed upon, incurred by, or asserted against Baker Church in any way related to or arising from the execution, enforcement, or performance of this Agreement or User's use of the Facilities. User's duty to indemnify, defend, and hold harmless Baker Church pursuant to this Indemnification includes, but is not limited to, claims related to or arising from bodily injury or death or from damage to property and the loss of use resulting from such damage, regardless of whether such injury, death or damage occurs to individuals or property owned by individuals who are participants in User's events and activities and regardless of whether such injury, death, or damage was caused in whole or in part by any act or omission of Baker Church.
8. Users agree to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and agree to use the premises only if it is in a safe condition.
9. Users who use a key to unlock the outside door by the church office must re-lock it with the key. The lock timer will only work if the door latch is sticking out of the door frame. Door should click loudly when opened if the lock and latch are in the correct position.
10. If User needs a TV/DVD player or projector/screen, please make your request in advance.
11. The Sanctuary audio, video and computer equipment may not be used without permission and instructions from Facility Manager, Lisa Doutt. Arrangements to use this equipment and/or have Baker provide people to operate it must be made at least 7 days in advance of User’s event in the sanctuary.
12. Users that need to move furniture and/or equipment in any room or space must return all that is moved to where it was found and in its original order following User’s function. This includes mics, stands, cords, tables & chairs, portable video equipment, etc.
13. Users will be responsible for cleaning up when finished using the premises, including sweeping hard floor areas, vacuuming carpeted areas, cleaning tabletops, washing and putting away dishes, and emptying trash. Restrooms are to be checked and cleaned where necessary. Full trash bags should be taken to the dumpster in the parking lot.
14. At event conclusion, the last person out of the building shall insure that ALL lights in use shall be turned off and ALL doors and windows are closed and securely locked before leaving.
15. Users will be solely responsible for fees incurred for cleaning, repairs, or replacement of equipment due to damage that may result from User’s use of the premises. PLEASE inform Baker Church by phone or email, of any damage, on the day that it occurs.
16. Some flexibility may be required by community groups that use church facilities, to provide for regular church activities, building and grounds maintenance, or use by other groups.
17. Baker Church reserves the right to cancel, restrict, or refuse any use agreement at any time.  If a cancellation is made by the Church, notice to the User will be given if possible and any fees paid by the User will be refunded.
18. Users agree not to assign any of their rights under this agreement, and any such assignment will void this agreement at the sole option of Baker Church.
19. Baker Church and User(s) agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Baker Church and User(s) 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.
20. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Date of Agreement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Baker Church Representative Signature User/Organization Representative Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Baker Church Rep. Printed Name User/Organization Rep. Printed Name

**Guidelines for Room Usage**

1. All users must contact the office prior to meeting to put event or activity on the master calendar.

2. A room will be assigned depending on your group size. Baker Church is following the CDC and NY State COVID mitigation guidelines. As of January 1, 2022, the following rooms are available for meetings and events: chapel, parlor, sanctuary, dinette, youth room and Frantz Hall. Current capacity: chapel-30, parlor-8, sanctuary-133, dinette-8, youth room-20 and Frantz Hall-70. Physical distancing must be maintained therefore the current capacity per room is less than actual capacity at this time. These guidelines are subject to change as per the CDC, NYS Department of Health, and the UNY Conference of the UMC.

3. Masks must be worn by all people upon entering, exiting, and moving about the building.

4. Users may only occupy their assigned room.

5. Use only the bathroom on the floor of the assigned room.

6. Shared food and/or beverages are prohibited. Individually wrapped food and beverages are permitted in the Chapel, Frantz Hall, and Dinette.

7. Non-member groups must provide sanitizer and/or disinfectant for group. Church member groups - supplies will be available for your use.

8. When meeting is over, please disinfect table tops and wipe down any other areas the group has used.

9. All belongings shall be carried out as group’s participants leave the building, including supplies brought in. Please deposit all bagged trash in the dumpster in the parking lot.

Statement of Mission: *Living God’s will to love, welcome, and share Christ with all*.

Statement of Purpose: *To support and equip Christ’s followers, to reach the lost, to serve those in need, and to display the love of Christ to others, both individually and as a body of believers (John 15:10 & Matthew 22:37-39).*

Statement of Beliefs: *We believe in God, the Father Almighty, Creator of heaven and earth.*

*We believe in Jesus Christ, God’s only Son, our Lord, who was conceived by the Holy Spirit, born of the Virgin Mary, suffered under Pontius Pilate, was crucified, died, and was buried; he descended to the dead. On the third day he rose again; he ascended into heaven, he is seated at the right hand of the Father, and he will come again to judge the living and the dead.*

*We believe in the Holy Spirit, the holy Church universal, the communion of saints, the forgiveness of sins, the resurrection of the body, and the life everlasting.*

*We believe Holy Scripture is inspired by God (2 Timothy 3:16); we believe the Holy Spirit indwells within those who choose Jesus Christ as Lord; we believe in the abundant life found only through faith in Jesus Christ, who is the Way, the Truth, and the Life (John 14:6).*

*Because these beliefs are foundational to our ministry (Matthew 7:24), everyone participating in our ministry, and/or attending events held on our premises, are expected to act in a manner that promotes and supports these beliefs.*