

# PROSPER UNITED METHODIST CHURCH

1801 Lanier Way Prosper, TX 75078  
Office Hours: 9:00 am – 12:00 pm, Monday – Thursday  
[\(972\) 347-2372](tel:(972)347-2372)

## Facilities Use Policy

### I. Statement of Purpose

As a body, the members, trustees, and staff of Prosper United Methodist Church (PUMC) believe that a church serves not only its membership family but also the community of which it is a part. PUMC desires to open its doors, literally and figuratively, in that spirit to individuals and groups whose requests have merit in terms of ministry and community service. The following policies have been written and approved in order to standardize and regulate the use of the building, grounds, and equipment of Prosper United Methodist Church.

For all those requesting use of these facilities, it is understood that Prosper United Methodist Church is a religious, not-for-profit, tax-exempt organization. It is further understood that the Renter/User will not conduct or allow to be conducted any program(s) or take or allow to be taken any actions that damage the image or undermine the principles and beliefs of Prosper United Methodist Church.

### II. General Regulations/Procedures

The following regulations and procedures apply to all requests and contracts associated with the use of Prosper United Methodist Church facilities. As such, all Renters/Users must be familiar with and agree to abide by them as part of any contractual agreement with Prosper United Methodist Church.

#### A. Procedures

All requests for use of Prosper United Methodist Church must follow these procedures:

1. All individuals or groups requesting use of the facilities must fill out a Facilities Use Request Form (Addendum A) and present that request to the church Facility Manager no later than four (4) weeks prior to the event.
2. If a group is granted permission to use church facilities, a completed and signed "Facilities Use Contract" (Addendum B) must be signed and must be on file with the Office Administrator, with full payment of fees, fourteen (14) days prior to the event. If the Renter/User cancels the event less than 10 days prior to the event, they will forfeit 50% of their security deposit or 50% of their fee, whichever is greater. If the Renter/User cancels within 72 hours of the event, they are responsible for 100% of the AV Tech fee.
3. Requests and Contracts for facility use are designated into two categories:
  - a. Use by members (defined as someone whose name appears on the official church rolls as validated by the Facility Manager)
  - b. Use by Community groups (for-profit or non-profit organizations)
4. Because of the large number of requests received and the added responsibilities events require from Staff, the approval of requests for facility use is the responsibility of staff with counsel from the Board of Trustees if necessary. Individuals cannot grant approval of requests or enter into contracts without that approval.

## **B. Regulations**

If a request is approved and contracted the following guidelines apply:

1. There can be no conflict with church functions or activities, and church functions always hold priority.
2. All facilities must be vacated by 9:00 PM on Saturday to provide for Sunday worship preparation, unless prior written extension approval is granted
3. The use of tobacco, alcohol, or drugs on the property is prohibited.
4. No smoking of any kind is allowed. This includes, but is not limited to, cigarettes, cigars, pipes, e-cigarettes, vaping, etc.
5. No firearms, firecrackers, or fireworks are permitted on the property and/or their discharge.
6. No fires will be allowed in or on the property without the expressed consent of the Board of Trustees.
7. Use of motor vehicles will be limited and only operated on/in designated driveways and parking lot areas. No vehicles are allowed on the grass areas or front walkways, even for deliveries.
8. The Renter/User agrees to see that the Renter/User, its members, guests, or invitees, damages no trees, shrubs or grass areas on the premises.
9. The Renter/User agrees to provide adult supervision, to the extent that said activities are carried on in a safe and orderly manner, for all areas defined as part of this agreement.
10. The Renter/User agrees to obtain the permission of Prosper United Methodist Church before moving any fixture or furniture provided by Prosper United Methodist Church.
11. The Renter/User shall provide qualified food handlers if serving meals. The Renter/User shall provide adult supervision in the kitchen area.
12. The Renter/User will sign a Waiver of Liability to the church for any food and drink served within the church property.
13. Food and/or drinks are not allowed in non-designated areas of the church. Glasses, dishes, food items, etc. shall not be carried away from the rented/reserved area.
14. Tacks, nails, pins, staples, screws, tape and gum (or similar items) are not to be used to fasten decorations or other materials to the walls, floors, chairs/pews or any other furnishing within the church.
15. No animals, except for service animals, will be allowed inside any area of the facility unless prior, specific approval is granted by the Trustees.
16. The Renter/User agrees to see that the premises of Prosper United Methodist Church, its buildings, fixtures, and furniture are left in the clean and sanitary condition (this includes the rented space, restrooms and common areas) in which they were found. If additional janitorial services are required, the Renter/User may be charged additional fees.
17. The Renter/User agrees that if upon final inspection by Prosper United Methodist Church at the conclusion of the activities the building, grounds, fixtures, etc. are found to be damaged, they will be legally responsible for that damage for any cause whatsoever. The Renter/User further agrees that they will pay for any damages arising out of this use of the facilities.
18. The Renter/User shall comply with all laws, rules, regulations, and requirements of all governmental bodies (Federal, State, County or Municipal) during the contracted event and shall hold Prosper United Methodist Church harmless in all said matters including all code enforcement violations caused by the Renter/User.
19. Prosper United Methodist Church may not be held responsible in any way whatsoever for any injury, loss of life or property damage incurred in the building, on the grounds or parking lot areas. The

Renter/User assumes full responsibilities for such eventualities during the time he/she is at Prosper United Methodist Church.

20. The Renter/User agrees to indemnify and hold harmless Prosper United Methodist Church from and against all claims, demands, action, including counsel fees and other costs defending against the same for loss, damage, or facilities by the Renter/User, its members, guests or invitees to the extent allowed by law. (A Certificate of Insurance may be required.)
21. If the Renter/User should be required to produce a certificate of insurance, it shall cover the "Hold Harmless" clause (item 20) and shall have endorsements of comprehensive public liability insurance issued by a company acceptable to Prosper United Methodist Church, having been obtained at the expense of the Renter/User and covering the period for which the agreement is in effect. The certificate shall name Prosper United Methodist Church as additional insured and provide limits of not less than the following: \$1,000,000 injury to any one person; \$1,000,000 total liability arising from any one accident; \$500,000 property damage. If required, a copy of this certificate is to be attached to the "Facilities Use Contract."
22. Special regulations for facility use which pertain only to weddings are included in the Wedding Use Policy. NOTE: all general regulations II B 1-21 also apply to weddings unless specifically noted in the Wedding Use Policy.

### **III. Facility Use by Category/Purpose**

In keeping with the original statement of Purpose contained in this document, The Board of Trustees has divided groups and individuals into the following categories. All categories must still fill out a Facilities Use Request Form and be granted permission to use Prosper United Methodist Church Facilities as outlined in the policy.

#### **A. Facility Use with Waiver of Fees**

1. Certain groups and non-profit organizations that provide a ministry and/or service to the Prosper United Methodist Church family may be granted permission to use church facilities at no cost. Such a group is required to have on file both a Facilities Use Request and a Facilities Use Contract, and to abide by the regulations in Article II of these policies including, leaving the facility in the condition they found it. (In some cases, it will be necessary to waive regulations related to advanced notice of intent.) Groups of this type include, but are not limited to, visiting church groups or choirs, church groups in transit, and Scouting programs. The staff with counsel from the Board of Trustees, will consider all other requests on an as-submitted basis.
2. In the event of simple weddings involving a member of the church, with no expenditure of staff time and no extensive use of the facilities, the PUMC pastor involved may waive all fees. (See also Wedding Use Policy)

#### **B. Facility Use by Active Church Members**

1. Church members may request and be granted permission to use the facilities for ministry events or meetings directly involving the church membership for up to three (3) hours at no charge and without a security deposit. The Renter/User is still required to request usage, abide by the regulations in Article II, must leave the facilities as found and is responsible for janitorial services and damages if required.
2. Church members may request and be granted permission to use the church facilities for non-ministerial meetings and not-for-profit gatherings. If granted approval, a charge will be assessed in accordance with Addendum D and a contract (Addendum B) must be signed. Payment in full will be due with the signing of the contract. Under this clause the primary user, teacher or leader must be a Prosper United Methodist Church member.

3. The final interpretation of whether a request for facility use by a user falls under Article III B1 (ministerial/service) or Article III B2 (general meetings) is the decision of the Board of Trustees and the Senior Pastor. When questions arise, the Facility Manager will advise them of the conflict and will not act on the request without their direction.

### **C. Facility Use by Community Groups**

Community Groups may request and be granted permission to use the facilities for non-ministry events or meetings by completing the Facility Use Request Form. The Renter/User is required to request usage and abide by the regulations in Article II. The Renter/User must leave the facilities as found and is responsible for janitorial services and damages if required.

**Funerals** - Funerals may be performed at the discretion of the Senior Pastor.

**Weddings** - Weddings may be performed at the discretion of the Senior Pastor. The Wedding Use Policy and applicable portions of this policy shall be referenced.

**Other** - Prosper United Methodist Church Facilities Use Policy includes:

1. Facilities Use Policy
2. Addendum A: Facilities Use Request Form
3. Addendum B: Facilities Use Contract
4. Addendum C: Facilities Use Fee Schedule
5. Addendum D: Waiver of Liability

## **IV. Facility Use Renewal of Contract**

### **A. Recurring Events**

Events that occur on a regular basis (weekly, monthly, etc.) will be under contract. Each contract will be reviewed annually for renewal or cancellation depending on facility availability. No one is guaranteed space and must renew their contract each year.

This document may be amended in whole or in part with the approval of the Board of Trustees. Please see the Facility Manager for the most recent policy guidelines.

## Facilities Use Request Form for Prosper United Methodist Church

Before any group or individual is contracted to use church facilities the following form must be completed, signed and approved by the Board of Trustees or their designee. Upon approval a Facilities Use Contract (Addendum B) must be filled out and filed with the Office Administrator.

*(Please Print)*

Person making the request: \_\_\_\_\_

Organization Name (if Applicable) \_\_\_\_\_

Applicant/Organization Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Person in Charge \_\_\_\_\_ Contact phone \_\_\_\_\_

Type of Activity \_\_\_\_\_ Date(s) needed \_\_\_\_\_

Time needed (to include setup & reset times) \_\_\_\_\_ Is this a reoccurring event? Yes \_\_\_\_\_ No \_\_\_\_\_

Is yes, this event is subject to be renewed under an annual contract. The contract will be reviewed annually.

Number of People Expected to Attend \_\_\_\_\_ Number of Rooms Needed \_\_\_\_\_

Designation of Rooms \_\_\_\_\_ Use of Kitchen: Yes/No Use of AV: Yes/No

If kitchen used, Waiver of Liability must be signed and submitted with application.

Other Details \_\_\_\_\_

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

Application Accepted by \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of the Prosper United Methodist Church Facilities Use Policy Y\_\_ N\_\_

Return this form to the Office Administrator

### Office Use Only:

Date request submitted \_\_\_\_\_ Date request approved, denied \_\_\_\_\_

Signature of Determining Official \_\_\_\_\_

## Facilities Use Contract For Prosper United Methodist Church

*(The approved Facilities Use Request Form (Addendum A) must be attached to this Contract)*

1. This agreement is made on this date \_\_\_\_ (day) \_\_\_\_ (month) \_\_\_\_ (year) between Prosper United Methodist Church and \_\_\_\_\_ hereinafter referred to as the "Renter/User."
  2. WHEREAS, the Renter/User desires to use a certain portion of the facilities as describe on the Facility Use Request Form for the sole benefit and enjoyment for the Renter/User and its members,
  3. AND WHEREAS, Prosper United Methodist Church desires to make available to the Renter/User the above-mentioned premises, to be used and maintained by the Renter/User, this contract is agreed upon subject to the following terms and conditions:
    - a. I the undersigned received, have read, understand and will abide by the procedures and regulations of the Prosper United Methodist Church Facility Use Policy.
    - b. I the undersigned will see to it that any member, participant, guest or invitee to this event is made aware of the Prosper United Methodist Church Facility Use Policies and will see that they are adhered to.
    - c. I the undersigned will use the premises for the sole purpose stated in Request Form (Addendum A) and no other purpose.
    - d. The term of this agreement shall be for \_\_\_\_ (term), commencing on \_\_\_\_ (date). The defined premises will be used on the following days \_\_\_\_ between the hours of \_\_\_\_ am/pm and \_\_\_\_ am/pm.
    - e. The total fee for use of the facility (per Addendum C) is \_\_\_\_, including a refundable security deposit of \_\_\_\_\_. The total fee is due and payable upon submission of the contract.
    - h. Janitorial Fees: \_\_\_\_\_
- In witness thereof, the parties here to having executed this agreement on the day and year listed above.

Renter/User Signature \_\_\_\_\_ Date \_\_\_\_\_

Prosper United Methodist Church Signature \_\_\_\_\_

A payment of \$\_\_\_\_\_ was submitted with this contract

• **NOTE:** For Weddings This Form AND The Wedding Contract contained in the Wedding Policy must be submitted.

By signing this contract Prosper United Methodist Church honors the commitment to provide facility usage. No event will be cancelled or rescheduled unless under extreme circumstances (i.e. funeral, power outage, etc.)

### Office Use Only:

Date of Contract: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Facility Fees: \_\_\_\_\_

Janitorial Fees: \_\_\_\_\_

## Facilities Use Fee Schedule

Area	Hours 1 to 3	4 <sup>th</sup> Hour	5 <sup>th</sup> or More Hours Full Day*	
Security Deposit	\$100	\$200	\$300	per hour
Sanctuary	\$100	\$200	\$300	per hour
Sanctuary, Commons*, and Kitchen**	\$200	\$400	\$600	per hour
Classroom – 124, 149 or 157	\$50	\$75	\$100	per hour
Classroom – 108 or 109	\$25	\$50	\$75	per hour
<b>Ancillary Charges</b>				
Audio Technology Staff	\$100 (1 <sup>st</sup> 3 hrs.)	\$25	\$50	per hour
Change of Sanctuary seating	Priced per event use			
*Use of Commons area must allow for open access to all groups using the church. Blocking of access to restrooms is not allowed.	** Kitchen for use of serving only. Food preparation is prohibited.			

To apply for a discounted rate of the fee schedule complete the following questionnaire.

1. Are you a non-profit recognized by the Texas Business Organizations Code (BOC, Section 22.001)? Y / N
2. Does your group provide a ministry and/or service to the Prosper UMC family? Y / N
3. Are you a member of Prosper UMC? Y / N
4. Description of your organization and how it serves the community:

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**Office Use Only:**

Board of Trustee decision: Approved/Denied

Discount rate (if any): \_\_\_\_\_

**Notes:**

1. Food/drinks must stay in area rented, no roaming throughout common areas
2. Janitorial Services will be determined based on group size and event specifics. Janitorial fees are in addition to the facility fees. Parties pay custodial staff for the extra work they will incur. Janitorial fees will be quoted as part of the facilities contract.
3. Everyday church ministries (Sunday School Classes, Bible Studies, etc.) will set up/clean up for themselves. Large church functions will be set up with the help of volunteers and/or custodial staff.

\*Full Day Rate is Not to Exceed Eight Hours.



## Waiver of Liability

I, \_\_\_\_\_, agree to waive any and all liability arising from injury, loss, or damage, known or unknown, now existing or hereafter occurring, of the Prosper United Methodist Church associated with the use of any Prosper United Methodist Church facilities or adjoining property, for which I have contracted with Prosper United Methodist Church for use during the following date(s) and time(s): \_\_\_\_\_.

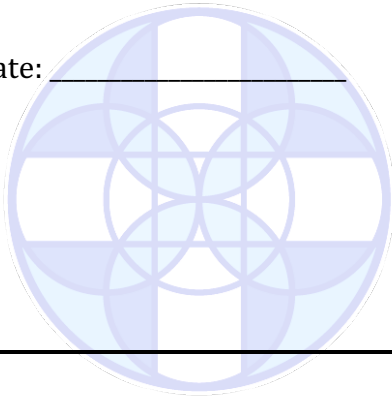
To the fullest extent provided by law, I agree to defend, indemnify, and hold harmless the Prosper United Methodist Church, all of its agents, representatives, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or connected to use of Prosper United Methodist Church's facilities under this agreement, even if any such claim, damage, loss, or expense is caused in part by negligent act or omission by Prosper United Methodist Church, its representatives, agents, or employees.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_



Before me, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed above, and acknowledged to me that s/he exacted the name for the purpose therein expressed.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF TEXAS

Notary Public in and for \_\_\_\_\_ County, Texas