

Highland Mennonite Brethren Church Policy Manual Facility Use Policy

This **Facility Use Policy**¹ applies to all activities that take place within the Highland Mennonite Brethren Church (“HMBC”) building and grounds (“Facility”). The primary use of the Facility is in pursuit of HMBC’s mission to follow Jesus Christ and help others know, love, and serve Him. In addition, the Facility is meant to be used for activities that benefit the congregation and the community. HMBC staff and leadership determine suitability of proposed Facility use. A reference may be required for an organization wishing to rent the Facility and HMBC reserves the right to rent its Facility only to organizations whose purposes are not in conflict with its own purposes and statement of faith (<http://www.mennonitebrethren.ca/resource/the-mb-confession-of-faith-digest-edition/>).

1. BEFORE FACILITY USE

1.1. Approved Activities

The types of activities approved for Facility use include, but are not limited to:

- Christian worship services;
- Christian education programs;
- team meetings and rehearsals;
- pastoral and counseling work;
- community outreach events and support group activities;
- fellowship events; and
- life event celebrations (e.g. wedding ceremonies, memorial services, baptism celebrations).

1.2. Agents

The HMBC administrative assistant is the official agent who acts on behalf of HMBC for Facility use. Ministry team leaders are the official agents for Ministry Activities. Renters shall appoint one official agent for Rental Activities.

1.3. Availability

Availability of suitable space (one or more rooms) on the date of a proposed Ministry or Rental Activity is confirmed with HMBC. HMBC’s *Facility Rental Fee Schedule* outlines the maximum occupancy of each room. Facility use is considered on a first come, first served basis within 6 months of the date of the proposed Ministry or Rental Activity. For wedding rentals only, Facility use is considered within 9 months of the date of the proposed Rental Activity. Ministry Activities take precedence over Rental Activities. Long-term Rental Activities take precedence over one-time Rental Activities.

¹ This *Facility Use Policy* and its ancillary *Facility Rental Application and Agreement* were prepared with resources from the Canadian Council of Christian Charities (www.cccc.org/) and Robertson Hall Insurance (www.robertsonhall.com/).

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1.4. One-Time Rental Agreements

A **Facility Rental Application and Agreement** shall be prepared as a written record of:

- Rental Activity details;
- rental fee calculations according to HMBC's *Facility Rental Fee Schedule*;
- payment details;
- contact information for HMBC and the Renter;
- inquiry and confirmation dates;
- legal liability waivers from both the Renter and HMBC;
- commitment from the Renter to provide a certificate of insurance;
- a confidentiality agreement from HMBC;
- confirmation from the Renter that they have read, understood and agree to abide by HMBC's *Facility Use Policy*; and
- a disclaimer from HMBC regarding endorsement of organizations renting the Facility.

1.5. Recurring Rental Agreements

For **long-term recurring Facility rentals**, a more comprehensive rental agreement – including the terms of HMBC's *Facility Use Policy* - is prepared by HMBC and duly signed by both parties. Long-term rental fees are due and payable on the first day of each month for the duration of the *Facility Rental Agreement*. In the event any rental fee amount is not paid when due, all remaining rental fees over the unexpired term of the *Facility Rental Agreement* shall, at the discretion of HMBC, become immediately due and payable. HMBC may also limit or deny Facility use to the Renter until all outstanding rental fees have been paid. Termination of long-term *Facility Rental Agreements* by either HMBC or the Renter shall be in writing and delivered to the other party no less than 30 days prior to the day on which the *Facility Rental Agreement* becomes subject to the termination. Subletting any or all of the Facility to another party is prohibited.

1.6. Rental Fees

A rental fee is not required for activities sponsored and approved by HMBC as part of its mission, core values, and vision ("Ministry Activities"). A rental fee is required for activities not sponsored and approved by HMBC as part of its mission, core values, and vision, ("Rental Activities") regardless of whether the person, group of people, or organization renting space in the building ("Renter") is an HMBC member or adherent. HMBC's *Facility Rental Fee Schedule* outlines the cost for each rental. Members, adherents, friends, or ministry partners affiliated with HMBC, as well as community members or organizations not affiliated with HMBC are equally entitled to rent the Facility and will be charged according to the same *Facility Rental Fee Schedule*.

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Rental fees are due and payable as follows:

- Security Deposit – upon confirmation of Facility Rental;
- Balance of Rental Fee – on or before the date of the Facility Rental;
- Extra charges incurred during Facility use – within 30 days after charges were incurred.

1.7. Legal Liability

It is HMBC's aim to responsibly steward the preservation and efficient use of the Facility for its rightfully intended purpose while avoiding unnecessarily placing its assets, resources and future insurability at risk because of the negligence of others.

1.7.1. Ministry Activities

Legal responsibility to insure against personal injury or loss, property damage or loss, or any other loss or damage that might be incurred during Ministry Activities lies with HMBC.

1.7.2. Rental Activities

Legal responsibility to insure against personal injury or loss, property damage or loss, or any other loss or damage that might be incurred during Rental Activities lies with the Renter who must obtain a certificate of insurance - at their cost - naming HMBC as the additional insured, submitted in writing to HMBC prior to Facility use, and valid for the duration of the Rental Activity, including:

- All risk insurance, including without limitation, fire, extended coverage and malicious damage insurance for the full replacement value of HMBC's equipment and property;
- Comprehensive general liability insurance, insuring against claims for bodily injury, including death and property damage or loss arising out of the Renter's use or occupation of the Facility. Such insurance shall be for the amount of not less than \$2,000,000.00 single occurrence and \$4,000,000.00 in aggregate; and
- Renter's legal liability insurance in an amount not less than \$2,000,000.00.

1.8. Right to Cancel

Once HMBC has entered into a duly signed *Facility Rental Agreement* with a Renter, HMBC will honour that agreement except when an unexpected event beyond anyone's reasonable control occurs; making it impossible to meet the original terms of the agreement (e.g. Facility becomes unusable due to fire or flood damage). HMBC reserves **the right to cancel** a *Facility Rental Agreement* without notice if the Renter breaches any of the terms of the *Facility Rental Agreement*.

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2. DURING FACILITY USE

2.1. *Parking*

Parking is limited to 13 spaces on HMBC's east parking lot and 7 spaces on HMBC's west parking lot. Priority of use for these spaces is given to seniors, persons with disabilities, and families with young children. The streets surrounding the Facility provide additional parking. Where possible, we ask Activity participants to park a block south of the Facility – along Buchanan School property - to foster good relationships with our neighbours by not taking up their parking spots.

2.2. *Facility Host*

HMBC staff, leadership, or ministry personnel who are key holders act as **facility hosts** for Activities. The facility host is responsible for unlocking and locking the building and for assisting with reasonable requests.

- A **facility host fee** applies when the Rental Activity happens outside office hours, or when an HMBC key holder is not a participant in the Rental Activity and willing and able to act as facility host.

2.3. *Supervision*

Vulnerable persons (children, youth, vulnerable adults) shall be appropriately supervised at all times, following vulnerable persons protection guidelines (e.g. www.plantoprotect.com). Vulnerable persons shall not remain in any room of the Facility without supervision. Parents and caregivers shall abide by HMBC's *Facility Use Policy* at all times, including when their vulnerable persons are in the Facility outside Ministry or Rental Activities (e.g. when a child has been released back into their parent's care after a Ministry Activity where the child was a participant).

2.4. *Physical Safety*

Safety and fire regulations (including maximum occupancy of the room[s] used) shall be followed at all times. Activities of elevated risk shall be avoided. Illegal and/or criminal activities are prohibited. See HMBC's *Physical Safety and Emergency Response Policy* for comprehensive safety guidelines.

2.5. *Room & Equipment Access*

Access shall be restricted to the room(s) booked with HMBC. **Tables and chairs** may be set up to suit a Ministry or Rental Activity, but shall be taken down and returned to their proper place at the conclusion of the Activity. **Equipment** shall not be used, moved, or removed from the Facility without prior permission from HMBC.

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- A **set-up and take-down fee** applies if HMBC personnel is required to provide this service for a Rental Activity.
- A **sound and/or media tech** fee applies, if HMBC sound/media equipment is required for a Rental Activity.
- **Additional room rental fees** apply – due and payable within 30 days – for the use of any room not part of the original Rental Agreement.
- **Extra charges** apply - due and payable within 30 days - to repair or replace any equipment or furniture damaged during a Rental Activity.

2.6. Food & Beverages

Food preparation is restricted to the kitchen downstairs. Meals are served only in the fellowship hall downstairs, and carpeted areas are to be avoided for consumption of food other than a simple, no-mess snack. Hot **beverages** may be prepared at the coffee counter in the foyer. Alcoholic beverages are prohibited.

- A **kitchen rep fee** applies for a Rental Activity including use of the kitchen.
- A **linen laundering fee** applies if HMBC's tablecloths or more than a couple of HMBC's dishcloths and dishtowels are used for a Rental Activity.

2.7. Other Restrictions

- 2.7.1. **Candles** shall be placed into enclosed holders and never left unattended while lit.
- 2.7.2. **Confetti** or rice-tossing is not permitted.
- 2.7.3. **Decorations** shall be affixed with damage-free fasteners and removed immediately after the conclusion of the Activity.
- 2.7.4. The **Grand Piano** in the sanctuary shall not be moved.
- 2.7.5. **Noise** shall be restricted to a minimum between 10 p.m. and 7 a.m. as per City of Calgary bylaws.
- 2.7.6. **Shower facilities** are not available.

3. AFTER FACILITY USE

3.1. Janitorial

Standard janitorial services are provided by HMBC; however, at the conclusion of an Activity, rooms shall be left reasonably clean and tidy.

- A **standard janitorial services fee** applies to all Rental Activities.
- If there is no other Activity taking place in the interim between a **wedding** rehearsal and the ceremony, no additional cleaning will be provided in that interim.

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- The Renter agrees to pay, within 30 days, the cost of **non-standard cleaning** which may become necessary as a result of their use of the Facility.

3.2. Removal of Personal Items

Upon conclusion of a Rental Activity, the Renter agrees to remove all **equipment, displays and other goods and chattels of the Renter** from the Facility. Failing this, the equipment, displays and other goods and chattels will be removed and stored for 30 days by HMBC and then sold or otherwise disposed of. HMBC will not be liable for any damage or loss of the said equipment, displays, goods or chattels during such removal or storage or both. The Renter will be responsible for all costs related to storage, removal and disposal of all their equipment, displays and other goods and chattels.

3.3. Lost & Found

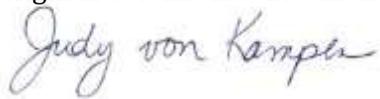
Although HMBC will do its reasonable best to locate **personal items** lost while a person participates in Activities in its Facility, HMBC will not be liable for such items' return or replacement. Personal items in HMBC's lost and found that are not claimed within 30 days will be given to charity or otherwise disposed of.

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FACILITY RENTAL APPLICATION AND AGREEMENT

Facility Rental Application			
Rental Activity Details			
Rental Activity			
Rental Date		# of People	
Rental Times	Open:	Event:	Close:
Additional Details for Wedding Ceremonies			
Names of Bride/Groom			
Name/Title of Officiant			
Rehearsal Time	Open:	Close:	
Rental Fee Calculations			
Requirements		For Office Use Only	
Rooms	Hours	Fee	Additional Information
Sanctuary			4 hr minimum
Fellowship Hall			4 hr minimum
Kitchen			4 hr minimum
Gym			2 hr minimum
Board Room			1 hr minimum
Classroom			1 hr minimum
Personnel	Hours	Fee	Additional Information
Facility Host: ?			Requested Pay-out: Paid:
Sound Tech: ?			Requested Pay-out: Paid:
Media Tech: ?			Requested Pay-out: Paid:
Kitchen Rep: ?			Requested Pay-out: Paid:
Officiant: ?			by honorarium
Pianist: ?			by honorarium
Song Leader: ?			by honorarium
Other	Qty	Fee	Additional Information
Standard Janitorial			required
Set-up/Take-down			optional
Linen Laundering			optional
Other			optional
Payment Details (For Office Use Only)			
Total Rental Fee		Package:	
Security Deposit		Paid Date:	
Balance		Paid Date:	
Extra Charges		Paid Date:	
<p>Rental Fees may be sent to HMBC via e-Transfer to give@highlandchurch.ca. Cheques are payable to "Highland Mennonite Brethren Church" and may be mailed to HMBC. Cheques or cash may be delivered in person to HMBC.</p>			

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Contact Information			
Highland Mennonite Brethren Church Contact Information			
Agent Name	<i>Judy von Kampen, Administrative Assistant</i>		
Organization Name	<i>Highland Mennonite Brethren Church</i>		
E-mail Address	<i>office@highlandchurch.ca</i>	Phone #	<i>403-276-9396/403-605-9534</i>
Address	<i>4018 Centre B St NW Calgary AB T2K 0W2</i>		
Renter Contact Information			
Agent Name			
Organization Name			
E-mail Address		Phone #	
Address	?		
Inquiry and Confirmation Dates (For Office Use Only)			
Renter Inquiry		HMBC Response	
Facility Use Policy		Staff Approval	
Certificate of Insurance		Calendar (Wall/Outlook)	
HMBC Confirmation		Personnel Request(s)	
Facility Rental Agreement			
<i>The Renter hereby agrees to indemnify and hold harmless HMBC, its directors, officers, agents, and employees of and from all demands, claims, suits, actions, costs, charges, expenses or liabilities in contract or in tort resulting from injuries or death to any person or from any property damage occurring during the Rental Activity arising by reason of any breach, violation or non-performance under this agreement by the Renter, its directors, officers, agents, or employees.</i>	<i>HMBC hereby agrees to indemnify and hold harmless the Renter, its directors, officers, agents, and employees of and from all demands, claims, suits, actions, costs, charges, expenses or liabilities in contract or in tort resulting from injuries or death to any person or from any property damage occurring during the Rental Activity arising by reason of any breach, violation or non-performance under this agreement by HMBC, its directors, officers, agents or employees.</i>		
<i>The Renter hereby commits to obtain - at their cost - a certificate of insurance naming HMBC as the additional insured; submitted in writing to HMBC prior to Facility use, and valid for the duration of the Rental Activity.</i>	<i>HMBC hereby agrees to maintain strict confidentiality of all information provided by the Renter and not to disclose such information to anyone except authorized representatives of HMBC who need to know such information or as required by law.</i>		
<i>The Renter hereby confirms that they have read, understood and agree to abide by HMBC's Facility Use Policy.</i>	<i>HMBC's Facility Rental Agreement with any organization should not be construed as an endorsement of that organization or its products or services.</i>		
Signatures			
Agent for Renter:	Agent for Highland Mennonite Brethren Church:		
			
Date of Signature:	Date of Signature:		

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FACILITY RENTAL FEE SCHEDULE

Room Requirement		Facility Host	Sound or Media Tech	Kitchen Rep	Standard Janitorial	Set-up / Take-down	Linen Laundering	Security Deposit
Sanctuary (237 in pews, incl. Balcony)	\$50/hr (4 hr minimum)	\$25/hr	\$25/hr	n/a	\$50	n/a	n/a	\$100
Fellowship Hall (250 standing; 200 seated; 160 at tables)	\$25/hr (4 hr minimum)	\$25/hr	\$25/hr	\$25/hr	\$50	\$50	n/a	\$100
Kitchen	\$25/hr (4 hr minimum)	\$25/hr	n/a	\$25/hr	\$25	n/a	\$25/use	\$100
Gym (150 standing; 120 seated; 80 at tables)	\$25/hr (2 hr minimum)	\$25/hr	\$25/hr	n/a	\$25	\$50	n/a	\$50
Board Room (12-14 at board room table)	\$25/hr (1 hr minimum)	\$25/hr	\$25/hr	n/a	\$20	\$20	n/a	\$25
Classroom (size varies)	\$25/hr (1 hr minimum)	\$25/hr	n/a	n/a	\$20	\$20	n/a	\$25
Wedding Ceremony	<p style="text-align: center;">\$800 includes: Use of Sanctuary for Decorating, Rehearsal, Ceremony (approx. 4 hrs) Use of Additional Room for Bridal Party (approx. ½ hr) Hiring of Facility Host (approx. 4 hrs) Hiring of Sound Tech for Rehearsal and Ceremony (approx. 4 hrs) Standard Janitorial Services (not incl. Officiant/Musician Honorariums; Media Tech Fee)</p>							\$200
Memorial Service	<p style="text-align: center;">\$1,000 includes: Use of Sanctuary for Memorial Service (approx. 1 hr) Use of Fellowship Hall and Kitchen (approx. 3 hrs) Use of Additional Room for Bereaved Family (approx. ½ hr) Hiring of Facility Host (approx. 4 hrs) Hiring of Sound Tech for Memorial Service (approx. 2 hrs) Hiring of Kitchen Rep (approx. 4 hrs) Use of Kitchen Linens; Standard Janitorial Services (not incl. Officiant/Musician honorariums; Meal Prep/Food Costs; Media Tech Fee)</p>							\$250
Baptism Celebration	<p style="text-align: center;">\$1,000 includes: Use of Sanctuary/Filled Baptistery for Baptism Service (approx. 1 hr) Use of Fellowship Hall and Kitchen (approx. 3 hrs) Hiring of Facility Host (approx. 4 hrs) Hiring of Sound Tech for Baptism Service (approx. 2 hrs) Hiring of Kitchen Rep (approx. 4 hrs) Use of Kitchen Linens; Standard Janitorial Services (not incl. Meal Prep/Food Costs; Media Tech Fee)</p>							\$250