#### St. George's Episcopal Church Guidelines for Use of Grounds and Facilities Approved by Vestry October 14, 2014

# 1. Authority

- A. In accordance with the Canons of the Episcopal Church (III.9.5(a)(2)), "... the Rector or Priest-in-Charge shall at all times be entitled to the use and control of the Church and Parish buildings together with all appurtenances and furniture, and to access to all records and registers maintained by or on behalf of the congregation." Additionally, in accordance with the Canons of the Diocese of Southern Virginia (Canon XIX, Section 1), "it is the duty of the Wardens to oversee church property and its use: to see that it is prepared for all occasions of public worship; to see that it is properly maintained and cleaned; ...).
- B. Therefore, the Rector, in consultation with the Wardens, shall have the final authority in all decisions regarding building use. In the event there is no Rector, the Wardens shall have the final authority.

## 2. Usage and Prioritization

- A. Every use of the grounds and facilities of St. George's Episcopal Church (St. George's) will be compatible with the Christian teachings of the Episcopal Church.
- B. While St. George's may make its facilities available for receptions in conjunction with worship services conducted at the church, applicants are responsible to organize, schedule, manage, and oversee these events themselves. All receptions are subject to the same rules and requirements identified in the section below, except that indemnification forms are required only for wedding receptions (not baptism or funeral receptions).
- C. The first priority for use will go to church activities and those activities established by contract. Any noncontractual use by church members and their families, outside groups or outside individuals\*, requires the approval of the Rector in consultation with the Wardens prior to the event. In the event of an irreconcilable scheduling conflict, the Rector will make the final decision.

\* "Outside groups or outside individuals" refers to any group whose activity is not planned and/or implemented by a St. George's parishioner to further the life and ministry of the church or any individual who is not a member of St. George's. For example, a community garden club is considered an outside group even if the building use is requested by a garden club member who is also a St. George's parishioner.

## 3. Building Use Fees and Contracts

- A. Building use fees will be sufficient to cover the cost of utilities and normal wear and tear.
- B. A set fee of \$75 will be charged for one-time events that last up to two hours. Applicants for one-time events that will last more than two hours should confer with the Rector about an appropriate fee. The building use fee may be reduced or waived at the discretion of the Rector in consultation with the Wardens or by the Wardens if there is no Rector.
- C. All outside organizations who use the buildings or grounds on a continuing and recurring basis will have their agreement codified. Exceptions may be approved by the Rector (or Wardens if there is no Rector). All building use fees will be used to cover the cost of utilities and normal wear and tear on the buildings and grounds. Unless otherwise specified, all building use contracts will be effective from January 1 through December 31. Regardless of contract dates, all contracts will be reviewed no later than September 30 of each year as part of the St. George's budgeting process.
- D. The Wardens will be responsible to manage and negotiate all building use contracts. The Wardens will bring all building use contracts to the Rector and the Vestry for approval. The Senior Warden will sign all approved building use contracts. All contracts will be filed in the parish administration office.

## 4. Scheduling and Applications

- A. Each use of the grounds or facilities must be scheduled in advance through the parish office. This includes any rehearsals, practices, and/or preparation time required prior to an activity. Events will be posted on the church calendar by the parish administrator once they are approved by the Rector (or Wardens if there is no Rector).
- B. The attached *Application for Facilities and/or Grounds Use* must be submitted to the church office by <u>all</u> potential users for private (members and non-members) and community organization functions. Note: Reservations are considered tentative until the St. George's office has received the required paperwork and any associated fees.

# 5. User Representative Responsibilities

- A. Each person or organization using the grounds or facilities must designate an individual(s) who will be responsible during each event/activity. These individuals must provide the church office with their name, address and telephone number before approval for use will be granted. Designated individuals will be responsible to ensure all of the general guidelines and specific responsibilities identified below are complied with.
- B. Designated individuals are responsible to communicate with the church office, Rector, and other designated church personnel as required. Designated representatives can only delegate their responsibilities to others who have been fully apprised of the guidelines herein. The original designated representative must ensure the Rector and parish office are aware of and agree with such delegations prior to day of the event.

# 6. General Guidelines

- A. Each use by an outside group must be approved by the Rector and is confined to the specific areas of the buildings and grounds approved by the Rector.
- B. All outside groups and individuals must complete and submit the attached indemnification form no later than one week prior to the group's use of St. George's property. Exceptions may be approved by the Rector (or Wardens if there is no Rector). All accidents or incidents must be reported promptly by calling the parish office at 877-0088. If no one is available at the office, then the reporting individual must leave a message with all pertinent details and all contact information.
- C. If children are to be present, all group leaders who use the church facilities must provide a copy of their organization's required certificate of training for protection of children and youth from abuse, or similar training. If their organization has no similar requirement, then group leaders must read and comply with the guidelines found in the Diocese of Southern Virginia "*Policies for the Protection of Children and Youth from Abuse*, pages 6, 13, 19 and 20." These materials are available from the parish office or may be found on line at: <a href="http://www.diosova.org/safe\_church">http://www.diosova.org/safe\_church</a>
- D. A person or group that abuses the rules, the grounds, or the facilities, or fails to abide by the established time schedule may be refused permission for continued or future usage.
- E. With the exception of church-owned tables and chairs, any appliances, equipment, toys and other materials and property are for the use of the individual owning organizations and St. George's parishioners only. They may not be used for private functions or by other community organizations and must be left undisturbed unless otherwise approved, in advance, by the Rector or the owning organization.
- F. After each occasion of use, users must clean up after themselves; return furniture and equipment to its original configuration and location; set thermostats to their recommended level; cart away their own trash; turn off all lights; and ensure that the doors are locked and the facility alarm system is set.
- G. No pets are allowed on the premises without prior approval of the Rector.

H. Unless otherwise approved by the Rector, all activities held on St. George's grounds must be concluded so that buildings and grounds can be cleaned, vacated, and secured by 11 PM.

## 7. Specific User Responsibilities

All users (groups and individuals) shall be responsible for:

- A. The proper conduct and appropriate dress of persons in attendance.
- B. The cleaning and securing of the building after use, including:
  - a. Tidying and sweeping as necessary
  - b. Returning furniture and equipment to its original configuration/location
  - c. Setting thermostats to recommended level
  - d. Carting away all trash
  - e. Turning off all lights
  - f. Locking all doors
  - g. Setting the alarm system
- C. Promptly reporting to the parish office any undue wear and tear, damage, or destruction caused by or observed during their group's use of St. George's buildings or facilities.
- D. Reimbursing St. George's Church for any undue wear and tear, damage, or destruction caused through their individual and/or group's actions or negligence.

## 8. Equipment Use

A. Building users may not bring in any type of equipment or machinery without the specific permission of the Rector. Church-owned tables and chairs may be used by outside groups, who are responsible for setting up and taking down such items and ensuring that all used rooms are left clean and in good order.

#### 9. Kitchen Use

- A. Outside groups and individuals must provide their own paperware, tablecloths, napkins, and all other products associated with a meal or reception.
- B. All kitchen appliances, equipment and utensils must be left clean and returned to the proper storage places.
- C. No food or drink may be left in the refrigerator following any function or activity.

#### 10. Alcoholic Beverages

A. No alcoholic beverages may be sold or served during St. George's functions without the express written permission of the Rector.

# St. George's Episcopal Church Application for Facilities and/or Grounds Use

| Applicants: Please answer all 10 questions and sign the declaration at the end of the form.   1. Name of Individual or Group seeking to use St. George's facilities:   2. Date, time, and duration of building/grounds use: |  |                                   |  |
|---|--|-----------------------------------|--|
|   |  | 3. Specific facilities requested: |  |
|   |  | 4. Type of event:                 |  |
| 5. Number of people expected to attend?   |  |                                   |  |
| 6. Event involves children/youth? Yes No  |  |                                   |  |
| 7. Name, address, phone, email of each designated repre-  | esentative (responsible individual(s) :                    |                                   |  |
|   |  |                                   |  |
|   |  |                                   |  |
|   |  |                                   |  |
| 8. Agreed-upon fee for use:   |  |                                   |  |
| 9. Deadline for fee, indemnification form, and, if applic   | able, policy manual certification:                         |                                   |  |
| (This date must be at least one week prior to the use date  | ;)   |                                   |  |
| 10. Keys/Security Code needed?Yes   | No   |                                   |  |
| I have read and agree to abide by The St. George's Episo  | copal Church Guidelines for Use of Grounds and Facilities. |                                   |  |
| Signature   | Date   |                                   |  |
|   |  |                                   |  |
| **************************************  |  |                                   |  |
| Upon request:   | After event:   |                                   |  |
| Indemnification form sent/attached? Y N   | Buildings and grounds left clean? Y N                      |                                   |  |
| Prior to event:Application signed and dated?Y N   | Buildings and grounds well cared for? Y N                  |                                   |  |
| If needed, Policy Manual materials sent? Y N  | Keys returned?Y NSecurity code canceled?Y N N/A            |                                   |  |
| Use approved by Rector? Y N<br>Event on parish calendar Y N   |  |                                   |  |
| Fee received? Y N   |  |                                   |  |
| Indemnification form received? Y N<br>Policy Manual certification received? Y N N/A   |  |                                   |  |
| Arrangement made for Key, Security Y N  |  |                                   |  |
| Code (or building lock-up by church personnel)?   |  |                                   |  |

# **Indemnity Agreement**

Agreement of Indemnification between \_\_\_\_\_\_ and St. George's Episcopal Church.

For value received, the undersigned jointly and severally agree to indemnify and save harmless St. George's Episcopal Church and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the following:

Any bodily injury or personal property damage suffered by the undersigned, their guests or family members in, on or near the Premises including but not limited to the public street or public or private parking places. The undersigned is responsible for its own employees, guests and invitees' security and personal property. Except in the event of any negligence or willful misconduct by St. George's Episcopal Church, the undersigned shall hold St. George's Episcopal Church harmless from any and all liability from any and all claims, demands, actions or causes of actions on account of any death, injury, personal property loss, child molestation, or sexual harassment.

Where any claim is asserted, St. George's Episcopal Church shall provide the undersigned with reasonably timely notice of same in writing.

Thereafter, \_\_\_\_\_\_\_ shall at its own expense defend, protect and save harmless St. George's Episcopal Church against said claim or any loss or liability resulting therefrom.

Should \_\_\_\_\_\_\_\_ fail to so defend and / or indemnify and save harmless, then, in such case, St. George's Episcopal Church shall have full rights to defend, pay or settle said claim on their own behalf without notice to the undersigned for all fees, costs, and payments made or agreed to be paid to discharge said claim.

\_\_\_\_\_ agrees to pay all reasonable attorneys' fees necessary to

enforce said indemnification.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed this date \_\_\_\_\_

By:\_\_\_\_\_

Title/Authority

Witnessed by: