

FIRST UNITED METHODIST CHURCH OF BIXBY
FACILITIES USE POLICIES AND PROCEDURES

I. Policy

First United Methodist Church of Bixby (FUMC Bixby or the Church) makes its facilities available to FUMC Bixby sponsored groups and organizations, as well as to persons or groups outside of FUMC Bixby to serve the needs of the local community and our society at large. In so doing, we are called by God to be good stewards of the property and resources with which we have been entrusted. In order to use our facilities most effectively to carry out the mission and ministry of FUMC Bixby and to make our facilities available to as many groups as possible, consistent with such mission and ministry, the FUMC Bixby Board of Trustees has developed these Building Use Policies and Procedures. We expect this to be a living document that will change from time to time as the members of FUMC Bixby grow in God's love and strive to meet the changing needs of our congregation, community and world.

All use of FUMC Bixby facilities must be consistent with the mission and ministry of the Church. Generally, FUMC Bixby seeks to recover costs associated with the use of Church facilities. However, the recovery of costs is to be aligned with the ministry of the Church. Any risk associated with the use of Church facilities must be deemed acceptable by the Church and consistent with the ministry of FUMC Bixby. Any zoning, permit or other regulatory issues raised by a proposed use of FUMC Bixby facilities must be resolved by the outside party planning to use the facilities, after approval of the FUMC Bixby Board of Trustees. Finally, use of Church facilities must not have harmful tax consequences to FUMC Bixby.

II. Procedures

A. Scheduling and Reservations; Conflicts

All requests for building use must be scheduled through the FUMC Bixby Office Administrator and placed on the FUMC Bixby master calendar. If there is a conflict between two or more building requests, the event first placed on the FUMC Bixby master calendar will be entitled to priority, as long as the event was properly scheduled and approved in accordance with these Procedures.

B. Priority for Building Use

If two or more conflicting requests for use of the building are received by the FUMC Bixby Office Administrator before the master calendar has been filled for the requested time or date, use of the building will be determined according to the following order of priorities:

1. FUMC Bixby Ministry Events. FUMC Bixby worship services, meetings, programs and activities (including those of FUMC Bixby Preschool) will have first priority. These must be scheduled through the Office Administrator and placed on the FUMC Bixby master calendar at least one week before the desired date of use.

2. Other United Methodist Church Activities. Other United Methodist Church-related activities will have secondary priority. These activities must be scheduled through the Office Administrator and placed on the FUMC Bixby master calendar at least one week before the desired date of use.

3. Outside Sponsored Activities. Activities sponsored by FUMC Bixby members or ministry groups will have third priority. These activities just be scheduled through the Office Administrator at least one month before the desired date of use, and will be placed on the FUMC Bixby master calendar only if there are no conflicts with previously scheduled FUMC Bixby or other UMC related activities. The Trustees must approve in advance all Priority 3 requests for:

- a. regular or recurring building use, and
- b. events to be scheduled more than 90 days in advance.

Individual Priority 3 requests for building use less than 90 days out may be scheduled by the Office Administrator, after conferring with the Chairperson or other officer of the Trustees, if there are no conflicts with previously scheduled FUMC Bixby or other UMC related activities.

4. Outside Groups. Activities sponsored by organizations and groups outside of FUMC Bixby will have last priority. The gym is not available to sports teams not associated with leagues offered by FUMC due to the high volume of requests. These activities must be scheduled through the Office Administrator at least one month before the desired date of use, and will be placed on the FUMC Bixby master calendar only if there are no conflicts with previously scheduled events having a higher priority. The Trustees must approve in advance all Priority 4 requests for:

- a. new or previously unapproved building use,
- b. regular or recurring building use, and
- c. events to be scheduled more than 90 days in advance.

C. Building Use Request Form; Other Arrangements

Before using FUMC Bixby buildings or facilities, all groups must fill out, sign and deliver to the Office Administrator a Building Use Request Form as attached **Exhibit A.** The requesting group also complete the following arrangements:

- a. arrange for building access with staff,
- b. provide proof of insurance or Acceptance of Responsibility (**Exhibit B**),
- c. pay required fees,
- d. coordinate room set up with staff, and
- e. coordinate child care, if necessary, with staff (if event qualifies for child care).

D. Building Use Contract

Before using FUMC Bixby building or facilities, an authorized representative of Priority 2, 3, or 4 groups must sign and deliver to the Office Administrator a Building Use Agreement in the form attached as **Exhibit C**.

E. Insurance

In addition to a Building Use Request and Building Use Contract, all priority 2, 3, and 4 groups must deliver to the Office Administrator, a certificate of insurance, or Acceptance of Responsibility (**Exhibit B**), before using FUMC Bixby buildings and facilities. The insurance certificate must name FUMC Bixby as an additional insured and cover liability, personal injury, and property damage arising out of the group's use of FUMC Bixby building and facilities. The Trustees will determine the types and amount of coverage required under these Policies and Procedures.

F. Access / Key Control

For the safety of the FUMC Bixby Staff and the children and teachers of the Sheppard's Fold Preschool, access to Church facilities will be secured by a security system and/or key control policy as approved by the Trustees from time to time. Prior arrangements must be made with the Office Administrator for access to the building at non-scheduled times or outside of regular Church office hours.

G. Facility Use Fees

FUMC Bixby may request donations of fees to help offset the expense of making its facilities available for use by groups. This may be in the form of a profit sharing arrangement with Priority 1 and 2 groups, flat fees charged to Priority 3 and 4 groups, and/or setup, cleanup, or custodial fees for all types of groups. Suggested fees are set forth in the Fee Schedule attached as **Exhibit D**. The Trustees will review and revise the Fee Schedule from time to time. FUMC Bixby may also charge a nominal cancellation fee if last minute cancellations result in a loss of deposits made by FUMC Bixby.

H. General Use Condition and Restrictions

The use of all FUMC Bixby facilities will be subject to the General Use Conditions and Restrictions set forth in **Exhibit E.**

I. Restrictions on Use – Tax Exempt Status

Any use of FUMC Bixby building or facilities that would jeopardize FUMC Bixby's tax exempt status under Section 501 (c)(3) of the Internal Revenue Code (IRC), or any applicable successor provision of the IRC, is prohibited.

J. Amendment; Interpretation; Waiver

The Trustees may amend the Building Use Policy and Procedures from time to time. The Trustees will determine all questions of interpretation of the Policy and Procedures, and such determination will be final. The Trustees may, from time to time and in their reasonable discretion, waive a portion of the Procedures (e.g., usage fees) upon a specific request, after considering the economic and other circumstances of the person or group making the request and the nature of the event or activity for which building use is requested. Requests for such waivers will be considered individually, and any waiver granted for a specific group or activity on a particular occasion will not be considered a waiver for the same or similar group or activity in any future instance. The Trustees may not waive any part of these Procedures if such waiver would jeopardize FUMC Bixby's tax exempt status.

EXHIBIT A

**FIRST UNITED METHODIST CHURCH of BIXBY
BUILDING USE REQUEST FORM**

Date: _____

Name of Group/Organization _____

FUMC Bixby Ministry Group? Yes/No _____

501(c)(3) tax exempt organization? Yes _____ No _____ Tax I.D. No. _____

Date Space Requested: _____ Event Start & End Times _____

Person Responsible: _____
PRINT NAME

Address: _____

Telephone: W _____ C _____ H _____

Description of Event/Meeting:

Room No./Space Requested. _____

Set up request:(Describe room set up requested. Include diagram on separate paper)

Number of tables requested: (round/rectangular) _____

Number of chairs requested: _____

Use of: Kitchen Y/N _____ Nursery Y/N _____ Sound Sys Y/N _____

Number of participants anticipated? _____ Estimated clean up charge: _____

Time requested in building: _____ Time out: _____

Fee(See Fee Schedule): _____ Paid \$ _____

EXHIBIT B

FIRST UNITED METHODIST CHURCH of BIXBY
ACCEPTANCE OF RESPONSIBILITY

I agree to be responsible for the conduct of those coming to, or participating in, the activity for which this application is being made, and for any damage beyond normal wear and tear that may occur as a result of this activity. I am responsible and assume liability for any injury to persons or damage or loss of property that occurs during or as a result of its use of the Building. FUMC Bixby specifically disclaims liability for such injury, damage and loss.

Signature: _____

Print Name: _____

Organization: _____

Title: _____

Deposit amount _____

Date: _____

Billing Adress: _____

For Office Use Only

Request Approved: _____

Request Denied: _____

Agreed Upon Fees: _____

EXHIBIT C

FIRST UNITED METHODIST CHURCH of BIXBY
BUILDING USE AGREEMENT

This agreement is entered into as of the _____ day of _____, 20__ by and between First United Methodist Church of Bixby (FUMC Bixby) and _____ (Organization).

FUMC Bixby is the owner of real and personal property, facilities and buildings located at 15502 S. Memorial Dr., Bixby, OK 74008 (referred to together as the Building); and

Organization that desires to use the Building on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement and other consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Organization acknowledges that it has received a copy of FUMC Bixby's Building Use Policies and Procedures and Exhibits. Organization agrees that its use of the Building will comply with the Procedures, including but not limited to the General Use Conditions and Restrictions.
2. Organization agrees to protect, indemnify and hold harmless FUMC Bixby and FUMC Bixby's directors, trustees, officers, employees, volunteers and commission/committee members, and their respective estates, heirs, legal representatives and assigns, from and against all claims, liabilities, and damages, including attorneys' fees, directly or indirectly related to a breach of this Agreement or any use of the Building by Organization or Organization's employees, agents, volunteers and representatives.
3. **Organization is responsible and assumes liability for any injury to persons or damage or loss of property that occurs during or as a result of its use of the Building. FUMC Bixby specifically disclaims liability for such injury, damage and loss.**
4. At FUMC Bixby's election, Organization shall repair, replace or reimburse FUMC Bixby for any FUMC Bixby property that is damaged, lost or stolen during or as a result of Organization's use of the Building.
5. **Organization shall maintain an insurance policy(ies) insuring FUMC Bixby against all liability for personal injury or death and damage to property arising from Organization's use of the Building. Organization's insurance shall provide primary coverage to FUMC Bixby when any policy issued to FUMC Bixby provides duplicate or similar coverage, and in such circumstance FUMC Bixby's policy will be excess over Organization's policy. Organization shall provide to FUMC Bixby a certificate of such insurance before any use of the Building. Organization shall notify FUMC Bixby at least 30 days before cancellation or a material change of any such insurance. All such insurance shall be in a form and amount, and be issued by companies, reasonable satisfactory to FUMC Bixby.**
6. Organization represents and warrants that this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable against Organization in accordance with its terms, and that the execution and delivery of this agreement by Organization and the performance by it of the acts contemplated hereby have been duly and validly authorized by all necessary action on behalf of the Organization. This Agreement will be governed by Oklahoma law. This agreement may be executed by facsimile signature and in multiple counterparts which, when taken together, will constitute one original instrument.

Duly executed as of the date first written above.

Printed Name of Organization

First United Methodist Church of Bixby

Authorized Agent and Title

Office Administrator

EXHIBIT D

FIRST UNITED METHODIST CHURCH of BIXBY
FEE SCHEDULE

Facility Type	Deposit (refundable)	Priority 1	Priority 2	Priority 3	Priority 4
Sanctuary	\$150	0	0	\$240/day*	\$320/day*
Gymnasium	\$150	0	0	\$240/day*	\$320/day*
Youth Room	\$150	0	0	\$120/day*	\$160/day*
Chapel	\$50	0	0	\$15/4 hr	\$25/4 hr
Class Room	\$50	0	0	\$15/4 hr	\$25/4 hr
Kitchen	\$150	0	0	\$15 Catered \$75 full use	\$25 Catered \$100 full use
Nursery	\$50	0	NA	NA	NA
Sound System		\$25/hr-2hr minimum	\$25/hr-2hr minimum	\$25/hr-2hr minimum	\$25/hr-2hr minimum
Janitorial Service		\$25/Hour	\$25/Hour	\$25/Hour	\$25/Hour
Athletic Field	\$100	0	0	\$15/Hour**	\$25/Hour**

*Half day rates apply if facility is used 4 hours or less.

**If facility used is not cleaned after use, standard Janitorial Service fees will be imposed.

REVENUE SHARING

To help defray overhead costs, FUMC asks that any organization using the facility share 33% of profits made from concessions, registration fees, etc.

WEDDING FEE SCHEDULE

Facility	Members	Non-Members
Sanctuary, Gym, Coordinator, Organist, Custodian, and Sound Technician,	\$450.00	\$1200.00
Sanctuary, Coordinator, Organist, Sound Technician, and Custodian	\$450.00	\$800.00
Minister:(presiding for our church)	\$125.00	\$125.00
Deposit (refundable)	\$250.00	\$500.00

EXHIBIT E

FIRST UNITED METHODIST CHURCH of BIXBY GENERAL USE CONDITIONS AND RESTRICTIONS

General

1. Users are responsible and assume liability for any injury to persons or damage or loss of property that occurs during the use of FUMC Bixby property. FUMC Bixby specifically disclaims liability for such injury, damage, or loss.
2. Any zoning, permit or other regulatory issues raised by a proposed use of FUMC Bixby facilities must be resolved by the party planning the use, and must be approved by the FUMC Bixby Trustees.
3. Church office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.
4. Alcoholic beverages, illegal or hazardous substances, tobacco, and firearms are prohibited on FUMC Bixby property.
5. Tables, chairs, furniture, and equipment of FUMC Bixby may not be removed or relocated without the approval of the Facility Manager. A fee may be charged for the use of this equipment.
6. No food or drinks are allowed in the sanctuary.
7. Do not nail, tape, glue, or otherwise affix anything to the walls or floors of the interior or exterior of the buildings. Masking tape or painters tape may be used, but must be completely removed at the conclusion of the event.
8. At the conclusion of your event, remove any temporary decorations or signs, place trash in the proper containers, return all furniture or equipment to its proper place, turn out the lights and lock up. One representative of the Organization must coordinate the setup, cleanup, and lockup of the FUMC Bixby facility with the Facility Manager. This must be done to the Facility Manager's satisfaction to have deposit money returned and avoid additional custodial charges.
9. Use of any musical instruments owned by FUMC Bixby must be coordinated with the Minister of Music. Use of sanctuary organ, sound system, or piano must be specifically approved in advance by the Minister of Music. A fee may be charged for the sanctuary organ, piano or lighting system.
10. Children involved or present in your activities, must be attended at all times by at least on adult.
11. Above all, use common sense and be respectful of this house of God and our environment in conducting all of your activities.