

# University Presbyterian Church Building Use Agreement and Application

Last revised: October 9, 2020

## UPC Building Use Agreement

### 1. Introduction

- The congregants, pastors, and staff of University Presbyterian Church (UPC) are pleased to share our facility with approved non-profit community groups who (1) comply with this Building Use Agreement and Application (the “Agreement”), and (2) whose purpose aligns with UPC’s mission to “reach out with compassion and love to all who are in need in our congregation, in our local community, and in the world beyond.” The terms “facilities” and “building” are used interchangeably throughout and refer to the UPC physical plant and all items inside it.
- UPC facilities are not to be used for commercial purposes, for the sale of commercial products, and for fund-raising. Applicant may not charge an admission fee or any other fee in connection with Applicant’s use of the UPC building
- Reservations to use the UPC facility are mandatory and must be made in advance through the UPC Administrative Assistant. All required deposits and fees must be paid in advance
- The UPC building is not available to outside groups on Sunday. On other days, building use priority is given to UPC worship, meetings, committees, classes, and other uses. It is impossible to anticipate the potential emergencies that might require use of the building for church purposes on short notice. Any permission granted to outside persons or groups to use the UPC building is subject to the date being rescheduled due to church events upon reasonable notice
- Those using the building must sign and comply with this Agreement. The UPC Administrative Committee must approve any exceptions to this Agreement
- This policy does not create rights in any person or group to use the UPC building. Doing so, if allowed, is a privilege that may be cancelled or withdrawn at any time, and for any reason or no reason

### 2. Conditions of Use

By signing this Agreement and by using the UPC facility, the undersigned applicant agrees, on behalf of the person who signs and all members of the signer’s group (collectively, the “Applicant” or “User”), as follows:

- Applicant agrees not to engage in any activity that violates a law or is contrary to ordinary and generally acceptable uses of church property. No illegal substances, or weapons (permitted or not) may be brought onto church grounds. No gambling or smoking is permitted on church grounds. Alcohol (sparkling wine) may be served only if approved by the UPC Session

- Applicant agrees to use the UPC building at its own risk, and to hold UPC harmless for personal injury or damage to property resulting from Applicant's use of the UPC building, including any claim for negligence. Further, Applicant agrees to indemnify and defend UPC from any and all claims, including attorney's fees incurred by UPC, resulting from the group's use of the UPC building
- Applicant acknowledges that UPC does not provide security for outside events, and that UPC assumes no liability for items lost, stolen or damaged
- Applicant and all vendors that will be involved in Applicant's use of the building must have in place general liability Insurance, and will provide a certificate of insurance naming UPC as an additional named insured. This insurance certificate(s) must be received by the UPC Administrative Assistant at least five days before the event. This requirement may be waived at the sole election of UPC for groups of five or less.
- Applicant agrees to use UPC facilities in a careful and responsible manner, as if the facilities were their own. Applicant is responsible to pay for any damage caused, and agrees to report any damage that occurs and any unsafe condition that is observed. Open flames are not permitted. Except for use of restrooms and, where applicable, kitchens, the group shall confine its activities to the room or rooms approved for use. Before leaving, rooms are to be returned to the condition in which they were found. Furniture shall be returned to its place, garbage shall be removed, windows shall be shut and locked, outside doors locked, and lights turned off. Equipment and furnishings belonging to the church are not be removed from the church. Applicant is advised that the condition in which it returns the UPC building will be considered should it ever ask to use the building again
- Exterior doors are to remain locked and closed for security purposes. Doors are not to be propped open. Someone from each User group must be appointed to monitor the door and admit people coming to the meeting and exclude others seeking entry
- Applicant shall ensure that an adult supervises all youth under eighteen years of age at all times consistent with UPC's Safe Children policy. User will obtain and abide by this policy. If the event involves minors, all adult helpers and volunteers will have been adequately screened. Appropriate dress by all guests is required at all times
- Users shall park in public parking spaces only and will not use the church parking lot on Roberson Lane (which is needed and reserved for church business at all times)

### **3. Security Deposit and Fee Schedule**

- A Security Deposit of \$100 shall be required for use of the Fellowship Hall. This deposit will be returned if the Applicant's event begins and ends on time, and the building is returned in satisfactory condition

- A one-time Building Use Fee shall be paid to cover the cost of administration, cleaning, and building wear and tear. A “Half Day” event is one lasting approximately four hours. An “All Day” event is one that occupies the space for the great majority of the business day.

<b><i>Room Space</i></b>	<b><i>Half Day</i></b>	<b><i>All Day</i></b>	<b><i>Evening</i></b>
Student Center/terrace Room	\$100	\$150	\$150
Youth Center	\$100	\$150	\$150
Fellowship Hall	\$150	\$250	\$250
Dunham Hall	\$250	\$250	\$250

- These fees may be increased as deemed appropriate for any particular use, including when the Applicant’s use is on a Saturday evening, or involves multiple rooms, or involves the kitchen
- The Building Use Fee may be waived for certain charitable groups, including groups sponsored in part by the church. Applicants requesting a waiver are asked to discuss their reason with the UPC Administrative Assistant, being mindful that if waived cleaning and other costs generated by the Applicant must be borne by church congregants.
- For weekend events, and/or depending on the timing and set-up and take-down time required by UPC staff, a custodial charge of \$75 - \$150 may be charged.

**4. Application for Use of UPC facilities**

- Applications for use are to be submitted to the UPC Administrative Assistant at least two weeks prior to the date of desired use. Applicants will designate one contact person with whom all UPC communication will be made (“Contact Person”). Applicant will also designate one person who will be attending Applicant’s event and who will be responsible for the group’s use and conduct while in the building (“Responsible Person”). Applicant’s Contact Person and Responsible Person may or may not, as the case be, be the same person.
- The UPC Administrative Assistant will endeavor to respond to Applicant’s request within one week. Failure to do so does not constitute acceptance of the application
- The UPC Administrative Assistant will administer and enforce this Agreement, seeking the guidance of the Office Manager when and as needed. All communication with UPC is to be made through the UPC Administrative Assistant
- If the use is approved, the Administrative Assistant will provide the Applicant with a key or a key fob. A \$50 key deposit will be required. If the Applicant returns the key to the Administrative Assistant within 24 hours after using the building, the key deposit will be refunded.
- In case of emergency, Users are to contact 911 and the UPC Administrative Assistant

## UPC Building Use Application

Name of Group: \_\_\_\_\_

Applicant's Contact Person: \_\_\_\_\_

Phone (daytime): \_\_\_\_\_

Email: \_\_\_\_\_

Mailing address (with zip code): \_\_\_\_\_

Purpose of meeting: \_\_\_\_\_

Day/date/period of use: \_\_\_\_\_

Hours: \_\_\_\_\_

Room(s) desired: \_\_\_\_\_

Expected attendance: \_\_\_\_\_

Will a fee for admission be charged: \_\_\_\_\_

Is use of kitchen requested: \_\_\_\_\_

Will children under 18 be present? (If so, see UPC Safe Children Policy):

Will outside vendors be involved and, if so, who: \_\_\_\_\_

Will alcohol of any kind be served: \_\_\_\_\_

Applicant's Responsible Person: \_\_\_\_\_

Key needed; \_\_\_\_\_

Set-up needed: \_\_\_\_\_

Security deposit: \_\_\_\_\_ Room Use fee: \_\_\_\_\_ Key/Fob deposit: \_\_\_\_\_

On Master Calendar: \_\_\_\_\_ Confirmed: \_\_\_\_\_ Date submitted: \_\_\_\_\_

Certificate(s) of Insurance provided: \_\_\_\_\_

*I have read and agree to these requirements. I am authorized to act on behalf of:*

Name of Group: \_\_\_\_\_

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

Authorized by (UPC Staff member): \_\_\_\_\_