

The Christian Reformed Church of Stratford
Policy on Rental of Church Facilities
(Revised February 7, 2006)

Background

The main issues involve ensuring that policies and practices in this area comply with Revenue Canada requirements as they relate to charitable activities so that the charitable registration with Revenue Canada is not jeopardized, and ensuring that legal and insurance exposure is minimized by following required and/or generally accepted practices.

General Principles

Our church building and property belongs to the Lord, and all activities and department within the building and on the property shall be consistent with this belief.

First priority in the use of our buildings and property shall go to the meetings and functions of the congregation as a whole, and to the meetings and functions of our groups, ministries and agencies within this church. These church functions do not need to be booked in accordance with this policy. All other usages, however, must be booked in accordance with these guidelines.

No booking shall be accepted that will conflict or interfere with any Christian Reformed Church of Stratford function.

No booking shall be accepted for the use of the facilities unless approved by council.

No booking shall be accepted for any sports activity on a Sunday.

When the kitchen is rented to prepare and/or serve food, our kitchen co-ordinator will oversee the appropriate usage of all equipment and ensure that cleanup conforms to the public health regulations.

No persons, except those trained and appointed by the C.R.C. shall operate the sound system. Where the use of such are desired by the applicant, one of the sound personnel will operate them.

Our custodians will unlock, arrange the necessary light, heat and room arrangements before each rental; lock up after each rental. No keys will be given out to renters at any time.

ALL BOOKINGS for use of any church facility must be done through the secretary.

We will not enter into long-term rent/lease agreements unless approved by council.

No individual or group renting any or all of the facility shall store their materials, equipment, furnishings or other property unless all of the following conditions are fully met:

- a) prior approval has been secured for such storage by council
- b) a complete listing of items stored is filed with the church office (and updated whenever necessary)
- c) a start date and an end date is set, in advance of the storage, as to when the materials will start to be stored and when all of the items will be removed again
- d) the act of storing these items is not encroaching on the regular activities and ministries of the church
- e) the applicant specifically agrees to save harmless the church for any loss, theft or damage to the above items

When the above conditions are not met, items left on the premises for more than twenty-one days shall be deemed to be abandoned and shall become the property of the church, and dealt with accordingly.

This policy applies equally to all individuals, groups and organizations regardless of their past, present or future relationship with the Stratford Christian Reformed Church. This policy is for all usages of our building and property.

This policy replaces all previous policies and precedents and is to be considered the only working agreement in effect for rentals as of the above date.

PROPERTY USE GUIDELINES

Please treat our facility with respect. Children should be supervised at all times. The office areas and sanctuary should generally be considered out of bounds. In general, leave the place in the same condition in which you found it.

1. The applicant will not make any alteration of any description to the building or its equipment. No furniture or furnishings are to be moved, especially in the sanctuary, without first securing the approval of Council.
2. Regarding decorations, signs, posters, etc. note that thumbtacks, pins, nails and staples may not be used. In the matter of scotch tape or masking tape, the custodian must be consulted prior to attachment.
3. The applicant shall also be responsible to the custodian or such other person designated for the conduct and supervision of all persons admitted to the church buildings and grounds and shall see that all regulations contained herein are strictly observed.

4. The applicant will ensure that nothing of an objectionable or contentious nature will be permitted in the building or on the property. Intoxicants and gambling are not allowed anywhere on the property. Smoking is not permitted in any area.
5. Food and beverages are only allowed in the kitchen, gymnasium and fellowship hall areas. No food on the carpets. For sports activities in the gym, proper non-marking running shoes must be worn. Whenever the kitchen is used, all dishes and utensils used must be properly washed and replaced, and all counter tops must be cleaned and cleared.
6. The applicant shall agree that this permit may be revoked or cancelled at any time and that in the event of such cancellation, there shall be no claim or right to damage or reimbursement on account of any loss, damage or expense incurred by the applicant. In the case where this permit is cancelled at short notice due to a funeral, all fees paid including the non-refundable deposit, will be fully reimbursed.
7. Any individual, group or organization using church facilities assumes full liability for any losses of or damage to church property or equipment or neighbouring property resulting from such use. All breakage or damage to dishes, utensils or equipment must be reported to the custodian or kitchen co-ordinator. The cost of such damages will be charged to the user.
8. The applicant and the applicant's sponsors and agents shall protect, indemnify and save harmless the church, its employees or agents from all claims that may rise out of the use of the buildings by the permit holder. The church will not be responsible for personal injury, damage or loss or theft of any articles belonging to the applicant or anyone entering upon the premises as a result of the issuance of a permit.
9. In the event that the policy or these guidelines cause a dispute or require clarification or interpretation, a determination shall be made by the Council.
10. No pets or animals of any kind are allowed on the property with the exception of service dogs, without prior approval. All animal droppings must be "scooped" and disposed of immediately by the animal owner.
11. Concerning the use of the gymnasium.
When using the gym for banquets or fundraising – for breakfasts or dinners - there will be no cooking in the gym. We have a large kitchen that can be used for that purpose and if it is really needed you can use the fellowship hall for heating or cooking food. You can use crock pots or food warmers for keeping food warm.
The reason for this is that we want to protect the gym floor from being damaged, the floor is very susceptible to heat damage. Also, because there is no ventilation in the gym, the smell of cooking will linger for a long time.

INSURANCE REQUIREMENTS

Given the environment in which the church now seeks to minister, it is important that certain steps are taken to carefully document usage conditions and to ensure the church is not subject to more risk than is anticipated by the insurance policy covering the facility.

1. Property use guidelines are included in our user's agreement and must be read and signed by the individuals or representatives of organizations using the facilities.
2. When organizations rent part or all of the facilities, proof of a minimum of \$2 million liability insurance must be filed with the church office prior to usage.
3. All individuals and representatives of organizations using these facilities understand, agree and acknowledge that they have signed a "hold harmless" and "indemnity" agreement with the Stratford Christian Reformed Church, with respect to their usage of the Church facilities.
4. Individuals wishing to rent the facilities for group activities, other than family life celebrations, must give a full description of the proposed activities in order that a determination of risk can be made.
5. Activities that may be considered "high risk" will not be permitted on our premises.
6. Church Groups are covered.

PROCESS

1. All use of the building or property that is not an official function and ministry of the Stratford Christian Reformed Church must be booked in advance. The applicant must complete our standard application form. A preliminary response as to availability and projected costs will be made to the applicant within (10) days of receipt of the signed application form.
2. All bookings will be received and recorded at the church office by the Church Secretary. Bookings will be taken on a first come first served basis, but no booking will be made more than six (6 months) in advance with the exception of weddings. Tentative bookings can be made earlier than this, but will not be confirmed until (6) six months prior to the event.
3. A non-refundable deposit consisting of 10% of the Basic Rental Fees or \$25.00, whichever is the greater amount, must be made at the time of booking. No booking will be confirmed until this deposit is made.
4. All Basic Rental fees must be paid in full prior to the usage. If they are not, access to the facilities will be denied. All Administrative Fees and other costs will be invoiced immediately following the usage and must be paid in full within 30 days of receipt.
5. Multiple use bookings will be handled differently, in that they will be invoiced at the end of each month for the duration of their usage. If these invoices are not paid in full within 30 days of receipt, ongoing use will be denied.