## STANWOOD COMMUNITY CHURCH FAMILY CENTER USE POLICY

<u>PURPOSE</u>: The intent of this policy is to ensure that the Family Center is used by the congregation and by people and organizations outside of the church in an orderly manner. It is important that the use of the facility be consistent with church concepts and practice. The facility should not be damaged in any way by the use of the premises.

<u>WHO CAN USE THE BUILDING:</u> Families attending Stanwood Community Church for six months or longer may request use of the facility for activities that comply with the following conditions.

Organizations in the local community may also request rental of the facility for meetings, a voting location, team practice, or other activities that comply with the following conditions.

Church ministry activities take priority over other uses.

<u>CONDITIONS OF USE:</u> The Family Center may be used for meetings of church groups, community meetings consistent with church practices, and for social uses such as wedding receptions, birthday parties, showers, anniversary parties, reunions, retirement dinners, banquets, conferences, and recreational activities, etc. Everyone, regardless of their connections to Stanwood, must sign the proper paperwork regardless of the type of planned event.

Use of the facility for the above mentioned events may be granted if the time period has not already been filled by a previous request.

The Family Center was built to support the ministry of the Stanwood Community Church. In an effort to maintain the Family Center in good repair for the ministry, external team athletics shall be limited to basketball and volleyball for which the facility was designed. Team baseball and softball shall not be permitted in the Family Center due to the risk of accidental damage to the walls, sound panels, ceilings and windows.

Team sports outside of Stanwood's adult and youth ministries will be charged a rental fee. All applications by teams will be evaluated by the consistory. The attached Individual Accident Waiver And Release Of Liability Form is to be signed by all team participants or their legal guardian as part of a team's rental agreement.

The buildings will not be made available for political organization meetings or rallies.

All Family Center rental applications from parties external to Stanwood Church shall be reviewed and approved by the consistory.

Any request to use or rent the facility and/or church property for any activity not clearly within the scope of this policy must be approved by the consistory prior to scheduling or use.

<u>ADMINSTRATION OF FACILITY USE AND RENTAL:</u> The church secretary will be the <u>only</u> person accepting applications and confirming rentals for the use of the facility.

Requests should be made at least one week in advance.

The facility will be reserved on a first-come first-served basis. If two requests are received for use on the same date before either is confirmed, church members will have preference.

Any request can be withdrawn before it is confirmed. Any confirmed rental that is cancelled will carry a \$20.00 cancellation fee. The balance of the fee will be refunded within two weeks.

If the renter does not show up for their scheduled rental, no refund will be issued.

Confirmed agreement dates will be posted on the church website Google calendar.

A copy of this FAMILY CENTER USE POLICY will be given to every prospective user/renter when a request is made. A signed copy of this form must be returned to the office along with any applicable fees <u>before</u> the rental can be scheduled or the facilities used.

All scheduled rentals are subject to change or cancellation at any time by Stanwood Community Church consistory due to emergencies, the weather, or the consistory's discretion. In such cases, a refund will be issued within two weeks.

<u>COST OF THE FACILITY USE:</u> There will be no cost for the use of the facility for any sponsored Stanwood Community Church activity.

There will be no cost for families attending Stanwood Community Church for six months or longer to use the Family Center for approved events.

There will be an hourly or flat fee for the use of the buildings for those who do not attend Stanwood Community Church. The fee shall be calculated at the normal hourly rate from the time the building is opened until it is closed after use.

No rental will be scheduled for less than two hours per rental.

The rental time scheduled will be the only access permitted by the renter. Any set up and tear down necessary shall be scheduled and part of the rental charge.

All rental fees must be paid in advance to confirm the rental date and time. The rental date and time will not be held or confirmed until full payment is made.

The board of consistory reserves the right to waive any or all fees for the rental or use of the Family Center by an individual or organization.

The board of consistory shall periodically approve a schedule of fees to be charged for the use of the facility.

<u>RESPONSIBILITY:</u> The responsible person or persons representing the renter requesting use of the facility must sign the FAMILY CENTER USE POLICY AND HOLD HARMLESS AGREEMENT and return it to the church office prior to any rental or use of the building. Any damage to the walls, floor, ceilings, etc. will be reported prior to leaving or as soon as reasonably possible. Any reimbursement due to the church for damages becomes the financial responsibility of the applicant(s) signing the FAMILY CENTER USE POLICY.

The signed applicant must be at least 18 years of age or older. This person must be the first one in the building and the last one out. This person is responsible for the church property and the conduct of the group while on any and all of the church property. This person must remain present during the rental period.

<u>RULES AND REGULATIONS:</u> Groups, teams, organizations and individuals are obliged to abide by the following rules and regulations when using the Stanwood Community Church Family Center Social Hall.

Only those directly involved with the purpose of the rental are permitted in the building. The group supervisor will be responsible not to let others in or let any of his group outside of his specific rental area. Other church buildings, rooms, and offices are off limits to the renter and any part of their group.

Children must be supervised at all times. There must be a responsible adult (18 years or older) present at the time of the activity with a ratio of no more than 12 children per adult.

The kitchen can only be used when rented according to the RENTAL FEE STRUCTURE.

The telephone system in the Family Center will only allow local calls to be placed from the telephone located in the lobby. No other telephone will be made available

No food or beverage is allowed outside the kitchen or social hall, meaning no food or beverage allowed in other rooms or outside the building on church property.

The use of food or beverage in the social hall during sport activity is prohibited. Water bottles will be permitted during sport activity. Any water spills must be wiped off the floor immediately before the activity can resume

Proper shoes must be worn for sport or athletic activity. This means <u>clean</u> athletic shoes with a non-marking sole. No one is allowed on the social hall floor without clean shoes.

Any use of the Family Center will have a curfew of midnight. Rental of the social hall or conference room will include the use of the restrooms.

It is expected that all activities will be conducted in an orderly and safe manner. The interior of the building and the grounds will be left in the same condition as when the use began. All litter and trash will be picked up and properly disposed of. It is expected that the social hall and restrooms will be left as clean as or cleaner than when the rental period began.

The use of tobacco, drugs, or alcohol in any form is strictly prohibited on any and all church property.

The use of profane language or unruly conduct is prohibited on any and all church property.

For those using the social hall only, not involved in sport activity, 110 volt outlets are available for small kitchen appliances such as coffee makers, crock pots, or roasters. Only two appliances may be plugged into one outlet. Extension cords and power strips are permitted but are not be overloaded.

No tables or chair may be positioned in such a way that they block the exit doors. All tables and chairs must be cleaned and returned to their proper storage place by the end of the rental period.

Candles are permitted only in safe containers. All tape scraps must be removed from church property (tables, chairs, etc.) No staples are to be used o church property (tables, chairs, etc.)

Stanwood Community Church consistory reserves the right to revoke any rental agreement and refuse rental to any person or group which does not agree to, and abide by the FAMILY CENTER USE POLICY.

### THE FAMILY CENTER WITH THE KITCHEN:

When the Family Center social hall is rented with the kitchen, the rules and regulations stated for rental without the kitchen apply with the following additions:

1. All utensils shall be washed and put away, counters and appliances cleaned, appliances turned off by the end of the rental period.

#### THE CONFERENCE ROOM:

When the conference room is rented, all rules and regulations stated for the social hall and kitchen apply with the following additions:

1. No one will be allowed in the conference room without clean shoes.

# STANWOOD COMMUNITY CHURCH HOLD HARMLESS AGREEMENT

This agreement applies to all church owned property, including grounds, buildings, vehicles, equipment, or any other tangible property or item. This agreement applies in every instance between the church, its members, and its leadership, and the user or renter of any church property whether used for a fee or for free.

Whereas any user or renter of property owned by Stanwood Community Church, herein known as the Church, located at 14715 Stanwood Street SW, Navarre, Ohio 44662, uses or rents the property for free or for a fee: and whereas the Church in exchange for making the property available to the user or renter, desires and agrees to hold harmless the Church from any claims and or litigation arising out of the users or renter's use of the property. Upon users or renter's use of the Church's property by any of their employees, agents, invitees, and or volunteers for the uses agreed to by the user or renter in the Church's rental policy, the user or renter shall defend, indemnify, and hold harmless the Church, all its members, and all its leadership from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and or injury (to the persons or their property, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the user or renter, it's personnel, employees, agents, contractors or volunteers in connection with or arising out of the users or renters use of the Church's property. This indemnification applies to and includes without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the Church for all legal expenses and costs incurred by the Church. No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise. If any provision of this provision shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Signatu	re	 	
Date			

# STANWOOD COMMUNITY CHURCH FACILITY RENTAL FEE STRUCTURE

USE FEE DESCRIPTION:

Conference room only:	\$20 for two hours, then \$20 per hour		
Social hall without the kitchen:	\$40 per hour Time exceeding rental period \$20 per ½ hour (honor system) (maximum fee \$320 - 8 hours use equivalent)		
Social hall with the kitchen:	\$50 per hour Time exceeding rental period \$25 per ½ hour (honor system) (maximum fee \$400- 8 hours use equivalent)		
STANWOOD COMMUNITY CHURC FAMILY CENTER RENTAL & USE			
Type of Rental:			
Date Requested:			
Time Requested:	to		
Name of Applicant:			
Organization:			
Address:			
Phone Number:			
Rental Fee:	Date Paid:		
	nt, I acknowledge that I have read and understand all the terms, rules and self and everyone who are under my supervision, to abide by all the terms LY CENTER USE POLICY.		
Signature(s):			

To apply for facility rental please drop off completed application at the church office or send to: Stanwood Community Church, 14715 Stanwood St SW, Navarre, Ohio 44662 or E-mail to stanwoodchurch@gmail.com

INDIVIDUAL ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM				
Name of Organization has requested rental of the Stanwood Community Church Family Center for the following event or activity				
Rental Activity				
I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN AND/OR VOLUNTEERING AT THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.				
I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.  I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Stanwood Community Church for the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.				
In consideration of my application and permitting me to participate in this activity or event, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns vis-à-vis the following ENTITIES OR PERSONS: the Stanwood Community Church and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, and activity or event volunteers.				
(A) I WAIVE, RELEASE, AND DISCHARGE the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity or event;				
(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.  I acknowledge that the Stanwood Community Church and their directors, officers, volunteers,				
representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity or event on their behalf.  The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.				
I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.				
Signature (if under 18 years old, Age Print Participant's Name Date Parent or Guardian must also sign)				
PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)  The undersigned parent or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.				

Signature of Parents or Guardian

Date

Age

Print participants name