

**St. Mark's United Methodist Church
11551 Lucks Lane
Midlothian, VA 23114
804-379-1655**

RENTAL AGREEMENT

**Presented to Guiding Council – July 23, 2019
Administered by: Board of Trustees**

Table of Contents

- 1. General Policy**
- 2. Application Procedures**
- 3. Requirements, Responsibilities, and Restrictions**
- 4. Liability and Insurance**

Appendix A: Fee Schedule

Appendix B: Church Facility Guidelines

Appendix C: Kitchen Guidelines

Appendix D: Safe Sanctuary Policy – Renters' Policy

Appendix E: Building Holiday Schedule & Inclement Weather Policy

Appendix F : Application for Use of Church Facilities

1. GENERAL POLICY:

St. Mark's welcomes the use of its facilities by members and non-church groups. Priority of use of space shall be on the following basis: 1) staff scheduled religious functions, 2) church functions, 3) functions of groups sponsored by the church, 4) Christian celebrations (e.g., weddings, baptisms and funerals) 5) charitable and community service organizations, 6) member private functions, and 7) non-member private functions. With the exception of staff offices, no group or individual shall have exclusive and indefinite use of any space or equipment owned by the church. The preschool rooms cannot be reserved during regular usage times.

Church facilities (buildings, classrooms, and equipment) are to be used for purposes consistent with the mission(s) of St. Mark's with users being mindful that the property as a whole should be considered a place of worship and treated as such.

The use of the church facility must conform to all applicable state and local statutes and regulations.

The use of the church facility is prohibited by political groups and/or for political purposes.

See Appendix B for a thorough list of Church Guidelines.

2. APPLICATION PROCEDURES:

A. Church groups wishing to use space or facilities shall register regular meeting dates with the church office for entry on the church calendar and assignment of space. Church groups will notify the church of any changes or cancellations as they occur.

B. Non-church groups, members, and non-members shall submit an application (obtained from the church office) for use of the facilities to the church office.

C. If a key is required, you must pay the applicable deposit. Once this key is returned, your deposit will also be refunded. Keys must be returned within 48 hours of your event unless prior arrangements have been made with the church office. Failure to return the key in a timely manner may result in the forfeiture of your deposit.

See Appendix F.

3. REQUIREMENTS, RESPONSIBILITIES AND RESTRICTIONS:

A. Person in Charge: Each organization or group will designate an adult member at least 21 years of age as being in charge of its activities. That person must be registered with the church office by name, address, telephone number and email address.

The person in charge must be present at least fifteen (15) minutes prior to the scheduled start of the meeting or event. It is the responsibility of the person in charge to see that all is in order before departing at the conclusion of the event. This shall include, but is not limited to, the following:

1. All equipment is returned to its proper place.

2. All trash is picked up and removed from the building. Trash should be placed in (not beside or on) dumpsters.
3. Equipment and property of groups using the building must be stored only in designated places. The church assumes no responsibility or liability for any articles left in the building by groups using the facilities.
4. Lights are to be turned off.
5. Windows and doors should be shut and locked.
6. Any malfunctioning equipment relating to the safety of users or the security of the premises must be reported immediately to the church office.
7. All injuries must be reported to the church office within 24 hours of the occurrence.

The person in charge will be certain that a sufficient number of supervisory persons are available to maintain order and discipline. Children shall not enter the building until the designated person in charge or assigned supervisor is available. The person in charge of supervision shall not leave until everyone in their group is out of the building and has left the church grounds.

All groups with children under the age 18, must be in compliance with St. Mark's Safe Sanctuary policy, see Appendix D.

See Appendix B for a complete list of facility rules.

B. Cancellation Policy

The church reserves the right to cancel or change meeting times by giving notice reasonably in advance of the scheduled meeting date. In emergencies, the church may cancel the use of the facility without prior notice, incurring no liability for the cancellation(s) nor responsibility for arrangement of a substitute meeting place. Any payment of fees will be refunded.

In the event that a scheduled rental for the building needs to be cancelled by the renter, the following refunding policy will apply:

1. If the event is cancelled more than thirty days prior to the date it is scheduled and St. Mark's United Methodist Church has not turned down any other rentals for that date, the deposit will be returned less a fee of \$25.00 or 10% of the total rental agreement, whichever is greater.
2. If the event is cancelled less than thirty days prior to the event, the deposit will not be returned.

D. Payment

1. Payments may be made payable to St. Mark's United Methodist Church and given to the church office. Contact the Rental Coordinator or the church office if you would prefer to pay by credit card so you may obtain the correct payment link.
2. For rentals that require a deposit, the deposit must be received by St. Mark's before the facility is considered reserved. **The balance must be received 72 hours prior to the event.**
3. For rentals not requiring a deposit, the full rental amount must be received before the facility is considered reserved.

4. LIABILITY AND INSURANCE

Non-church sponsored groups and users are required to furnish evidence of Public Liability Insurance in the amounts scheduled below. Groups or users requesting substantial or extended use of the facilities are required to name St. Mark's United Methodist Church in the policy as an additional insured. A certificate of insurance shall be furnished to the church office upon approval of the application.

1. Schedule of Insurance:
 - a. Liability Insurance – Insuring against all liability of the user, St. Mark's United Methodist Church and their authorized representatives with a single liability limit of \$1,000,000
 - b. Property Damage Liability – property damage limits covering the facility in the amount not less than \$1,000,000
 - c. Excess Liability – An umbrella policy not less than \$1,000,000
2. Where the need for insurance coverage is questionable, the church's insurance agent will be asked to make final determination.
3. Insurance Requirements - Non-church organizations requesting Church facilities must comply with insurance requirements.

The undersigned hereby covenants and agrees to indemnify and save harmless St. Mark's United Methodist Church, its officers and its directors from and against any and all claims, demands, cause of action, suits or judgments, including attorney's fees, cost and expenses incurred in connections with such matters, or death or injury to persons or loss of or damage to property arising out of or in connection with the use of or occupancy of St. Mark's United Methodist Church and its facilities by the undersigned, its agents, employees, invitees, customers, contractors, or subcontractors. The undersigned, in addition, hereby waives all claims of injury or damages sustained by the undersigned, its agents, employees, invitees, customers, contractors, or subcontractors resulting from occupancy or use of St. Mark's United Methodist Church and its facilities by the undersigned and any action or injury of the undersigned resulting directly or indirectly from any act or negligence by the undersigned. If the damage to St. Mark's United Methodist Church or its facilities results from the acts of the undersigned, its agents, employees, invitees, customers, contractors, or subcontractor, the undersigned will notify St. Mark's United Methodist Church within a twenty-four (24) hour period. If the undersigned fails or refuses to make repairs, St. Mark's United Methodist Church may, at its option, repair the damage, and the undersigned will pay St. Mark's United Methodist Church the total cost of such repair.

I hereby acknowledge that I have read and fully understand the Policy for Use of Church Families and agree to adhere to all such guidelines. I understand that the failure to adhere to these guidelines may result in the revocation of approval to use St. Mark's United Methodist Church's facilities.

Signature _____ Date _____

Printed Name _____

Name of Group (if applicable) _____

COVID-19 ACKNOWLEDGEMENTS

1. All individuals are asked to wear a mask while inside the building.
2. All spaces will be cleaned once a day. No cleaning between group uses can be guaranteed.

I acknowledge that I have read, understand, and agree to the above guidelines. *Initials* _____

APPENDIX A: FEE SCHEDULE
Non-Church Events and Functions

FACILITY	MEMBERS	NON-MEMBERS	TOTAL
Community Life Center (CLC) (8:00 a.m. – midnight) Over 50 people	\$600/ up to 4 hours (\$60/additional hr.) \$250 deposit*	\$700/up to 4 hours (\$90/additional hr.) \$350 deposit*	____ hours \$
Friday Night Decorating Fee for CLC	\$250/up to 3 hours	\$250/up to 3 hours	____ hours \$
CLC/Dining Room Under 50 people	\$75/hour \$25 deposit*	\$75/hour \$50 deposit	____ hours \$
Basketball Practice	\$50/hour	\$50/hour	____ hours \$
Sanctuary	\$200/up to 4 hours	\$350/up to 4 hours	____ hours \$
Fellowship Hall, Dining Room	\$50/up to 4 hours	\$100/up to 4 hours	____ hours \$
Classrooms, Conference Room, Library, Outdoor Spaces	No cost	\$20/hour or \$50/4 hours	____ hours \$
Kitchen	\$25/hour	\$25/hour	____ hours \$
Key Deposit	\$35**	\$35**	\$
TOTAL			\$

*Once the facilities are deemed reasonably clean and without damage, the deposit will be returned.

**Once the key is returned in a timely manner, the deposit will be returned.

Tables and chairs are available for use for no charge with most rentals! Ask our rental coordinator what type and quantity are available for each space.

APPENDIX B: CHURCH FACILITY GUIDELINES

1. CARE OF CHURCH FACILITIES AND EQUIPMENT:

A. Hangings of pictures and decoration: Temporary decorations should be hung in such a manner as not to mar or damage walls or woodwork. All decorations shall be removed completely immediately following any activity unless otherwise agreed at the time of approval of the activity.

B. Damages: Users must report any damage done to the buildings, equipment or grounds. The report must be made to the church office within twenty-four (24) hours of the occurrence. Users must assume liability for damages to the church property, equipment, facilities and grounds.

2. PERSONAL CONDUCT:

The following shall apply to ALL groups and individuals using church facilities:

1. Smoking is not permitted inside any building.
2. No alcoholic beverages are permitted in or on any church property.
3. Gambling is not allowed (including bingo and games of chance such as raffles). This prohibition against gambling shall extend to any activity in which a group or individual places money in jeopardy and risks alternately losing it or gaining something of value. The prohibition shall not extend to prizes given for games in which no money was risked.
4. Profanity is not allowed.
5. No food or drink is allowed in the sanctuary, the sound/media rooms, or in the library.

3. GYM RULES

1. Children under the age of 12 shall not be permitted on the stage unless supervised by a parent or other responsible adult.
2. No basketball, volleyball or other activity that requires running or a ball may occur when the stage is set up.
3. Basketballs, volleyballs, etc. are to be used within the confines of the CLC basketball court only and shall not be thrown, dribbled, kicked or rolled against the walls or used in other parts of the CLC.
4. Athletic shoes must be worn for all athletic events held in the Community Life Center.
5. The railing on the second floor is not to be used as a seat. Any individual found sitting on the railing will be asked to leave the building and their group will be subject to dismissal from the building.
6. The following activities are not to be allowed in the CLC: hanging from the rims or nets of the basketball goals, batting balls, football, soccer, handball, skating, skateboarding and bicycling. **Throwing or dropping any object from the second floor to the first floor or throwing any object from the first to the second floor is strictly forbidden.**
7. When folding, unfolding raising or lowering the basketball goals the roll up window should be open and the operation of the goal should be observed to make sure everything operates correctly.

APPENDIX C: KITCHEN GUIDELINES

Administered by: Board of Trustees

This appendix defines the specific guidelines applicable to use of the church kitchen.

1. The kitchen doors will be locked when the room is not in use. The church office is responsible for issuing keys on a temporary or permanent basis and will maintain a current listing of those in possession of keys. The kitchen will be unlocked during normal Sunday morning worship hours to allow access for Sunday school and congregational fellowship needs. The individual responsible for locking exterior doors on Sundays will also assure that the kitchen doors are locked. Keys should normally be returned within 24 hours after the scheduled event.
2. Groups or individuals wishing to use the kitchen shall make requests by submitting a form (available in the church office.) In order for the request to be approved, a person trained in use of the kitchen equipment must agree to be present at the time of use. Training will be offered on an as-needed basis.
3. To encourage responsible use of the kitchen, a deposit will be required from all non-church group meetings and events upon issuance of the key (refer to Fee Schedule.) The church office will inspect the kitchen after each scheduled event. If the room has been properly restored to order in accordance with the checklist posted in the kitchen, the full deposit will be refunded upon return of the key to the church. If deficiencies are found during the inspection, or if the key is not returned, the deposit may be retained by the church to cover the additional cleaning/maintenance effort. Keys should normally be returned within 24 hours after the scheduled event.
4. Groups may use any available equipment and utensils stored in the kitchen with the exception of the meat slicer. Groups are expected to bring and use their own paper supplies and food. Wraps, spices, and cleaning supplies that are stored openly may be used in moderation. Groups are expected to supply and use their own major paper products and food.
5. The following information will be posted in the kitchen:
 - Phone contacts for questions and/or emergencies
 - Equipment use and cleaning instructions
 - Checklist for restoring room to proper order

Church Groups:

Church groups may store food items (in properly sealed containers) in the refrigerators/freezers only if items are appropriately labeled with the group name and original storage date. The church office may dispose of items if it is their opinion that the food is spoiling or has been abandoned.

Special Circumstances:

If a group using other church facilities requires access to the kitchen for ice only, advance arrangements may be made with the Church Office to allow for this at no additional cost. For long-term events (e.g. CARITAS, Impact Richmond) some exceptions to the general guidelines may be necessary.

APPENDIX D: SAFE SANCTUARY POLICY – RENTERS’ POLICY

Last updated - June 27, 2018

**St. Mark's United Methodist Church
11551 Lucks Lane, Midlothian, Virginia 23114**

Safe Sanctuary Policy

No Child Left Unattended: In order to ensure the safety of children, youth, and vulnerable adults, none of these should be left or found alone in the church building or property. Children should either be in the company of their parents, or be supervised by a minimum of two adults over the age of 21 at all times.

Dismissing Children: Constant supervision is required until children/youth/vulnerable adults are picked up by an approved person, excepting those youth who can drive. No child should leave room/activity on their own. There are no visitors in the Nursery. Adult supervision should be maintained before and after an event until all children, youth and vulnerable adults are in the proper custody.

Code of Conduct: All building guests are expected to behave appropriately, including but not limited to the following: no weapons, no alcohol or tobacco, no drugs, no cursing or profanity, no verbal abuse or intimidation, and no gambling.

Required Reporting: Anyone can make an anonymous report of suspected child abuse. Mandated reporters include teachers, doctors, law enforcement, therapists, daycare workers, church workers, and other responsible for the care of children. Building users should report suspected abuse by calling:

Hotline numbers are available 24 hours a day/7 days a week:

Children/Youth: (800) 552-7096, Adults: (800) 832-3858

Chesterfield/Colonial Heights Department of Social Services: (804) 748-1100

Reporting procedures for building users:

Should there be allegations of child abuse on St. Mark’s United Methodist Church building or grounds, follow the reporting procedures below:

- If needed, emergency medical aid should be provided by calling 911.
- Treat any allegation of abuse seriously; do not ignore the issues in hope they will go away
- Immediately notify law enforcement and/or the hotline numbers listed above.
- Notify the St. Mark’s Facilities Operator or Pastor as soon as possible at 804-379-1655.

Appendix E: BUILDING HOLIDAY SCHEDULE & INCLEMENT WEATHER POLICY

St. Mark's UMC is unavailable for rentals during the following times:

New Year's Day

Ash Wednesday

Maundy Thursday through Easter Sunday

Memorial Day weekend

Independence Day

Labor Day weekend

Wednesday before Thanksgiving through the Sunday following Thanksgiving

The Sanctuary and Gym are available for church Christmas programs ONLY beginning the second Thursday in December through December 31st.

The entire building is closed for rentals from December 23 – 31.

THE BUILDING WILL BE OPEN SUNDAYS FOR WORSHIP AND SUNDAY SCHOOL ON ALL HOLIDAYS AND HOLIDAY WEEKENDS.

Church and non-church groups: during inclement weather, check CCPS status. If they are closed, we are too. Non-church groups should consider their event canceled if CCPS is closed unless given specific instructions regarding an exception.

Any deviations will be addressed by pastor in consultation with trustee focus team. They will consider all aspects of the building (including safety of sidewalks and parking lot) in making the decision and will publicize.

To help ensure closures are communicated effectively, St. Mark's staff will make every effort to communicate the closure with as many channels as reasonably possible. These channels will include:

- TV Channels (WWBT NBC Channel 12, WRIC ABC Channel 8, WTVR CBS Channel 6)
- St. Mark's Website
- Email
- Phone Recording
- St. Mark's Facebook Page

APPENDIX F: APPLICATION FOR USE OF CHURCH FACILITIES

Fill out online at <https://stmarksmidlo.breezechms.com/form/facilityrequest>

CHURCH MEMBER: YES ____ NO ____

GROUP REQUESTING USE: _____

MEETING TYPE/DESCRIPTION: _____

ESTIMATED NUMBER OF PARTICIPANTS: _____

FREQUENCY OF MEETING: _____

DATE OF FIRST MEETING: _____

DATE OF LAST MEETING: _____

ROOM PREFERENCE/ASSIGNMENT: _____

START TIME: _____ END TIME: _____

KITCHEN: YES ____ NO ____

PERSON USING KITCHEN: _____

(Anyone using kitchen must have attended training with member of kitchen committee.)

CONTACT PERSON FOR GROUP: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON PHONE #: _____

CONTACT PERSON E-MAIL: _____

SPECIAL REQUESTS:

- USE OF SHOWERS: YES ____ NO ____
- TABLES/CHAIRS _____
- SOUND AND/OR MEDIA TECHNICIAN _____
(May be available for additional charge upon scheduling.)
- OTHER _____

Are you a "NOT FOR PROFIT" organization? YES ____ NO ____

Are you a "NOT FOR PROFIT" 501 C3 organization? YES ____ NO ____

Are you charging a fee for this event? YES ____ NO ____

I understand that I will need to go through training prior to my meeting. YES ____