
PARKER HILLS BIBLE FELLOWSHIP
BUILDING USE POLICY
(Non-Ministry Functions Other Than Weddings)

The mission of Parker Hills Bible Fellowship (PHBF) is “Jesus Christ: to know Him and make Him known for the glory of God and the joy of all peoples.” PHBF also desires to cooperate with church members and other ministries with a similar purpose. In addition, the Trustees of PHBF have a responsibility to be good stewards of the property of the church. This policy summarizes general guidelines for use of the PHBF building and associated equipment (“church building” or “building use”) for non-ministry functions.

Use of the church building for weddings is described in a separate document.

To assist PHBF members and others with understanding when the PHBF building can be used for non-ministry functions, the Trustees have developed the following guidelines:

Building Use Priorities

1. PHBF ministry functions have priority. Use of the building for non PHBF functions cannot supersede a PHBF function. Conflicts will be resolved by the PHBF Trustees with no warranty of date availability expressed or implied, unless a written agreement has been signed. The PHBF Trustees reserve the right to decline building use by any group and for any reason.
2. PHBF family life functions. The church building is generally available to PHBF members to celebrate special events in the life of church members (e.g., anniversary, graduation), providing the dates are available on the church calendar and the use is approved by the PHBF Trustees. The Building Use Principles below are applicable to family life functions, although a Building Superintendent, use fees, written agreement, and insurance may not be required.
3. PHBF members providing a service to other PHBF members. The church building may be available to members to provide a service to other members, providing the dates are available and the use is approved by the PHBF Trustees. The Building Use Principles below are applicable to these events.
4. Functions for other non-profit or for-profit organizations. The church is not generally available to non-PHBF organizations. In select cases, the church building may be available to other organizations, providing the dates are available and the use is approved by the PHBF Trustees. The Building Use Principles below are applicable to these events.

Building Use Principles

- Non-ministry functions require oversight by a paid Building Superintendent. The PHBF Trustees must select the Building Superintendent. The Building Superintendent is responsible for opening and closing the building for the function, supervising the function, and must be present throughout the duration of the function, and is responsible for supervising appropriate set up and take down of equipment and furnishings before and after the event. The Building Superintendent cannot be associated with the specific function they are supervising (e.g., cannot

be the organizer, greeter, assistant for the building use function). The organizers of the building use function shall be responsible for the conduct and control of all participants and for providing adequate adult supervision during the use of the facility. A responsible adult associated with the function will be in charge of children at all times. Due to supervision concerns, the designated adult must arrive with or before participants. A responsible adult associated with the function will admit all participants into the building and make sure the door is closed securely behind them. No exterior doors are to be propped open at any time. Groups will remain in the approved areas only and will not venture into any other areas.

- **Use fees.** The building use fee will be required based on the duration of the event and the amount of the facility and equipment being used for the function (see attached Use Fee Schedule). A separate building use deposit will be collected before use and returned upon satisfactory condition of the building. Start and end times will be strictly adhered to, or overtime charges will be assessed at a minimum of one hour or actual time, whichever is greater.
- **Application Process.** The church schedule must be checked with the church secretary for building availability. The church schedule must be available and permission for the building use must be requested in writing from the PHBF Trustees and submitted to the church office for Trustee approval. Specific dates and start/stop times must be identified.
- **Written agreement.** A written license agreement for use of the church building must be completed. The license agreement and use of the church building and other property does not convey any interest in the property to the user. Proof of liability insurance and written indemnification must be provided by any group using the PHBF building at least one week in advance of the scheduled function. Building use is considered on a per event basis and can be cancelled at any time by the PHBF Trustees.
- **Equipment use.** All equipment and/or furnishings to be used during the building use function shall be identified in the approved license agreement. Other PHBF equipment shall not be used. Use of the audio/visual equipment is not allowed without the direct operation and oversight by a PHBF-approved technician.
- **Building Cleaning.** The building and associated furnishings and equipment must be left in the same condition as before the building use function or cleaned or replaced/restored (if damaged) by the person using the building, unless other arrangements are approved in writing by the PHBF Trustees. Food and beverage use shall be restricted to the kitchen and gym area and fireside room unless other arrangements are approved in writing by the PHBF Trustees. No smoking or alcohol are allowed in the building.
- **Storage.** No storage is allowed in the building unless other arrangements are approved in writing by the PHBF Trustees.

These guidelines (i.e., priorities and principles) are intended to provide the format for non-ministry use of the church building. However, not all building uses can be anticipated or may fit these guidelines. The Trustees reserve the right to review each request on its merits and to approve or not approve any use of the church building for other purposes, as determined based on specific circumstances. The PHBF Trustees may waive one or more of the obligations above on a case-by-case basis, considering the type and size of function.

Schedule of Use Fees

Building Space	Sanctuary	Gym	Kitchen (appliances)	Fireside Room	Classrooms (per room) ?	Youth Room
Room Capacity	___ persons	___ persons	___ persons	20-30 persons	10 persons	30-40 persons
Deposit	\$150	\$100	\$150	\$75	\$25	\$150
Rate for 2 hours	\$50	\$50	\$50	\$15	\$5	\$100
Hourly rate for additional hours	\$10	\$10	\$10	\$5	\$2	\$50
Hourly rate for Building Superintendent	\$25 per hour with two hour minimum					
Hourly rate for Audio/Visual Technician	\$25 per hour with two hour minimum					
Notes: 1. Rates begin with a minimum charge for an initial 2-hour period, and then continue on an hourly rate for any additional hours. 2. Rates are subject to change without notice. 3. Maximum deposit required is \$250. Other fees are cumulative.						

Adopted: October 7, 2008
 Modified:

APPLICATION FOR TEMPORARY USE OF SPACE
PARKER HILLS BIBLE FELLOWSHIP

This Application must be completed for consideration of temporary use of space at Parker Hills Bible Fellowship ("PHBF"). All building use is only upon the approval of the PHBF Trustees. The Trustees reserve the right to review each request on its merits and to approve or not approve any use of the church building for other purposes, as determined based on specific circumstances. The PHBF Trustees reserve the right to decline building use by any group and for any reason.

1. Organization Name: _____

2. Responsible Party: _____

Address: _____ Telephone: _____

Email address: _____ Website: _____

3. Sponsoring PHBF Member (if applicable): _____

4. How does this organization benefit PHBF members or the surrounding community?

5. Type of function? _____

6. What space is required (e.g., room name)? _____

7. Date and duration of need (e.g., date, starting and ending times)? _____

8. Frequency of need? Note: Building use is considered on a per event basis and can be cancelled at any time by the PHBF Trustees. _____

9. Any additional facilities or services required? (Fees may be assessed for these.)

Office Use Only:

Schedule available? _____

Building Superintendent: _____

Audio/Visual Technician: _____

Trustee Action:

Disposition as follows: Date(s): _____ Room(s): _____ Time: _____

Special conditions / explanation: _____

Date: _____ Signed: _____

LICENSE AGREEMENT FOR TEMPORARY USE OF SPACE
PARKER HILLS BIBLE FELLOWSHIP

This License Agreement (“Agreement”) is between Parker Hills Bible Fellowship (“PHBF”) and the undersigned licensee (“Licensee”). PHBF and the Licensee hereby agree as follows:

1. Property Description: In consideration of the agreements contained here and the fee provided here, PHBF grants to Licensee a limited, non-transferable license for the temporary use and occupancy of the PHBF-owned facility.
2. Use of Premises. Licensee shall use the premises for the purpose and the time period specified below. Licensee warrants that the proposed use will comply with State and Federal laws, Douglas County ordinances, and all PHBF rules, guidelines, and instructions pertaining to the use and occupancy of the premises. Licensee shall not serve nor allow alcoholic beverages on PHBF premises. Licensee shall exercise due care and diligence in the protection of the premises and shall not make or allow waste or damage thereto. The Licensee shall not exceed the stated capacity for any room in the PHBF building. PHBF has made no determination about the legality of the Licensee’s proposed use of the premises.
3. Consideration. Upon execution of this Agreement, Licensee shall pay the Fee specified below. In the event of a change in condition of the premises between the time of inspection and the time the premises are to be used by the Licensee, or in the event of an interruption in the use of the premises caused through no fault of the Licensee, the fee hereinafter provided or a pro-rated portion thereof shall be refunded to the Licensee. IN SUCH EVENT THE MAKING OF A REFUND SHALL BE THE SOLE LIABILITY OF PHBF. PHBF SHALL NEVER BE LIABLE FOR THE INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR ANY PERSON RELATED THERETO ON ACCOUNT OF ANY BREACH BY THE PHBF OF THE TERMS OF THE AGREEMENT.
4. Utilities. Subject to the availability of the supply, PHBF shall furnish utilities to the premises, provided however, it is understood and agreed that PHBF shall not be liable to the Licensee or others for any loss or damages due to interruption of or failure, for any reason, to furnish utilities.
5. Building Superintendent. The Licensee pay for a Building Superintendent approved by PHBF. The Building Superintendent is responsible for opening and closing the building for the function, supervising the function, and must be present throughout the duration of the function, and is responsible for supervising appropriate set up and take down of equipment and furnishings before and after the event. The Building Superintendent cannot be associated with the specific function they are supervising (e.g., cannot be the organizer, greeter, assistant for the building use function). The organizers of the building use function shall be responsible for the conduct and control of all participants and for providing adequate adult supervision during the use of the facility. A responsible adult associated with the function will be in charge of children at all times. Due to supervision concerns, the designated adult must arrive with or before participants. A responsible adult associated with the function will admit all participants into the building and make sure the door is closed securely behind them. No exterior doors are to be propped open at any time. Groups will remain in the approved areas only and will not venture into any other areas.
6. Cleaning. Licensee shall clean the building and associated furnishings and equipment to leave in the same condition as before the building use function. Food and beverage use shall be restricted to the kitchen and gym area and fireside room unless other arrangements are approved in writing by the PHBF Trustees. No smoking or alcohol will be allowed in the building.
7. Damage to Premises. In the event of the destruction, loss, removal of or damage to the premises caused by negligence or willful act of the Licensee or its invitees, the Licensee shall immediately notify PHBF and repair or replace such property; provided, however, that if the premises are

destroyed in whole or in part by fire, the Licensee shall be liable for damage only if the fire was caused by the fault or negligence of the Licensee or its invitees. If the Licensee fails or refuses to repair or replace damaged property as herein provided, PHBF may accomplish the necessary repair or replacement and the Licensee shall pay the reasonable cost thereof.

8. Deposit. In its discretion, PHBF may require the Licensee to pay a deposit which may be applied in whole or in part in deduction of liability incurred by the Licensee under the terms hereof. If liability, cost or expense to PHBF has not been caused directly or indirectly by the Licensee, the deposit shall be returned at the expiration of the terms provided hereunder.
9. Indemnity. The Licensee acknowledges that an inspection of the premises will be made in order to ascertain that the premises are in a good and safe condition for the use contemplated hereunder and will accept the premises in "as is" condition without warranty, express or implied. The Licensee shall save harmless and indemnify PHBF, its officers, agents, and employees from any and all losses, liabilities, inquiries, and claims arising out of the Licensee's use and occupancy hereunder except claims for injuries to persons or damage to the property caused by the gross negligence or willful misconduct of PHBF, its officers, agents, or employees. LICENSEE DOES BY THIS INDEMNITY, INDEMNIFY PHBF FOR PHBF'S MERE NEGLIGENCE. In no event shall PHBF ever be liable for any breach by PHBF of this Agreement for an amount in excess of the total fee to be paid pursuant to Section 12 hereof.
10. Insurance. The Licensee shall procure, maintain, and provide evidence of the following minimum insurance: General liability insurance, covering bodily injury and property damage arising from the use, with a combined single limit of liability not less than \$2,000,000 per occurrence.
11. Termination. This License Agreement may be canceled by the Licensee upon written notice to PHBF at least 24 hours prior to the date of the scheduled use given below. No refund of fees or deposit will be made if cancellation occurs less than 48 hours prior to the date of scheduled use. In its sole discretion, PHBF may cancel the reservation if all fees and deposits have not been paid one week prior to the date of scheduled use given below.
12. Schedule and Fees. See Attachment A.
13. Miscellaneous. This agreement shall be governed by and construed in accordance with Colorado law. This Agreement is not transferable or assignable by Licensee.

The parties to this License Agreement have agreed in Parker, Colorado, on the ___ day of _____, 20__.

Parker Hills Bible Fellowship
7137 E. Parker Hills Court
Parker, CO 80138

Licensee (Organization)

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____ Telephone: 303-841-9970

Title: _____ Telephone: _____

ATTACHMENT A
SCHEDULE AND FEES
LICENSE AGREEMENT FOR TEMPORARY USE OF SPACE
PARKER HILLS BIBLE FELLOWSHIP

Organization Name: _____

Responsible Party: _____

Facility Space:

- ___ Sanctuary
- ___ Gym
- ___ Kitchen
- ___ Fireside room
- ___ Classroom(s), indicate which rooms: _____
- ___ Youth room

Date(s) of Event: _____ Time From _____ To: _____

Date(s) of Event: _____ Time From _____ To: _____

Purpose: _____

Anticipated number of attendees: _____

Building Use Rental Fee: \$ _____

Building Superintendent Fee: \$ _____

Audio/Visual Technician Fee: \$ _____

Other (specify) _____: \$ _____

TOTAL FEE: \$ _____

Deposit \$ _____

Initial Payment: \$ _____ Date Received: _____

Notes / Check Numbers: _____