



Central Union Church Facility Use Policy

POLICY:

This policy governs the use of Central Union Church's facilities. No commitment for building use is finalized until the Use Agreement has been approved and executed through the Church Administrator, or designated official if not available. Central Union Church's facilities are primarily intended to support the mission and ministries of the church.

PURPOSE:

The purpose of all facility use will be compatible with the objectives and principles of Central Union Church (CUC). When possible we will attempt to make our facility available to local organizations and individuals for one-time or short-term usage, but our first priority is to congregation programs and membership needs. Priority is then given to nonprofit groups that are supported by our church and finally to other nonprofit organizations.

PROCEDURE:

All non-church groups (any group not sponsored by or related to CUC) desiring to use facilities must confirm acceptance of the terms herein specified. All required application forms must be completed and approved by the church.

No commitment for building use is finalized until the Use Agreement has been approved and executed through the Church Administrator, or designated official if not available.

Requests will be honored on a first-come, first-serve basis as recorded on the Church calendar. Reservations will be held for seven (7) calendar days, at which time any deposits must be paid. If the deposit is not paid within seven (7) days, the reservation is not considered firm and may be superseded.

All usage fees must be paid not less than thirty (30) days before use of the facilities shall begin. An exception to this timeline is use of the facilities on a recurring basis, for which payment of fees is due on the 1st of each month. Payment of fees or donations for use of our facilities may be paid in cash, check, or on-line. If a check is used, it shall be made out to Central Union Church. Renewal of permission to use stated church facilities depends, in part, on satisfactory compliance with requirements during the previous period of use.

Groups using the facilities on year-round basis must renew their application every January.

A. Steps to Facility Use.

1. Facility use inquiry is made with the Facility Scheduler to determine facility and date availability.
2. Read through the Facility Use Policy, fill out and submit the following forms:
 - 1) “Application for Use of Church Facilities”, 2) “Facilities Use Agreement”, 3) Provide proof of insurance (if organization) or “Activity Participation Agreement Release” (if individual). An executed original Agreement must be submitted to the Facility Scheduler before an event will be scheduled. Note: A three hundred (\$300.00) dollar deposit is required at the time the application is submitted in order to hold your reservation.
3. The facility use request goes through the approval process which includes coordinating with the Facility Scheduler; clearing insurance and other matters with the Administrator.
4. An approved event is scheduled on the Church calendar with the Facility Scheduler. Your Group’s original copy of the Agreement, signed by the church’s authorized representative will be e-mailed to you as your confirmation.
5. Any change in date or arrangements must be submitted in writing.
6. The Facility Scheduler provides the maintenance staff the facility set-up information for the event and contact person’s name.

B. Rules and Regulations.

1. CHURCH PROPERTY - Church property will not be loaned, borrowed, or removed from church premises without prior permission from the Administrator. Property such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.
2. WORSHIP SPACE – The Sanctuary and Atherton is our place of worship. We are pleased to make it available to you, but we ask you and the members of your group show particular respect for this space. This is a Holy space that is set aside for secular purpose during your use. It is not simply another auditorium or concert hall. Shouting, running, playing, climbing on the furniture, disturbing books and papers in the pews and similar behavior are not appropriate in this space. No food or drink of any kind is to be brought into, or consumed in, this space.
3. FACILITY CARE - The area used by your group must be left clean and orderly with church furniture and property returned to its designated place. Failure to comply may result in forfeiture of the security deposit.

4. CLEAN UP - Venue must be left clean and orderly after use. Garbage and trash must be bagged and disposed of in the dumpster location. Church supplies are not to be used except by Church sponsored activities.
5. PIANO AND ORGAN USE - Permission to use the piano, organ, hand bells, or other church owned instruments must be granted by the Director of Music. Piano and/or organ should not be moved except by permission from the Director of Music and may require the assistance of professional movers. If professional movers are required, the requesting group must pay for moving and for tuning the piano after repositioning.
6. SOUND SYSTEM - The sound system is available for use upon request. The system must be operated by trained congregation members or by individuals pre-approved by the Administrator and may result in an additional fee. No other equipment may be attached to the church sound system without prior approval.
7. NO SMOKING ALLOWED - All members of all groups using our facilities shall abide at all times by a “no smoking” rule in all parts of the buildings and campus, including corridors, restrooms, and parking lots.
8. ALCOHOL USE - Alcohol consumption is not normally allowed on the property, including all buildings and outdoor areas. Additional rules and approvals are required, see Alcohol Policy.
9. FOOD AND DRINK - Food and drink must be limited to designated areas. No food or drink is allowed in the Sanctuary or Atherton Memorial Chapel. Anyone using the church property is responsible for cleaning after each use -- both inside and outside. Prior coordination and approval is required if a private catering service is used for the event. The private caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.
10. RESERVATION TIME - The reserved room/space may not be used before or after the approved timeslot – even if there are no other reservations before or after your reserved time. Only reserved rooms may be used the day of reservation. Final clean-up for events must be completed by 9 pm. If a group cancels an event for any reason, it must give 72 hour notice to the Administrator or Facilities Scheduler or forfeit fee.
11. BUILDING USE - All groups agree that they will ensure that all event participants leave the building after the event.
12. SUPERVISION OF CHILDREN AND YOUTH - The congregation seeks to provide a safe environment for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:
 - a. No fewer than two adults should be present at all times during any program or event involving children.
 - b. Adult supervision is required at all times both inside and outside of the church property including the parking lot.

- c. Children and/or siblings or group members must stay with the group or under the care of additional adult supervisors.
13. DECORATIONS - Decorations may not be attached to the walls or doors with tape or anything that will damage the surface. The following tape is acceptable:
 - a. For walls: 3M Safe Release Painters Masking Tape (blue color)
 - b. For carpet and floors: Pro-Gaff or similar professional grade gaffer tape.
 - c. These tapes are specifically designed to protect paint and other finishes, and do not leave adhesive residue on walls and floors.
 - d. Use of “Scotch” tape, regular masking tape, strapping or other packaging tape, and duct tape is specifically prohibited, because they cause a maintenance problem.
 - e. All decorations must be removed immediately and completely following the event.
14. CANDLES – Candles are not permitted unless for ceremonial use. If used, lit candles must be “dripless” and must not be placed on the musical instruments or sound system. Lit candles must be placed on a plate or in a holder.
15. EMERGENCY SCHEDULING CONFLICTS - The congregation reserves the right to pre-empt any facility use agreement in cases of emergencies, such as funerals. Notice will be provided as early as possible.
16. STORAGE - Storage space is limited for organizations other than church groups. All organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the Administrator.
17. DAMAGE AND SECURITY DEPOSIT - All persons and/or groups using our facilities are expected to exercise reasonable care and judgment to prevent defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by the church in cleaning, repairing, or otherwise refurbishing any part of the building and/or its furnishings and equipment which, in the judgment of CUC, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved. The \$300.00 deposit, payable to “Central Union Church” at the time your application is submitted, will serve as a damage and security deposit. Following your use, if there is no damage (over and above normal wear and tear), and the space you used was properly restored per the terms of the agreement, the security deposit will be returned to you. Groups that use the facility on a regular basis may make a deposit to CUC. CUC will provide a receipt for the funds on deposit, and the deposit will be returned at the end of your use, assuming no claims have been made. The security deposit is not applied to the total fee due for the facility use.
18. SECURITY - The congregation works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. Central Union Church is not responsible for theft or damage to personal property – see INDEMNIFICATION section.

19. SAFETY – For the safety and security of congregation and guests, CUC prohibits certain items from being brought into the church building, unless specific permission is granted by the Administrator or Senior Minister.
- a. Guns & Firearms
 - b. Martial Arts & Self Defense items
 - c. Bows & Arrows
 - d. Explosive & Flammable Materials, Disabling Chemicals & other dangerous items
 - e. For your safety, all fire regulations must be observed. Specifically, you may not block, or otherwise impede, any hallway, entryway, room door, or emergency exit.

20. PARKING – For functions where the expected guest count will be 100 people or more, CUC requires the organizer of the event contract with a Church approved professional parking service to ensure that all vehicles are parked in the appropriate spaces available. Guests may park in designated parking areas only.

The Parish Hall lot is a designated Fire Lane and may be used for active Loading and Unloading only. Any vehicles found parked in this area will be subject to removal at the owner's expense.

21. ATTIRE – CUC promotes a positive, healthy environment. It is expected that all participants dress appropriately. CUC reserves the right to determine the acceptability. Failure to dress properly may result in forfeiture of facility use. Clothing with offensive language, designs, or pictures is not acceptable.

22. PROHIBITED ACTIVITIES - Activities not permitted include political party meetings; for profit event; and illegal conduct of any kind.

23. PROOF OF INSURANCE

- a. Group Users: Must furnish proof of insurance covering your Group, with a minimum coverage of \$1,000,000 per occurrence at the time application for venue use is submitted.
- b. Individual Users: User promises and warrants that User will be responsible for the actions of all participants during event and will fill out and submit all Activity Participation Agreements (either provided by or acceptable to CUC) on attendee's behalf.

24. INDEMNIFICATION – The Responsible Party, on behalf of the Group, its officers, members, and invitees recognizes and agrees that Central Union Church and the ministers, officers, employees, members, volunteers, and insurers of any and all of them (collectively referred to as "Releasees"), shall not be liable nor responsible for any damage or loss to person or property arising out of or in any manner related to use of CUC's facilities or equipment by the Group, or in the presence of the Group, on CUC's property. The undersigned further agrees on behalf of the Group, its officers, and members, to defend, indemnify, and hold harmless Releasees from any and all demands, claims, causes of action, and suits of any nature for any damage or

loss to persons or property, of whatever cause, and even if due to the sole or concurrent negligence or strict liability of any or all of the Releasees, including payment of all costs and attorney fees incurred by Releasees, arising out of or in any manner related to use of CUC's facilities or equipment by the Group, its officers, members, or invitees; and further agrees promptly to indemnify and reimburse CUC on a replacement cost basis for any loss or damage to CUC's facilities or equipment in any manner caused by the Group, its officers, members, or invitees, and to indemnify and reimburse Releasees for any and all costs and attorney fees incurred by any of the Releasees related in any manner to enforcement of the terms of the agreement.

25. The Administrator and/or staff may be present at the event as an observer.

26. EXCEPTIONS – Exceptions to these rules may be made on a case-by-case basis.

Application for Use of Church Facilities

Name of Group: _____

Date of Application: _____

Single Event Description of Event: _____

Recurring use of specific rooms/areas for regularly scheduled program

Times Facilities Required: From: _____ AM PM To: _____ AM PM

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Specific Date(s) Required: _____

Contact Person: _____ Phone #: _____

Email: _____

The applicant and the individual executing this application hereby waive any and all claims, demands, and causes of action that they may have against Central Union Church as a result of the use of church facilities pursuant with this application. The applicant and the individuals executing this application shall indemnify and hold harmless Central Union Church and its officers, agents, and employees from and against any and all costs of litigation arising out of or associated with the use of church property by the applicant group and its members, guest, employees, and agents pursuant to this application. Further, the user Group will provide a certificate of liability insurance in favor of Central Union Church in the amount of at least \$1,000,000.

We have read and agree to comply with the policies and regulations regarding use of Church facilities.

Printed Name and Signature of Applicant: _____

Address: _____ Phone #: _____

For Office Use Only

Approved: Yes / No Date of Approval: _____

Room(s)/areas to be used: _____

Donations/Fees Paid \$ _____ Receipt No: _____

Note: Copy to be given to applicant after approval. Original application to be retained in the church files.

Facility Usage Fees

All persons/groups approved for use of church facilities are required to pay applicable fees, as stated in this policy package. Any discount or waiver granted represents an assumption of these fees by CUC in support of the activities of the user groups.

Note: A three hundred (300.00) dollar security deposit is required at the time the application is submitted in order to hold your reservations. **The security deposit is not applied to the total fee due for the facility use.**

Reserved block times and fees correspond to event start and end times. Additional time (up to 2 hours), dependent on venue availability, may be scheduled prior to your function start time at no additional charge for any set up or decorating needs.

Venue	Capacity	A/C	A/V	2 Hour Fee	Additional 2 Hour Block
Sanctuary	1,000	No	Audio	\$1,350	\$900.00
Atherton Chapel	150	No	Audio	\$660	\$440.00
Atherton Courtyard	175	No		\$275	\$185.00
Pilgrim Chapel	25	No		\$200	n/a
Women's Building	100 Theater 60/Dining	Yes	Audio Screen	\$200	\$100
Parish Hall	748 Standing 400 Theater 270-300/Dining	Yes	Audio Screen 4 Monitors	\$1000	\$750
Parish Hall Center RM	250 Theater 117/Dining	Yes	Audio Screen 4 Monitors	\$625	\$460
Parish Hall Mauka RM	75 Theater 50-70/Dining	Yes	Audio	\$230	\$170
Parish Hall Makai RM	75 Theater 50-70/Dining	Yes	Audio	\$230	\$170
Family Life Center IT Room	18 Classroom	Yes		\$100	\$75
Music Building (DH)	8 Meeting	Yes		\$100	\$75
Music Building (Middle)	65 Theater 80 /Dining	No		\$100	\$60
Rewick Board Room	15 Meeting	Yes	Monitor	\$80	\$60

** All rates are subject to change based on annual review of expenses and market rates.

*** Church Members receive a reduced rate of 50%, on personal individual events.

Facilities Use Agreement

This agreement by and between Central Union Church, (“Owner”), and _____ (“User”),
User’s Name
will take effect on the _____ day of _____ and will continue for a period of _____.
Day Month Year Days / Hours

WHEREAS, Owner owns premises located at 1660 South Beretania Street, Honolulu, HI 96826.

Which is normally used for _____, and WHEREAS, User desires to
Type of use

use the _____ area of the facilities for the Purpose of
Venue(s) Name

_____, and WHEREAS, Owner
Purpose of use

has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on

_____,
List dates and times of usage , _____
Owner’s contact person name and title

is the contact person for Owner and _____ is the contact person for User to
Name of User’s contact person
coordinate the details of usage.

Fee Agreement. User agrees to pay Owner _____ for the use of the premises.
Amount

Non-Fee Agreement. In consideration for the benefit of using Owner’s facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

2. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

3. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

5. Type of User, Organizational or Individual.

Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven (7) days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an “additional insured” on User’s policy with respect to the use by User of the above described premises.

○ **Individual Users.** User promises and warrants that User will fill out and sign the Activity Participation Agreement (either provided by or acceptable to Owner) *on behalf of and shall be responsible for* each participant in the activity.

6. User agrees to hold harmless, indemnify and defend Owner (including Owner's 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 above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

9. The agreement may be cancelled unilaterally by either party with 3 days written notice to the other party.

10. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

11. User agrees that it will not assign any of its rights under this agreement, and any such agreement will void this agreement at the sole option of the Owner.

12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____
 day *month* *year*

Owner

Signature

Position with Owner (title)

User

Signature

Print Name

Activity Participation Agreement/Release Form

Activity Information (To be completed by the activity sponsor)

User Name or Sponsoring Organization: _____

Address: _____ Telephone: _____

Description of activity: _____

Date(s) and location of activity: _____

Participation Agreement

I acknowledge that participation in the activity described above may involve risk to the User and Participants, and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, property damage and financial damage.

In consideration for the opportunity to participate in the activity described above (the “activity”), the User acknowledges and accepts the risks of injury associated with participation in and transportation to and from the Activity. The User accepts personal financial responsibility for any injury or other loss sustained during the Activity or during transportation to and from the activity, as well as for any medical treatment rendered that is authorized by the Sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to hereinafter as the “Activity Sponsor”). Further, the User on behalf of all participants releases and promises to indemnify, defend, and hold harmless the Activity Sponsor for any injury arising directly or indirectly out of the negligence of the Activity Sponsor, the Participant, or otherwise.

If a dispute over this agreement or any claim for damages arises, the User agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the User and the Activity Sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.

Signature: _____ Date: _____

User (on behalf of self and all participants)