

# Facility Use Policy and Forms



## **BROWNSON** MEMORIAL PRESBYTERIAN CHURCH

**A Missional Community Called to Love and Live in Christ**

330 South May Street  
Southern Pines, NC 28387  
office@brownsonchurch.org | 910.692.6252

Office hours: Monday–Thursday, 9:00 a.m. – 4 :00 p.m.  
Friday, 9:00 a.m. – 12 noon

Session Approval: 9/17/17  
Revised 5/15/19



Brownson Memorial Presbyterian Church (BMPC) welcomes the use of its facilities by groups whose aims, purposes and goals are consistent with those of the church. We especially encourage functions which contribute to the glory of God through Christian fellowship and Christian witness.

Policies and fees for weddings, funeral or memorial services are not included in this document. Wedding information is available on the BMPC website, and the funeral policy and fees are available in the BMPC office or from one of the pastors.

**Eligible Facility Users—in priority order**

BMPC services, ministries, events, including Presbytery functions

- \* BMPC Members (e.g. personal celebrations or special occasions such as anniversary, birthday or retirement gatherings)
- \* BMPC Sponsored Groups determined annually by the Local and Global Missions Ministry Teams (See Addendum A for listing.)
- \* BMPC Affiliate Groups; i.e., previously approved groups with long-standing history of facility use. (See Addendum A for listing.)
- \* Annually Approved Community Groups (See Addendum A for listing.)
- \* Outside Groups not previously affiliated with BMPC but in keeping with BMPC’s mission and guidelines

*NOTE:* The word “Group” is used for simplicity. It can represent a non-profit committee, club, association, or organization.

**\* Application required—Fee Schedule on page 5.  
It is recommended that applications be submitted a minimum of 6 weeks  
prior to event. Recurring events must reapply annually.**

**Ineligible Users**

- Political organizations/events
- For-profit organizations/events
- Non-member individual use

**Application Process**

- Requested dates, times, and areas of use will be checked for availability and priority of use on the BMPC calendar.

*NOTE:* Speaking with BMPC staff, checking availability, and submitting a form does not constitute approval. Do not distribute invitations or promotional materials before receiving final written approval from BMPC.

- Indicate on the application all areas requested for use. Substantive changes will necessitate re-approval.
- All fees (including possible custodial fees) will be determined and communicated to the applicant if application is approved.
- All fees are due at least one week prior to the event. Event will be canceled for non-payment.
- For activities with minors the BMPC child protection policy, *Guidelines for Ministry Workers*, must be read and adhered to. These guidelines are available in the BMPC office.

**Along with the completed and signed application, the following documents may be required.**

- **Indemnity, Hold Harmless, and Insurance Agreement (all applicants):** User agrees to hold harmless, indemnify and defend BMPC, its agents, employees, and representatives from any and all liability for injury or damage including but not limited to bodily injury, personal injury, emotional injury, or property damage which may result from any person using the BMPC facilities, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of BMPC or otherwise.
- **Certificate of Insurance may apply to BMPC Sponsored Groups, BMPC Affiliate Groups, Annually Approved Community Groups and Outside Groups.** User may be required to provide a Certificate of Insurance showing that their organization carries liability insurance with a minimum liability occurrence limit of \$1,000,000 and naming *Brownson Memorial Presbyterian Church* as an "additional insured." BMPC and/or its employees shall not be responsible for damage or loss of property on BMPC premises sustained by applicant, a participant in a program, or anyone attending any program or event held on church property.

*NOTE:* If applicant does not carry group liability insurance, indicate clearly on the application.

- Non-profit outside groups may be required to submit a copy of the organization's 501(c)(3) certificate.
- For large or unusual events, BMPC staff may request an in-person meeting with the applicant prior to approval. For recurring events, applications must be resubmitted annually for approval. Forms are typically mailed to recurring users in the summer.
- **Completed applications may be delivered, mailed, or submitted electronically to [office@brownsonchurch.org](mailto:office@brownsonchurch.org). A BMPC staff member will notify the applicant as soon as possible after a decision has been made on requested use.**

## User Requirements

- "Responsible Person" on the application is expected to be present at the approved event. If group has multiple leaders, provide contact information for all, with one leader marked as "Responsible Person."
- User will coordinate with Brownson Administrative Assistant to program the unlocking/locking of appropriate doors for the day of event.

- Users are responsible for their own set-up, take-down, clean-up, and trash removal. Members who use tablecloths are responsible for laundering and returning them to the storage cabinet within three days.
- Users provide their own media or sound equipment.
- Parking should be directed to the Ashe Street and Massachusetts Street lots. The front circle off May Street should remain open for handicapped parking.
- Time limits as stated and approved in the application must be followed. In all cases, users must vacate the building by **10:30 p.m.** User will be responsible for any fee if security system is activated.
- Notify the BMPC office of any changes in scheduling or cancellation of meetings/events.
- When minors attend an event, they must be visible and attended to by supervising adults (minimum of 2 at all times) and are not permitted to roam freely on church property, into unapproved rooms, outside, or other areas.
- Please turn out lights and turn off appliances (fans, coffee maker, stove) when you are finished.
- Before leaving, verify that any individuals remaining in the building will be responsible for the final lock up. All doors should be closed and locked upon departure and all lights and appliances turned off. When outside the building, please double-check that doors are locked but by pulling on the handle.
- Tables, chairs, and/or other furnishings are to be returned to their original places. Any debris on floor or tables must be cleared away and rooms used left in good condition. Restrooms are to be left clean and lights turned out.
- Should there be a spill, please clean floor immediately. Please notify the BMPC office about the location of the spill so it can be given immediate attention.
- If the Fellowship Hall Kitchen is approved for use, the following requirements apply:
  - ◇ All kitchen supplies are intended solely for BMPC functions. Pantry items, disposable dishes and tableware, linens, and table decorations are not available for other Users or for personal use.
  - ◇ The kitchen must be cleaned following use, leaving all items left as they were found. Floors should be swept and counter tops wiped down. No BMPC items should be removed from the premises.
  - ◇ **Limited Use of Kitchen**—Applicant may use kitchen serving and preparation areas, refrigerator and freezer, microwave, coffee urns, icemaker, serving platters, and serving tableware. Dishes and tableware should be washed, dried, and put away. All leftover food must be removed.
  - ◇ **Full Use of Kitchen**—same items as above, *plus* stove, oven, griddle, dishwasher, silverware, dishes, and salt/pepper shakers. All leftover food must be removed.
- Garbage must be disposed of by removing it from the buildings and placing it in the dumpster located behind the Fellowship Hall.
- Groups using outdoor areas are responsible for keeping the grounds clean and free of trash.

- Use of the Sanctuary will be reserved for acts of Christian worship and practice. Any other events must have appropriate staff approval.
- Use of BMPC musical instruments is restricted. Requests for use should be made on the application. Unauthorized use may result in loss of building use privileges and/or fees for restoration and maintenance.
- User will be responsible for any damage to BMPC facilities or property caused by misuse, negligence, or carelessness.
- If someone is injured during an event, any type of safety hazard exists, or area is in need of maintenance, please notify BMPC office staff as soon as possible. You will be asked to complete an incident action report. A defibrillator is in the hallway near the Sanctuary. In a true emergency, dial 911 (9-911 when using a church phone).

### **User Restrictions**

- No alcoholic beverages on the BMPC campus.
- No use of tobacco in the buildings or within 15 feet of any entrance. If individuals smoke outside the building, entrance doors must be completely shut and butts disposed of in proper receptacles.
- No doors may be "propped" open unless loading or unloading. No windows should be opened.
- No gambling activities, such as bingo or lotteries.
- No candles, incense, or other open-flame devices except in an approved religious service.
- No firearms or fireworks on the BMPC campus.
- No tacking, stapling, taping, or use of any other adhering materials on walls, windows, or doors.
- No pets allowed inside any buildings with the exception of service animals.
- No food or beverage allowed in the Sanctuary.
- No use of facilities when BMPC worship events are scheduled.
- No unauthorized use of BMPC sound or video equipment. Unauthorized use may result in loss of facility use privilege and/or fines. Any groups using A/V equipment with permission assume liability for costs of repair/replacement in the event of damage or if returned in non-working condition.
- User will not use the premises for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using BMPC facilities.

**Areas Available for Use**

Fellowship Hall	Conference Center—A	Parking Lot(s)
Kitchen—Limited Use	Conference Center—B	Playground
Kitchen—Full Use	Conference Center—C	
Sanctuary	Atrium	
Choir Room	Parlor	
Narthex	Other:_____	

**Fee Schedule**

	<b>BMPC Member (private function)</b>	<b>BMPC Sponsored Group</b>	<b>BMPC Affiliate Group</b>	<b>Annually Approved Community or Outside Group</b>
One Area only	\$100	\$0	Donations to defray utility costs are accepted.	\$150
Two or more areas	\$125	\$0		\$175
One or more areas w/ limited kitchen use	\$150	\$0		\$200
One or more areas w/ full kitchen use	\$200	\$0		\$250
Minimum Custodial Fee (as required)	\$150	\$150	\$150	\$200
Minimum Fee for Nursery use/workers (as required)	\$200	\$200	\$200	\$250

- All fees are due at least one week prior to the event. Event will be canceled for non-payment.
- A custodian is typically required for clean-up following a Friday or Saturday event. The need for a custodian on other occasions will be determined by BMPC staff.
- Typically, a nursery is offered only for BMPC activities. If a nursery is needed by other Users, approval is required and BMPC must provide nursery workers with an associated fee determined by BMPC staff.
- Fees for recurring usage are determined on a case-by-case basis.

*BMPC staff will administer this policy. Exceptions will be referred to Property and Grounds Ministry Team for recommendation to the Session, the governing body of BMPC, for final approval. BMPC reserves the right to make changes to any/all schedules in order to accommodate church ministry or unforeseen events (e.g. funerals). This includes any agreement with any group or individual. We will make every effort to reschedule or relocate cancelled meetings if at all possible.*

**Addendum A**

**BMPC Sponsored Groups:**

BackPack Pals  
Boy Scout Troop 223 (including Eagle Committee, Venture Group, Crew 223)  
Boys & Girls Clubs of the Sandhills  
Cub Scout Pack 73  
Family Promise  
Friend to Friend  
Habitat for Humanity  
Interfaith Food Pantry  
Moore Buddies  
Moore County Choral Society & Board  
Moore County Literacy Council  
Moore Free Care Clinic  
Northern Moore Family Resource Center  
Sandhills Children's Center  
Sandhills Food Bank  
Sandhills/Moore Coalition for Human Care

**BMPC Affiliate Groups:**

Al-Anon  
American Red Cross  
Boy Scouts/Cub Scouts/Girl Scouts  
Lectionary Prayer Group  
Narcotics Anonymous  
Pet Responsibility/Neighborhood Cats Committees

**Approved Community Groups:**

Local schools (e.g. O'Neal, Sandhills Classical Christian School, Pinecrest)  
Rotary Club of Southern Pines  
And all other approved applicants

# Facility Use Application



330 South May Street  
Southern Pines, NC 28387  
910.692.6252  
office@brownsonchurch.org

*For Office Use:*  
Application Received: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Total Room Fees: \_\_\_\_\_  
Custodial/Nursery Fees: \_\_\_\_\_  
Date Fees Paid: \_\_\_\_\_

**Please print clearly**

**NAME OF EVENT** \_\_\_\_\_

Purpose: \_\_\_\_\_

Date of Event: \_\_\_\_\_ One-time or recurring event?: \_\_\_\_\_ # Participants: \_\_\_\_\_

Event Time From: \_\_\_\_\_ To: \_\_\_\_\_

Reserve Time From: \_\_\_\_\_ To: \_\_\_\_\_

If recurring Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Circle one: Weekly Every other week Monthly Every other month Quarterly Annually

Circle day: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

If monthly, circle week: first second third fourth fifth

Exceptions (e.g. holidays, spring break): \_\_\_\_\_

Circle type of user: BMPC Member BMPC Sponsored Group BMPC Affiliate Group  
Annually Approved Community Group Outside Group

Area(s) Reserved:

- |                          |                               |                     |
|--------------------------|-------------------------------|---------------------|
| ____ Fellowship Hall     | ____ Conference Center—Room A | ____ Parking lot(s) |
| ____ Kitchen—Full use    | ____ Conference Center—Room B | ____ Playground     |
| ____ Kitchen—Limited use | ____ Conference Center—Room C |                     |
| ____ Sanctuary           | ____ Atrium                   |                     |
| ____ Choir Room          | ____ Parlor                   |                     |
| ____ Narthex             | ____ Other _____              |                     |

Will food be consumed at this event? \_\_\_\_\_

Any exchange of money (e.g. fee for entry, offering, contribution, purchase)? \_\_\_\_\_

**RESPONSIBLE PERSON(S):** \_\_\_\_\_

(Will be present at the event—attach additional sheet if necessary)

Phone Numbers Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Emergency Contact—Please list a secondary person for this event/group who may be contacted in case of emergency:

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

Email Address: \_\_\_\_\_

Is your group/event insured for liability of at least \$1 million \_\_\_\_\_

If so, is Brownson Memorial Presbyterian Church named as an "Additional Insured" on this policy? \_\_\_\_\_

For events with minors in attendance:

I certify that I have read, and agree to be in compliance with BMPC's policy on child protection, *Guidelines for Ministry Workers*, the terms and provisions of which are incorporated herein by reference.

If applicable, please initial \_\_\_\_\_

In making this application, I certify that I have received, read, and agree to be in compliance with BMPC's Facility Use Policy. I will indemnify and hold harmless BMPC against any liability arising out of the use of the facility contained in this application. Failure to abide with the policies will subject the user to immediate cancellation of use. Any fees are due prior to use.

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

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

- Please attach a signed *Indemnity, Hold Harmless, and Insurance Agreement*.
- If applicable, attach a *Certificate of Insurance*.
- If event is cancelled, please notify the BMPC office.
- For recurring events, applications and insurance forms must be submitted annually.

**BMPC events/functions have priority use of all facilities.  
Unexpected events, such as a funeral, may necessitate the cancellation  
of previously approved use of facilities. Every attempt will be made  
to give ample notice and provide for rescheduling.**

## INDEMNITY, HOLD HARMLESS, AND INSURANCE AGREEMENT

Indemnity, Hold Harmless, and Insurance Agreement dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("User") in favor of BROWNSON MEMORIAL PRESBYTERIAN CHURCH ("Church").

### WHEREAS:

User has requested to be allowed to use a portion of the property located at 330 South May Street, Southern Pines, NC ("Property") as more fully set forth in the *Facility Use Application* submitted by User to the Church ("Proposed Use"); and

Church, reserving the right to condition use in any way it sees fit and to cancel use at any time, has agreed to said request on the condition that User agree to the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt of which is hereby acknowledged, the User agrees as follows:

1. **Use of Property.** User has inspected the Property and has determined that it is suitable for the Proposed Use. In making that determination, User has not relied on any representations or warranties of Church or its members, employees, tenants, or any persons having an ownership or other interest in the Property. User accepts the Property "AS IS WHERE IS."

2. **User's Indemnity, Defense, and Hold Harmless Obligations.** User assumes full liability for any and all claims and damages arising out of or in connection with User's use of the Property or the use of the Property by any persons allowed (invited or not) on the Property by User. User shall to the fullest extent permitted by law defend, indemnify, and hold harmless Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property from and against any and all alleged or actual claims, losses, suits and damages (including attorney's fees and legal expenses) arising out of or in any way connected with such alleged or actual claims, losses, suits or damages. This provision shall survive the Church's withdrawal of permission to use the Property and User's discontinuance of use of the Property.

3. **User's Insurance Obligations.** As a condition of its use of the Property, User shall name Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property as additional insureds under a liability insurance policy containing terms and conditions acceptable to Church in its sole discretion. Policies required hereunder shall contain a provision that the insurance will not be cancelled, materially changed, or not renewed without at least thirty (30) days' advance written notice to Brownson Memorial Presbyterian Church, 330 South May Street, Southern Pines, NC 28387, Attn: \_\_\_\_\_. If User does not carry insurance, provision 1 and 2 above still apply, and User agrees that they and/or their organization alone shall be responsible for any property damage, personal injury or death that may occur during the use of the premises. User and/or organization further agrees to save and hold harmless the Church, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in the activities.

User and/or organization further states that the individual(s) doing so are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation, the Facility Use Policy, and this release by reading these documents before signing below.

**Signed:** \_\_\_\_\_ **Name (print):** \_\_\_\_\_

**Organization Name (if applicable):** \_\_\_\_\_