

# SOUTHERN HILLS UNITED METHODIST CHURCH FACILITY USE POLICY

## I. INTRODUCTION

Southern Hills United Methodist Church and Outreach Center are private facilities that may be made available to the general public at times when they are not being used for Church purposes. Southern Hills may rent or grant the use of Church facilities or any land belonging to Southern Hills as a community service. Southern Hills may refuse facility use to any organization or individual in its sole discretion. Southern Hills also reserves the right to expel any facility user from the facilities.

## II. 1. APPLICATION PROCEDURES:

- A. The Pastor or Staff is authorized to approve and arrange for scheduling the use of Church facilities by qualified applicants. All scheduled events will be tracked on a master Facility Use Calendar kept in the Church Office.
- B. The Pastor or Trustees is authorized to revoke any such permit, without liability to Southern Hills, should such action be necessary or desirable.
- C. Persons or organizations requesting to use a Church facility must complete a Facility Use Application and a Facility User Agreement. These documents will be available in the Office during normal business hours. No facility shall be reserved until a completed application, user agreement and proof of insurance has been submitted to the Southern Hills Office and approved by the Southern Hills Staff.

## 2. PERMITTED USES:

Permission for use of facilities may be granted those groups whose activities are related to education or are of a political, cultural, religious or recreational nature, and are considered to be beneficial to the communities served by Southern Hills. In the event that an emergency requires the use of a facility for a Church event or the cancellation of an event due to adverse weather, the Pastor or Staff is authorized to cancel or postpone the use granted without penalty to Southern Hills. Under such conditions reasonable effort will be made to reschedule the use at a mutually satisfactory time.

## 3. LIMITATIONS AND RESTRICTIONS ON USE OF FACILITIES:

Permission will not be granted to any individual or group for:

- A. Any activity that may violate good morals, manners, or taste or be injurious to the buildings, grounds or equipment.
- B. Any Purpose in conflict with Church activities.
- C. Activities which are discriminatory in the legal sense.
- D. Activities which may result in damage to a facility or its equipment.
- E. Any other activity which the Pastor, Staff or Trustees deem inappropriate in their sole discretion.

## 4. REASSIGNMENT:

No organization or individual having been issued a permit for use of a Church facility can sublet or assign any part of the facility to another individual or group.

## 5. ALCOHOLIC BEVERAGES:

The use of alcoholic beverages shall not be permitted on Church property.

## **6. TOBACCO USE**

The use of tobacco products shall not be permitted on Church property.

## **7. GUM USE**

No gum is allowed in the Multi-Purpose Room.

## **8. USE OF CHURCH EQUIPMENT**

### Related equipment:

A request to use public address systems, projection equipment, pianos, tables and chairs, volleyball poles and nets, Kitchen or kitchen equipment, etc., shall be requested in the application for the use of Church property.

### Transfer of Church Equipment:

Church equipment is not available for use off Church premises by non-Church groups. To use any Church equipment off-site, Church members and friends must complete a sign-out sheet in the Church Office.

## **9. CANCELLATIONS:**

Request for cancellation of the use of Church facilities must be received at least 24 hours in advance of the meeting time. Failure to do so shall obligate the applicant(s) and their organization to pay all custodial and such other expenses as are incurred in opening the building for their use. Cancellations due to inclement weather will not be penalized.

## **10. HOLIDAYS:**

Church property will not be available for use by outside organizations on Church or national holidays, unless other arrangements are satisfactorily completed.

## **III. GENERAL CONDITIONS:**

### Responsibility of Applicant:

The applicant shall be held fully responsible for the proper use of the building facilities, the conduct of the persons in attendance, and the scheduling of the activities within the time limit of the permit. All activities must be under the sponsorship and supervision of a competent adult(s) WHO IS DIRECTLY RESPONSIBLE TO THE ORGANIZATION. Organizations may not use, or allow the use of, their scheduled time to anyone outside of that organization. Should damage or theft occur as a result of failure to comply with this responsibility, the individual or organization shall make prompt payment for any assessments levied by Southern Hills.

### Supervision:

For events where participants are under age 18, the user shall provide supervision at a minimum of one (1) adult per 10 participants.

Advance Deposit:

A refundable security deposit of \$250 may be required subsequent to the application approval and will be returned after completion of building use, pending an inspection of the items listed on the post building-use checklist by a designated church representative. Should circumstances indicate that a particular use may cause damage or excessive depreciation to Church property, an indemnity bond may be required. The Pastor shall determine the amount of any indemnity bond.

Payment Procedures:

All payments for the use of Church facilities shall be made to the Administrative Assistant prior to the use of the facility. In the case of regular and recurring use of a facility by an organization, payment shall be made on a monthly basis as determined by the Administrative Assistant. Failure to make timely payment shall be considered justification for canceling or withholding subsequent use of Church facilities.

Priorities for use of Church facilities shall be as follows:

1. **Church groups:** Regularly scheduled meetings and events to carry out the mission of the church.
2. **Church related groups:** Church sponsored organizations; interfaith groups, youth development groups and groups which carry out the purposes of the church.
3. **Non-church related groups:** Community service organizations, community interest groups, receptions, non-church sponsored recitals, recreation and fellowship activities, club or group meetings.

First priority is given to those groups within the church family. On rare occasions, events may need to be moved or cancelled to accommodate an event of greater importance – a wedding, a funeral, etc.

Conflicts between Church and non-Church activities shall be resolved in favor of the Church activity. The use of the Church facility by non-Church organizations shall be on a “first come, first served” basis.

Insurance:

1. Any person(s) or organization using any such Church facilities or land will be responsible for any and all damages that may be incurred from use. Southern Hills will not be held liable for any suit for damages that might arise as a result of such use of occupancy.
2. Southern Hills shall be indemnified for any claims, demands, losses, injuries or damages to persons or property which may be sustained by reason of the use of the approved facilities, along with reimbursement for any legal fees or costs incurred as a result of any such claim or demand, except liability arising from Southern Hills’s own negligence.
3. Each facility user is required to file a certificate of insurance with the Administrative Assistant prior to using Church facilities. Facility users must have in force, with an insurer licensed to do business in South Dakota, comprehensive general liability insurance with minimum limits of liability in respect to bodily injury or death of \$500,000 for each person and \$1 million for each occurrence, and in respect to property damage of \$100,000 for each occurrence. Southern Hills shall be named as an additional insured.

4. Facility users may also be asked to provide additional insurance consisting of such coverage and amounts as the Church may reasonably require.

Security Personnel:

The Trustees or Pastor may require uniformed security personnel to be on duty during an event. The expense will be the responsibility of the user.

Cleaning:

1. The group granted facility use will see that tables, floors, and equipment are cleaned to original condition. All decorations are to be removed, and garbage and waste disposed in the outside dumpster.
2. Tables and other equipment are not to be moved from room to room without the permission of the Pastor or Church staff.

Parking Lots:

When Southern Hills facilities are being used, parking lots are provided with the use of the facility. If a group desires to use the parking lot only, a Facility Use Application must be filled out. Parking areas are for use by all groups using the facility at the same time.

Athletic Activities:

Non-Church groups may be granted permission to use the facility for athletic activities. For safety reasons such sessions shall not involve spectators or children of the participants. Church events and practice sessions have priority over the use of Church facilities. Conflicts will be resolved in favor of Church activities.

1. No slam dunking or hanging from the basketball rims.
2. Athletic equipment is to remain in multi-purpose room and returned to storage when not in use.
3. Church Staff is required to set-up volleyball equipment and operate the basketball backboards.
4. If showers are used, they MUST be clean when you leave.

Use of Church Grounds:

Church grounds may be made available to the general public at times when they are not being used for Church purposes. The general public has a responsibility not to cause damage to the property or become a nuisance to adjoining property owners or others in the neighborhood. In effecting the above policy, it is realized that each case be dealt with separately. However, the following administrative regulations will serve as a guide:

1. Approval of such application does not include use of any building facilities. Application for use of restrooms may be made subject to advance payment of the minimum standard charge.
2. Horses, motorized vehicles and power-driven recreational equipment shall not be permitted on Church premises unless present under one of the exceptions specifically enumerated in these regulations. Subject only to regulation four which follows, motor-powered vehicles and motor-driven recreational equipment shall not be permitted on Church grounds not specifically set aside for parking or driving.

3. Church service and emergency vehicles and vehicles present at the request of the Church, shall be permitted to drive or park on any portion of the Church premises necessary to accomplish their function.
4. The Trustees may grant special permits for the use of horses, motor-driven vehicles and motor-powered recreational equipment for those activities that are conducted as a part of a Church-related function or which accomplishes a civic purpose.

Public School Usage:

Public School events may be scheduled in Church facilities at normal rental rates.

Wednesday Nights:

Organizations, individuals, or groups that are non-Church related will be scheduled to use Church facility beyond 6:00 p.m. on Wednesday nights if facility is available and appropriate arrangements are made.

Custodial Services:

1. A Church custodian may be assigned for continuous duty during the time the group is using the Church facility. This is in accordance with The Trustees, local and state building and fire regulations. The custodian will open the building prior to the time set for the meeting, make any necessary arrangements for the requested facility and be on call should the need arise during the time of the meeting. No one except qualified custodians shall be allowed to operate or adjust equipment in the building. The cost for a custodian is in addition to the facility rates listed below.
2. For situations in which the meeting does not occur and has not been previously cancelled, the custodian will remain on duty for one half hour after the requested starting time of the meetings and if no word is received within that period indicating a later starting time, he/she will lock the building and leave. A two-hour minimum custodial fee will be charged to the renting organization and the custodial services will be paid for the time spent at the building. Custodians are instructed not to open any areas other than those requested in the application. Additional space may be arranged by filing an additional application.

Building Use Without Charge:

1. No rental fee shall be charged the following community youth organizations for their regularly scheduled meetings:
  - Boy Scouts/Cub Scouts
  - Girl Scouts/Brownies
  - Organizations or groups which the Trustees so designate.
2. If there should be facility use by the above mentioned community youth organizations that requires Church employees (custodial) to be present for additional time other than regular employed hours, the organization may be charged according Church policy.

Facility Use:

1. ALL FACILITY USE requests will be submitted to the Pastor for approval.
2. Facilities are available to Church groups as scheduled by the Administrative Assistant. Hours available for non-Church groups are negotiable, except Sunday mornings.

3. The custodian will not permit a group to enter the building unless an adult leader is present. After the custodian has opened the door, it will be the full responsibility of the adult leader to permit entrance only to those authorized by the leader to attend.
4. Groups wishing to use the Church equipment: See Section 8 - Use of Church Equipment.
5. Members of Southern Hills will not be charged facility use fees when the building is used for religious purposes (i.e. weddings, funerals, etc). A fee may be negotiated for members who use the facility for non-religious events (i.e. reunions, banquets, parties, etc). Custodial fees will still apply.
6. A Facility Use Application and a Facility Users Agreement must be completed for all events. All events must be scheduled in advance. The use of Southern Hills facilities will be arranged on a "first come, first served" basis.

Building Use Subject to Charges:

Charges made for the use of Church facilities are not rentals as that term is generally considered, but are based upon costs of operating expenses that would not otherwise have been incurred. This includes items such as utilities, supplies, maintenance of facilities, custodial and clerical services necessary to process each application. Such charges are subject to change as the Trustees may deem necessary. Any usage that will be used as a "fundraiser" will be subject to the standard facility use fee.

Rental periods will be billed in two (2) hour increments as follows:

1. Classrooms/Rental period..... \$ 25.00
2. Daily Rate for Classrooms..... \$ 75.00
3. Kitchen/Rental period..... \$ 75.00
4. Team Practices..... \$ 20.00 per hour.
5. Multi-Purpose Room/Rental period.....\$200.00 for the first two hours and then \$35.00 per each additional hour.
6. Charges for adult athletic activities will be determined by the Trustees
7. Charges for Preschool or After School Programs administered by an entity other than Southern Hills will be determined by the Trustees.
8. When keys to a facility are checked out to a user, a \$50.00 deposit is required. Keys must be returned within 48 hours at which time the \$50.00 deposit will be refunded.
9. Other...
  - Projection System\* \$150.00
  - Sound System\* \$100.00
  - \*Requires Tech Support Staff @ \$30.00 per hour.*
  - Keyboard \$50.00
  - Custodial (minimum of 2 hours) \$30.00 per hour
10. Celebration Space & Changing Rooms - Weddings - Non-Church \$250.00
11. Weddings - Non-Church (includes all of facility) \$500.00
12. Banquets (includes Multi-Purpose Room, and Kitchen) \$250.00  
(Two hours - \$50 for every additional hour)
13. Weddings and all one-time special events require a deposit of 50% of total at contract signing. Balance of fee is due on the day prior to the event. Failure to make payment will result in the automatic cancellation of the event.
14. Concession rights belong to and are retained by Southern Hills.

# SOUTHERN HILLS FACILITY USER AGREEMENT

APPLICATION #: \_\_\_\_\_

USER/ORGANIZATION: \_\_\_\_\_

DATE(S): \_\_\_\_\_

---

\_\_\_\_\_, hereafter know as the "user", agrees to the following terms and conditions of the use of a facility owned by Southern Hills United Methodist Church, hereafter named, "Southern Hills."

1. The user shall pay all charges for the rental fee and other necessary services as determined by Southern Hills at the time of application. Such charges shall be at the rate established by Southern Hills. The user has been advised of the rental fee and other charges for services prior to the execution of this user agreement. Payment for the single use of a facility is due prior to the event. Payment for regular and recurring events shall be made as directed by the Pastor, Administrative Assistant, or Church staff. Payments shall be mailed or delivered to:

Southern Hills United Methodist Church  
Attn: Administrative Assistant  
3400 East 49<sup>th</sup> Street  
Sioux Falls, SD 57103

2. The user shall furnish to the Administrative Assistant proof of insurance in the amount of \$1 million bodily injury per event, and \$100,000 property damage per event. Southern Hills shall be named as an additional insured. Failure to submit proof of insurance shall result in cancellation of the event. In addition, the user agrees to indemnify Southern Hills and hold it harmless from any and all costs, fees, penalties and damages of any kind, including the payment of the user's reasonable attorney's fees incurred by the user arising out of the performance of any copyrighted music during the user's use of the Church facility under this agreement. Further, the user agrees to save harmless, protect and indemnify Southern Hills from and against any and all loss, damages, claims, suits or actions at law, judgments and costs, including attorney fees, which may arise or grow out of any injury to or death of persons or damages to property caused by, arising from or in any manner connected with the use or occupancy of the facility, whether sustained by the user or the Church, their respective agents or employees, or by any other third person or corporation which seek to hold the user liable. This indemnification shall not apply to claims attributed to the Church's own negligence.
3. The user agrees to protect the premises and to leave the facility in the same condition as at the commencement of the use. The user assumes responsibility for supervision during the event. For events where participants are under age 18, the user agrees to provide supervision at a minimum of one (1) adult per 10 participants.
4. The user shall not injure, mar or in any manner deface the facility or allow any other person to do so. The user shall not drive nails, hooks or screws or other mounting device into any part of the building or make any alterations of any kind to the building. The user agrees to reimburse Southern Hills for any costs incurred in returning the facility to its former condition.

5. The user shall not permit the facility to be occupied for any purpose deemed hazardous to health and safety, and shall not commit or permit any act which would invalidate any insurance policy under penalty of forfeiture of this agreement and the payment of all damages resulting from such act.
6. The user shall comply with all laws of the United States, the State of South Dakota, the City of Sioux Falls, and the policies of Southern Hills.
7. The right is reserved by Southern Hills Trustees and delegated to the Pastor or his/her designee to revoke any use agreement, without liability to Southern Hills, should such action be deemed necessary or desirable. The Pastor or his/her designee is also authorized to cancel any use agreement in the event of an emergency or inclement weather.
8. The user shall not assign its rights under this user agreement.
9. The permission granted by Southern Hills for the use of a facility shall automatically expire at the conclusion of the time frame specified in the application.
10. Southern Hills maintains a tobacco and alcohol-free policy that includes all buildings and grounds. Thank you for observing this policy.

**PLEASE SIGN AND RETURN THIS AGREEMENT PROMPTLY. THE FACILITY IS RESERVED ONLY AFTER THE SIGNED USER AGREEMENT IS RECEIVED. WE CANNOT GUARANTEE USE OF THE FACILITY UNTIL THE LEASE AGREEMENT AND PROOF OF INSURANCE ARE RECEIVED.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Name of Person directly responsible for on-site supervision on the day of the event:*

\_\_\_\_\_