

Facilities Use Policy

Approved by Board of Trustees – 10/17/23

I. Statement of Purpose

At St. Peter's United Methodist Church (hereinafter the "Church"), we invite people to experience God's grace and to grow in their knowledge and love of God through disciplined Christian living. Our theological heritage is based on this distinctive emphasis. Because of what God has done for us, we offer our lives back to Him through a life of service and discipleship. At St. Peter's United Methodist Church, we believe our faith must manifest itself in what we do, therefore; as disciples, we seek to "Connect the World with God's Love" through our mission and service. For John Wesley, faith always included a social component because we cannot be solitary Christians. We recognize that our facilities are a gift from God for the purposes of God and should be utilized for this purpose to the fullest extent possible. The Board of Trustees, the Church Staff and the Church Members believe that the Church facilities are to be used primarily for the worship of God, for the mission of the church, and secondarily to be a good neighbor by supporting the surrounding Christian community. The following policies have been written and approved in order to standardize and regulate the use of the facilities of St. Peter's United Methodist Church.

For all those requesting use of these facilities, it is understood that St. Peter's United Methodist Church is a religious, not-for-profit, tax-exempt organization. It is further understood that facilities use will not be conducted or allowed to be conducted in a manner that damage the image of, undermine the principles and beliefs of, or are for programs inconsistent with the faith statement of St. Peter's United Methodist Church. The facilities of St. Peter's United Methodist Church, by definition, include the buildings, the grounds, the furnishings, the fixtures and the equipment.

II. Hours of Operation

- A. St. Peter's will be open for regular operations on the following schedule:

Kingsland:

1. Monday through Friday 8:30 a.m. to 9:00 p.m.
2. Saturday 8:00 a.m. to 4:00 p.m.
3. Sunday 7:00 a.m. to 6 p.m.

West:

1. Monday – 8:30 a.m. to 2:30 p.m.; 5:00 p.m. to 9:00 p.m. (as required)
2. Tuesday – 5:00 p.m. to 9:00 p.m. (as required)
3. Wednesday – 8:30 a.m. to 12:30 p.m.; 5:00 p.m. to 9:00 p.m. (as required)
4. Friday – 5:00 p.m. to 9:00 p.m. (as required)
5. Sunday 7:00 a.m. to 1 p.m.

- B. Wednesday evenings, after 5 p.m., and all-day Saturday and Sunday will be reserved for Church ministry activities.
- C. The Church will not be available for use on officially recognized Staff Holidays. Holidays are set on a yearly basis and Staff will communicate the Holiday schedule with enough advance notice for meetings/events to be cancelled and/or reschedule as may be required.
- D. The Church will not be available for use the week of Christmas and the week of Easter.

The Board of Trustees recognizes that use of the facilities for the Ministry Activities of the Church will occur outside regular operating hours, from time to time. Such activities must have prior approval of the Senior Pastor or Executive Director.

Any meeting, event or activity of Ministry Outreach and Community Outreach Groups, if requested to occur outside of normal operating hours, shall be considered a Special Event and will be subject to approval by the Church's Board of Trustees.

All meetings, events or activities shall be completed within the stated hours of operation. Especially in the case of requests that anticipate use of the kitchen facilities in Lott Fellowship Hall or the Hospitality Kitchen/Coffee Servery, and all meetings, events or activities, regardless of location, that include serving food, the term “completed” in the previous sentence includes all time required for clean-up at the closing of the meeting, event or activity.

III. Facility Use by Category/Purpose

In keeping with the Statement of Purpose, the Board of Trustees has divided groups and individuals (hereinafter “User”) into the following categories:

1. Ministry Groups (individual and group activities directly related to the Church and its’ ministry to the community) (these activities may include partnership with other local charity groups)
 2. Ministry Outreach Groups (individual and group activities encouraged by the Church but not directly related to its’ ministries)
 3. Community Outreach Groups (good neighbor individual and group activities, non-profit organizations and other community charity groups)
- A. The use of church facilities by for-profit groups or individuals will not be approved. All requests for facilities use by Ministry Outreach and Community Outreach Groups, whose activity and purpose may not align with the Church’s mission statement, may require prior approval of the Board of Trustees. The Church realizes that many groups meeting at the Church have participating members who are also active members of the Church. A group’s purpose, as it relates to the mission of the Church, is the primary factor in determining facility use.
- B. The approval of requests for facility use is the responsibility of the Building Operations & Maintenance Manager with counsel from the Board of Trustees, if necessary. Because of the large number of requests received and the added responsibilities that events require, individuals and groups wishing to use the Church facilities are cautioned to not plan or commit their requested meeting/event prior to approval of a Facilities Use Request Form and/or prior to entering into a Facilities Use Agreement.
- C. All Ministry Outreach Groups and Community Outreach Groups requesting use of the Church facilities during regularly scheduled hours or for Special Events will provide the following:
1. Proof of 501(c)3 and/or non-profit status
 2. Proof of insurance (General Liability and/or Workers Compensation as may be required)
 3. Approval and execution of a Facilities Use Agreement
- D. Facility Use for Ministry Groups
The Church, the Pastoral Staff, the Office Staff, the Children’s Ministry Department, the Student Ministry Department and the Music Department may request and will be granted permission to use the facilities for single use and recurring ministry events attended by the church membership and its’ guests and such events will be subject to the terms of this policy. This type of event takes priority over all other requests for event/meeting space. A Facilities Use Agreement is not required for this type event conducted during normal hours of operation, however; the User is required to submit a Facilities Use Request Form. These events are those typically understood to be Church events whose cost of operation is funded by the annual budget of the Church. Scheduling for this type event can be made 12-months in advance. Special Events, as defined by this policy, may require a Facilities Use Agreement and be subject to fees. When such events include participants under the age of 18-years, the Safe Sanctuary policies of the Church must be followed.
- E. Facility Use for Ministry Outreach Groups (and Other Non-Member Groups)
Ministry Outreach Groups include counseling and help programs, 12-step programs and scouting programs. These groups will be granted permission to use the facilities on a recurring basis subject to the terms of this policy. These Users will be required to submit a Facilities Use Request Form. They will also be required to have an approved Facilities Use Agreement, unless waived by the Executive Director. Ministry Outreach events are consistent with the social doctrine of the Church and, as such, are typically not subject to User fees. The Church encourages these groups to make a periodic donation to the Church to be used for Church ministries. Scheduling for Ministry

Outreach Events can typically be made 6-months in advance. Special Events, as defined by this policy, may require a separate Facilities Use Agreement and be subject to fees.

F. Facility Use for Community Outreach Groups

Community Outreach Groups includes individual good neighbor group activities, community and school district choir and orchestra groups, community charity groups and other non-profit associations along with those requesting use for weddings, funerals and memorial services. These Groups will be required to have an approved Facilities Use Agreement. Requests for use of the Church facilities by Community Outreach groups during regular operating hours, for Special Events, and for activities that require special accommodations such as significant set up, security, audio/visual equipment, cleaning and/or Church staff will be evaluated on a case-by-case basis. Each meeting/event will be considered if, 1) usage does not interfere with the Church's normal activities, and 2) adequate Church staff is available during the requested use time. Scheduling for this type event can typically be made 6-months in advance.

Usage of the Church facilities by Community Outreach groups will require remuneration such that the Church budget is not negatively impacted by the requested usage. The fees charged for Community Outreach activities are understood to include the cost for air conditioning, lighting, staffing, cleaning, security, maintenance, room set-up and room take-down. Special consideration may be provided for funerals and memorial services.

The Church has a separate policy for use of Church facilities for weddings. Those desiring use of Church facilities for weddings should contact the Church office to obtain a copy of the Wedding Policy booklet and to discuss the special requirements associated with conducting a wedding at St. Peter's United Methodist Church. The Wedding Policy is considered supplement to this Facilities Use Policy and the terms of this policy shall apply.

G. The Building Operations & Maintenance Manager shall be the individual responsible for approving or disapproving facility use requests and establishing fees. This policy will be the basis of that determination. Any user requesting a meeting/event/activity not in conformance with this written policy requires Board of Trustees approval. The determination by the Building Operations & Maintenance Manager may be appealed directly to the Board of Trustees. The Board of Trustees typically meets once a month on the third week of the Month. Appeals should be submitted in adequate advance of this date in order to get requests placed on the Trustees agenda.

H. Renewal of Facilities Use Agreement

Events/meetings that are approved and held on a regular basis (weekly, monthly, etc.) can be covered under one Facilities Use Agreement with all scheduled dates identified in advance. Each Facilities Use Agreement will be reviewed for renewal or cancellation depending on facility availability. The Church's use of the facilities is precedent to any other use request. No individual or group is guaranteed event/meeting space and agreements must be renewed where usage is requested for meetings/events not covered by a current agreement. At the time of renewal, the Building Operations & Maintenance Manager reserves the right to adjust fees and/or relocate event/meeting space and necessary to accommodate Church activities.

III. General Regulations/Procedures

The following regulations and procedures apply to all requests associated with the use of St. Peter's United Methodist Church facilities. As such, all Users must be familiar with and agree to abide by these regulations as part of any Facilities Use Agreement with St. Peter's United Methodist Church.

A. Procedures

Requests for use of St. Peter's United Methodist Church facilities must follow these procedures:

1. All Ministry Outreach and Community Outreach individuals or groups requesting use of the facilities must fill out a "Facilities Use Request Form" (online) and submit that request to the Building Operations & Maintenance Manager no later than four (4) weeks prior to a scheduled event date to be reasonably assured a meeting/event can be accommodated. The Building Operations & Maintenance Manager has discretion to change a User's meeting location to best facilitate other approved activities and to maximize the Church's resources. Prior to any facility usage these groups must:
 - a. Complete and have on file a signed approved Facilities Use Agreement (Addendum B). Note that for certain Ministry Outreach Groups this requirement may be waived by the Executive Director.

- b. Have on file a current copy of Certificate of Insurance. The insurance requirement is detailed in Regulation 29 below.
 - c. Have on file a copy of their certificate of status as a 501(c)3 entity or other non-profit corporation.
 - d. Provide full payment of fees (as applicable) prior to a scheduled event date. For meeting/events having multiple occurrences as part on a single Facilities Use Agreement, payments may be made periodically and in advance of each meeting/event covered by the agreement.
2. Users are required to contact the Church office to notify the Building Operations & Maintenance Manager of any cancellation. Failure to notify the Church in advance will/can affect future requests for facilities use. Fees paid for cancelled events will be returned to the User to the extent that the Church has not already expended time and resources for the meeting or event.
3. Users are required to give the Building Operations & Maintenance Manager advance notice of any requested change associated with their approved meeting/event. This may require submitting a revised Facilities Use Request Form.
4. If a User anticipates hiring/incorporating a third party vendor, whether paid or volunteer, as part of their event, the Building Operations & Maintenance Manager must be provided with advance notice. Indicate on the Facilities Use Request Form, the nature of the service to be provided (ie. food service, speaker, equipment rental, subcontractor). At a minimum, the Church needs to understand the relationship of the vendor and it's associated use of the facilities. Depending on the vendor and the nature of the service to be provided, the Church may require the vendor to enter into a formal contract with the Church and provide insurance coverage. The Building Operations & Maintenance Manager reserves the right to refuse use of the facilities by any and all third-party vendors. To the greatest extent possible, the Church will work with all users to establish workable arrangements for third party vendors.

B. Regulations

Use of Church facilities shall be governed by the following regulations:

1. There can be no conflict with church functions or other groups whose activities have prior approval and are covered by a current Facilities Use Agreement. Church functions always hold priority.
2. Lott Fellowship Hall and Asbury Hall must be vacated by 8:00 PM weekdays and 2:00 PM Saturdays, to provide time for event break-down and set-up for the following day. The User's time required to clean up and to pack/remove personal belongings brought to facilitate the meeting/event shall be factored into the time required to vacate. Events requiring afterhours personnel may be subject to an additional \$25 charge per hour.
3. Audio and video (AV) equipment is available for use in selected spaces and requires two-week advance notice. Unless other arrangements are approved by the AV Coordinator, equipment in these venues must be operated by church personnel and is subject to fees.
4. The use of tobacco, alcohol, or drugs on the property is prohibited. Smoking is prohibited in all physical structures.
5. Firecrackers and/or fireworks are not permitted on the property.
6. The Church has a policy of no open carry of firearms on church property or in church buildings. Those licensed to carry firearms must keep them concealed at all times. The Church prefers that all firearms be kept concealed within individual's vehicles while visiting our campus.
7. Food and drinks are not allowed in the Sanctuary.
8. Use of motor vehicles will be limited to and only operated on/in designated driveways and parking lot areas. No vehicles are allowed on the grass areas or walkways, even for deliveries.
9. No changes in the heat or air conditioning system operation are allowed by Users. ONLY Church staff is allowed to make changes in climate conditions for the facilities.

10. In an effort to protect the provide proper care of the facilities, the User agrees the Church will provide all set-up and break-down based on information provided by the User in the Facilities Use Agreement, unless other arrangements have been approved. Events requiring extensive set up or breakdown or after-hours personnel may be subject to an additional \$25 per hour charge.
11. At the Church's sole discretion, off duty uniformed police officers may be hired to be in attendance at events/meetings. The Building Operations & Maintenance Manager's determination of need will be final and not subject to appeal. Any group that desires security for their event should indicate that desire on the Facilities Use Request Form. The Church will be responsible for coordinating and providing security, the cost of which will be included in the facilities use fee.
12. The User agrees to provide supervision, to the extent that said activities are carried out in a safe and orderly manner, for all areas defined as part of the Facilities Use Agreement. For all Ministry Activities, the Church's Safe Sanctuary Policy will apply, when the activity involves children 18-years of age or younger (minors). The Church's Safe Sanctuary Policy may be found on the Church's webpage at <https://stpkaty.org/policies-forms>
13. For all Ministry Outreach and Community Outreach activities, the Church recommends following the Church's Safe Sanctuary Policy. The Church is not responsible for supervision of any Ministry Outreach or Community Outreach Group. Parents of all minor children will insure proper behavior and decorum within Church buildings.
14. User agrees to obtain the permission of the Church before moving any fixture, any piece of furniture or any piece of equipment provided by the Church inside the activity space or in other adjacent areas of the Church.
15. For all meetings/events, when tables are being used, the User shall be responsible for cleaning all tabletops, picking up all trash in the room and making sure all refuse is properly placed in approved waste containers.
16. If the request for a meeting/event includes any activity other than use of printed materials, note taking, discussions, etc., activities normally associated with studies and discussions, a written description of the actual activity shall be indicated on the Facility Use Request Form. Any activity that could result in permanent discoloration or staining of tabletops is discouraged. Proper judgment should be exercised to protect tabletops to the maximum extent possible. Use of vinyl table coverings is mandatory for any activity that involves food, drink, markers, crafts that include the use of glues, craft paints, etc.
17. Painting of any object(s) within any building is prohibited without prior approval of the Building Operations & Maintenance Manager.
18. For Ministry Groups only, the kitchen in Lott Fellowship Hall is available for food preparation and includes a 6-burner gas stove with oven, a dual electric convection oven, preparation tables, steam serving table, refrigeration units and a commercial dishwasher. Users will be responsible for complete clean-up and trash disposal following any use of kitchen facilities. The trash dumpster for the Church is generally located next to the baseball/softball field. Assistance will be provided for equipment operation prior to the start of an event, as may be necessary.
19. Tacks, nails, pins, screws, tape(other than blue painter's tape) and gummed fasteners are not to be used to fasten decorations to the floors, chairs, pews or walls or any other furnishing or fixture within the Church.
20. Fastening any item to a glass surface is strictly prohibited.
21. Activities that anticipate the use of glitter are strictly prohibited.
22. No animals, except for service animals, will be allowed inside any area of the facility unless prior, specific approval is granted by the Board of Trustees.
23. The User agrees to see that the premises of the Church, its buildings, fixtures and furniture are left in the clean and sanitary condition (this includes the assigned room/space and common areas) in which they were found. If janitorial services are required in addition to those already associated with the specific room/space, the User will be charged additional fees.

24. The User agrees that if upon final inspection by the Church at the conclusion of the activities, the building, grounds, fixtures, furniture and/or equipment are found to be damaged, the User will be responsible for that damage for any cause whatsoever. The User further agrees to pay for any damage to the facilities as a direct result of the User's activity.
25. In the event of any type of emergency, including but not limited to medical emergencies, electrical outages, fire, natural disasters, terrorism, etc., the Church's Emergency Plan shall be followed.
26. During an event, the User shall comply with all laws, rules, regulations, codes and requirements of all governmental bodies (Federal, State, County or Municipal) as applicable.
27. St. Peter's United Methodist Church may not be held responsible in any way whatsoever for any injury, loss of life or property damage incurred during use of the facilities, including within the buildings, on the grounds or parking lot areas. The User assumes full responsibilities for such eventualities associated with their event at St. Peter's United Methodist Church.
28. To the fullest extent allowed by law, the User agrees to indemnify and hold harmless St. Peter's United Methodist Church from and against any and all claims, demands, action, including counsel fees and other costs defending against the same for loss or damage to the facilities by the User, its members, guests or invitees.
29. When insurance covering a group's use of the facilities is required, the insurance shall have endorsements of comprehensive public liability insurance issued by a company licensed to do business in the State of Texas and acceptable to St. Peter's United Methodist Church, having been obtained at the expense of the User and covering the period for which the agreement is in effect. The certificate shall name St. Peter's United Methodist Church as additional insured and shall provide limits of not less than the following: \$1,000,000 injury to any one person; \$1,000,000 total liability arising from any one accident; \$500,000 property damage. In addition, the Church may require waiver of subrogation. A copy of this certificate is to be attached to the "Facilities Use Agreement." Workers Compensation for statutory limits shall be provided when the User has paid employees.
30. Users of the softball/baseball field are considered a Community Outreach group and shall be subject to the terms and conditions of this policy. The softball/baseball field, when offered for use, is provided "as-is". No guarantee, expressed or implied, is offered with respect to the playability, safety, functionality or acceptability of the softball/baseball field. Users shall pick up and dispose of all trash and rubbish from the field area following any practice, game or training activity.
31. To the fullest extent permitted by law, Outreach Groups signing a Facilities Use Agreement hereby agree to indemnify, hold harmless, protect, and defend St. Peter's UMC and its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers (collectively the "indemnified parties") from and against any and all claims, damages, losses, liabilities, demands, suits, costs, and expenses including, but not limited to, court costs and attorney fees arising or alleged to arise out of or in any way related, directly or indirectly, to this agreement, the use of any St. Peter's UMC facility, any property damage or loss, bodily injuries, sickness, disease, or death in connection with or arising out of user's use of the facilities. Such Outreach Groups duty to defend and indemnify the indemnified parties shall exist regardless of whether such claim, damage, loss or expense is caused, or is alleged to be caused, in whole or in part, by the negligence or strict liability of any indemnified party.

The Indemnified Parties shall give prompt notice to Outreach Groups of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder, but failure to so notify Outreach Groups shall not relieve such Groups from any liability that they may have under this Indemnity. Should it become necessary for any Indemnified Party to incur any expenses, or become obligated to pay any attorney's fees or court costs in connection with this Indemnity, including the enforcement hereof, Outreach Groups agree to pay such expenses, attorney's fees, or court costs to Indemnified Party within a reasonable time, which in no event shall exceed 30 days after receiving written notice from any Indemnified Party of the incurring of such expenses, attorney's fees or court costs. The terms of the Indemnity shall bind and inure to the benefit of the Indemnified parties and their heirs, legal representatives, successors and assigns.

32. Outreach Groups signing a Facilities Use Agreement warrant and certify that in the use of facilities, they have complied with or will comply with all applicable federal, state and local laws.

This Use Agreement reflects the entire agreement between Outreach Groups and St. Peter's UMC and may not be amended except in writing and signed by the Building Operations and Maintenance Manager. User may not assign any rights under this Agreement, without the prior written approval of St. Peter's UMC.

Outreach Groups and St. Peter's UMC stipulate and consent to the exclusive personal and subject matter jurisdiction of the state courts in Harris and Ft. Bend County, Texas for any disputes arising out of or related to this Agreement. This Agreement shall be governed and construed by the substantive laws of the State of Texas without regard to the choice of law rules of any other jurisdiction.

In case of medical or other emergency situations, Outreach Groups will notify the Executive Director of St. Peter's UMC so he/she can create a report of the incident, if necessary.

Addendum A
Facilities Use Fee Schedule

The room fees listed below are “per diem” fees (fee for each day the facilities are used). The fees listed will be adjusted to include costs for additional personnel (see below) and will vary depending on the specifics and duration of the meeting/event.

The room capacities listed below, generally represent the comfortable maximum for theater style seating arrangements. For meetings/events requiring classroom style seating at tables, please expect these capacities to reduce depending on the specific set-up desired.

| Area | Room Fee | Room Capacity |
|---------------------------------|-----------|--------------------|
| Sanctuary | \$310 | 750 |
| Narthex Lobby/Restrooms | \$ 25 | --- |
| Lott Fellowship Hall | \$100 | 250 |
| Lott Lobby/Restrooms | \$ 25 | --- |
| Lott Fellowship Hall Kitchen | \$ 35 | --- |
| Asbury Hall | \$ 95 | 150 |
| Asbury East | \$ 55 | 90 |
| Asbury West | \$ 40 | 60 |
| Ellis Music Suite Practice Hall | \$ 60 | 65 |
| Wesley | \$130 | Varies by Activity |
| Wesley Lobby/Restrooms | \$ 25 | --- |
| The Quad | \$ 80 | 150 |
| Splash Theater | \$ 65 | 100 |
| Parlor | \$ 20 | 30 |
| E106 | \$ 50 | 75 |
| S101 | \$ 25 | 50 |
| S201 | \$ 25 | 50 |
| S202-205 | \$ 10 | 20 |
| S208/209 | \$ 25 | 40 |
| S211 | \$ 15 | 20 |
| S212 | \$ 15 | 25 |
| E220 | \$ 15 | 25 |
| E221/222 | \$ 25 | 65 |
| E223 | \$ 20 | 35 |
| E224 | \$ 15 | 25 |
| E225 | \$ 25 | 40 |
| E226 | \$ 15 | 40 |
| E227 | \$ 15 | 35 |
| Softball/Baseball Field | No Charge | --- |
| West – Worship Center | \$100 | 250 |
| West - Lobby/Restrooms | \$ 25 | --- |
| West – Room 3 | \$ 10 | 10 |
| West – Room 4/5 | \$ 15 | 15 |
| West – Room 6 | \$ 25 | 20 |
| West – Room 7 | \$ 50 | 50 |
| West – Portable Rooms 1/2 | \$ 25 | 30 |

Notes:

1. Cost for staff to provide audio/video support in the Sanctuary, Lott Fellowship Hall, Splash Theatre, the Quad and Asbury Hall will be a minimum of \$100 + \$30/hour for each hour over 3 hours.
2. The Church’s cost to provide security for any event is currently \$40/hour with a 4-hour minimum per officer.
3. For Special Events, the staff attendant cost is currently \$25/hour, is mandatory, and will be charged for each and every hour for the duration of the meeting/event as well as the pre and post event set-up/take-down duration.
4. Cleaning costs will be added for Special Events. Price will be determined by outside vendor based on area required.