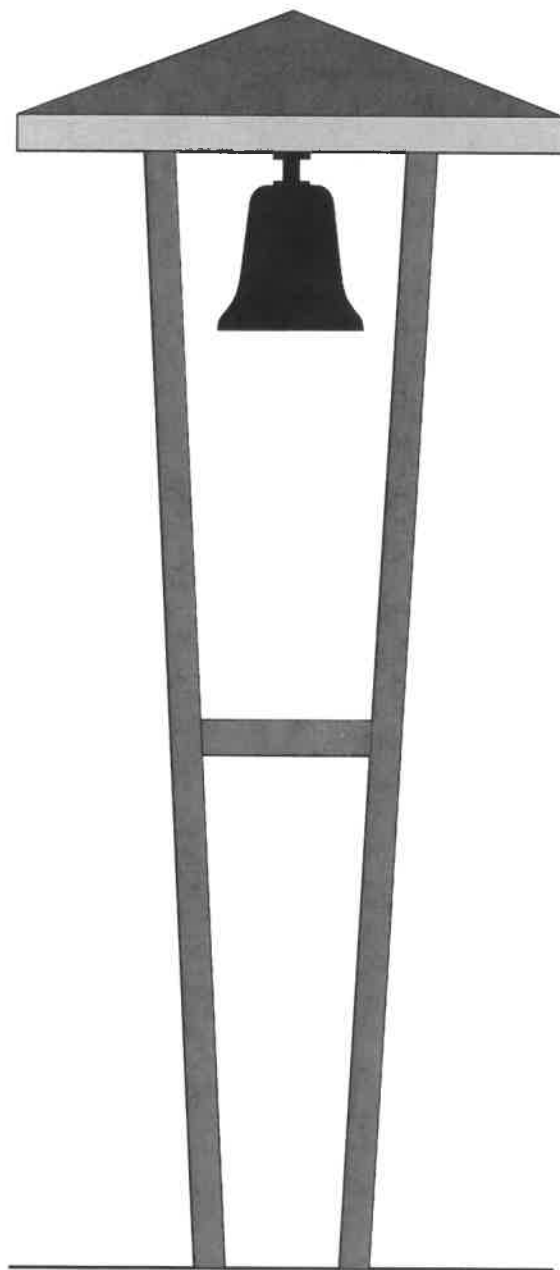


Cornerstone Community Church



Facility Use Contract

Guidelines for Cornerstone Community Church Facility Use

Introduction

Cornerstone Community Church is a busy place. Its purpose is to carry on the ministry of the local church. Cornerstone Community Church has an active ministry program for children, youth, and adults. It has a deep desire to be an active member in the community of Ferndale and Whatcom County. The programs and people of Cornerstone Community Church are the top priority when it comes to the use of all facilities.

Building and facility use fall under the jurisdiction of the Board of Trustees. The Office Administrator manages building use on behalf of the Board of Trustees. No commitment for building use is finalized until the *Facility Use Application* has been completed and executed by the Office Administrator.

Cornerstone Community Church has some long-standing relationships with some community organizations for ongoing or repeat uses. Availability for such ongoing usage is limited but may be considered by the Board of Trustees. Local organizations and individuals for one-time or short-term usage also use our facility. When possible, we attempt to make our facility available for such groups. Our first priority is to programs and membership needs of the congregation. Priority is then given to local nonprofit groups that are supported by the church, other nonprofits groups, and finally other members of the community who are acting in accordance with Cornerstone Community Church's Statement of Faith.

Approval of the use of the grounds and facilities does not constitute or imply endorsement of a group, their mission, or their position. Groups approved to use the facility or grounds must not advertise the event in such a way as to imply endorsement by the congregation without expressed approval of Cornerstone Community Church's Church Council. No activities or advocacy may take place with our building or grounds that conflicts with the constitution, by-laws, or practices of Cornerstone Community Church or the Church of the Lutheran Brethren.

Included in these guidelines are the following:

- Steps to Facility Use Scheduling
- Fees for Facility Usage
- Rules and Regulations of Cornerstone Community Church
- *Facility Use Application*
- Release and Indemnity Agreement Form

Steps to Facility Use Scheduling

- Fill out a *Facility Use Application*. One is included in this guide or you may obtain one from the church office or online at our website: www.cornerstoneferndale.org under Community Life, Events tab.
- Attach any additional information that you feel might be useful in helping us determine if we can accommodate your group or event.
- Return your completed *Facility Use Application* to the Office Administrator who will evaluate your request for immediate determination or forward the request to the Board of Trustees for further evaluation.
- If further evaluation is needed, the Board of Trustees will review all requests within 30 days.

Fees for Facility Usage

All facility use requires a minimum \$250 damage deposit that shall be refunded when event is completed and facility condition is verified by the Office Administrator. Damage deposit amount will be set in accordance with risk level assessed by the Office Administrator or the Board of Trustees based on *Facility Use Application*.

| | |
|---------------|---|
| Type A | Personal use for Members and Children (Weddings, rehearsals, showers, birthday parties, ect) |
| Type B | Personal use for Regular Attendees (Weddings, rehearsals, showers, birthday parties, ect.) |
| Type C | Educational and other activities that are considered an extension of our ministry as evidenced either by our financial support or application to the Church Council. (Church Council may deem any ministry a Type E user) |
| Type D | Civic and service activities, including musical groups, service clubs, fraternal organizations, weddings, ect. |
| Type E | Ministries of Cornerstone Community Church, events deemed direct ministry of the congregation by the Church Council, and Funerals performed in compliance with our Statement of Faith. |

| Room | Type A | Type B | Type C | Type D | Type E |
|----------------------|--------|----------|----------|------------|--------|
| Whole Facility | Free | \$500.00 | \$900.00 | \$1,500.00 | Free |
| Sanctuary | Free | \$300.00 | \$400.00 | \$1,000.00 | Free |
| Fellowship Hall | Free | \$200.00 | \$300.00 | \$ 500.00 | Free |
| Kitchen | Free | \$100.00 | \$150.00 | \$ 250.00 | Free |
| Children's Classroom | Free | Free | \$ 25.00 | \$ 35.00 | Free |
| Class Room/Each | Free | Free | \$ 25.00 | \$ 35.00 | Free |
| Nursery | Free | Free | \$ 25.00 | \$ 35.00 | Free |

Fees are based on a defined period of time that shall be set though the *Facility Use Application*. Users in types B, C, and D are not eligible to use the facilities on Saturday nights after 6pm or Sundays before 2pm without expressed approval of the Board of Trustees.

Impact Fees

| Category | Type A | Type B | Type C | Type D | Type E |
|------------------------------------|----------|----------|----------|-----------|--------|
| Damage Deposit | \$250.00 | \$250.00 | \$250.00 | \$ 500.00 | Free |
| Facility Coordinator (Required) | Free | \$100.00 | \$150.00 | \$ 150.00 | Free |
| Sound Room Tech | Free | \$100.00 | \$100.00 | \$ 100.00 | Free |
| Janitorial Services | Free | \$150.00 | \$150.00 | \$ 150.00 | Free |

| Attendees | 0-20 | 21-99 | 100+ |
|-------------------|----------|----------|-----------|
| Minimal Set up | \$ 25.00 | \$ 35.00 | \$ 50.00 |
| Substantial Setup | \$ 50.00 | \$ 75.00 | \$ 100.00 |

Impact fees are charged at the discretion of the Office Administrator or the Board of Trustees taking into account factors such as setup requirements, number of participants, use of any special equipment, food and drinks served, ect. Based on these factors, impact fees may be in excess of these guideline amounts.

Rules and Regulations of Cornerstone Community Church

All persons and/or groups using our facility are expected to exercise reasonable care and judgement in such use in order to prevent defacement, damage, or breakage. The person signing the application for use shall be responsible for paying cost incurred by the church in cleaning, repairing, or replacing any part of the building or its furnishings

and equipment which in the judgement of the Office Administrator or the Board of Trustees has been carelessly or irresponsibly subjected to more than normal wear and tear by the persons or group involved. Any damage may be repaired by the user with oversight by Board of Trustees or its representative.

Room Setups

All rooms have been designated with a standard room setup. The Office Administrator will provide each group with a diagram of this standard for the room they are interested in using. Any setup changes requested by the group are subject to approval by the Office Administrator and will be considered in the calculation of setup fees noted above.

Music and Stage Equipment

Permission to use musical equipment and stage sound/lighting/media equipment shall be granted by the Media Team Lead and Music Team Lead. Use of music equipment and/or sound, and/or lighting system requires the representative of the Media Team be present and operate all media equipment that is desired to be utilized. All fees for technicians shall be arranged in accordance with the fee structure above.

Smoking Policy

All members of all groups using our facilities shall abide at all times by the "NO SMOKING" rule in all buildings, grounds, and properties of Cornerstone Community Church. Violation of this rule is sufficient grounds for a staff member to withdraw immediately any group's use of the facilities and/or to deny use in the future.

Alcohol Policy

The serving, consumption, or use of alcoholic beverages, marijuana, or narcotics shall not be permitted at any time on church property including all buildings, grounds, and properties of Cornerstone Community Church. Violation of this rule is sufficient grounds for a staff member to withdraw immediately any group's use of the facilities and/or to deny use in the future.

Gambling

Cornerstone Community Church prohibits the activity of gambling on the church premises. Gambling is defined as any game of chance where there is a risk of monetary loss or reward.

Final Decisions

In case of any doubt or uncertainty by any outside person or group about the application of interpretation of these regulations, or in our customary practices not specifically

mentioned here, the Office Administrator or the Board of Trustees shall decide the matter and all individuals and groups shall abide by the decision and directions or forfeit immediately the use of any part of the facility.

Supervision of Children and Youth

Cornerstone Community Church has adopted the policy of a safe sanctuary for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:

- No less than 1 adult and one Student Ministry Assistant must be present at all times during any event or program involving children.
- These adults must be 18 or older and must be at least 5 years older than the children with whom they are working with.
- At least one of the adults must be currently certified in CPR and First Aid.
- These volunteers must be approved in accordance with the Safe Practices Policy for Ministry to Minors and Vulnerable Adults.
- The nursery is available through the *Facility Use Application*. Fees shall be in accordance with the above rate structure. The nursery shall be staffed in accordance with the Safe Practices policy listed above. Any use outside of this policy is at your own risk and responsibility.

Any questions regarding this policy should be directed to the Church Council.

Food and Drink

Food and drink should be kept to the Fellowship Hall whenever possible. Exception may be granted by the Board of Trustees on a case by case basis. Approvals for food and drink outside of the Fellowship Hall may require a higher damage deposit.

Decorations

Decorations may be attached to walls, doors, and light fixtures with the use of blue painter's tape only. All decorations and tape must be removed immediately and completely following the event. No confetti (e.g. - any small pieces of paper or other material) or rice is to be used within the church facility or on the church property.

Starting and Ending Times

- Monday through Friday from 7:00am to 10:00pm
- Saturday 7:00am to 6:30pm
- Sunday from 2:30pm to 10:00pm

The building must be completely cleared and returned to original condition by the times noted above. Exceptions to the times above must be approved by the Church Council.

On Site Storage

There is no excess storage available for organizations other than official Cornerstone Community Church ministries. All other facility users will be responsible for storing all props and accessories off-site.

Bicycles and Skateboards

No bicycles or skateboards are allowed inside the church facility.

Parking

Parking on church property is available only during the period of time that a group has contracted to use the facility (arrangements may be made of overnight parking the night prior to scheduled event for trailers or gear necessary for the event). Parking is available on a first-come, first-served basis and excludes certain spots specifically reserved at all times for staff of Cornerstone Community Church. There shall be no parking allowed on the grass field. Any damage to vehicles is at the owner's expense; Cornerstone Community Church is not responsible for any theft or damage to personal property.

Emergency Scheduling Conflicts

Cornerstone Community Church reserves the right to pre-empt any facility use for its own in cases of emergencies, such as a natural disaster or funerals. Notice will be provided as early as possible and Cornerstone Community Church will work diligently to not interrupt scheduled events when possible.

FACILITY USE APPLICATION

Payment for facility use is to be given upon booking.

Checks for rental fees are to be payable to **Cornerstone Community Church.**

Cornerstone Community Church

5732 Olson Rd

Ferndale, WA 98248

Phone: (360) 384-3661

E-mail: cornerstonecommunity_office@comcast.net

Website: www.cornerstoneferndale.org

Name of Person/Group Booking Event: _____

Name of Contact Person (if different from above): _____ Phone: _____

Type of Function: _____ Fax: _____

E-mail address of Contact Person _____

Date Required: _____
Month Day Year S M T W TH F S

Time(s) Required: (Set-up and clean-up times must be included in the hours)

From _____ AM To _____ AM Event Start Time: _____
 PM PM

Rehearsal time required? yes no Date and time: _____

Facilities & Items needed (please check all rooms and items you are requesting to use):

- Multi-purpose Room (Sanctuary) _____
 - ___ Media (projector, slideshows) Staff Required
 - ___ Sound System – Staff Required
 - ___ Stage Clearing:
 - Drums ___
 - Keyboard ___
 - Banners ___
 - Music Stands ___
 - Microphones ___
 - Decorations ___
 - Podium ___
 - Altar ___
 - Other _____
- Classroom(s) (Identify by Room #'s) _____
- Fellowship Hall
 - Chairs (Folding) ____, (Sanctuary) ____
 - Tables (Round) ____, (Rectangle) ____
 - Sound System ____, Microphones ____
- Kitchen
 - ___ Tablecloths
 - ___ Coffee Urns: ___ 100 cup, ___ 12 cup
 - ___ Refrigerator, ___ Freezer
 - ___ Dishes, ___ Cutlery
 - ___ Stoves, ___ Sanitizer
- TV – DVD Machines _____
- Other Items _____
- Foyer Area _____
- Library/Conference Room (Room #1) _____

FEES

Event Coordinator (Required): _____ Fee to be paid to EC \$ _____

Cost: \$200.00 up to 8 hours of service, renter will be charged \$25.00 for every additional hour of service. Authorized by the Event Coordinator.

Sound System and Media: If renter requires the use of the sound system and/or Media Projector in the sanctuary or Fellowship Hall, a qualified person to run both systems will be assigned to you.

Name of Sound/Media Tech _____ Fee to be paid to Tech Team \$ _____

Cost: \$100.00 up to 4 hours of service, renter will be charged \$25.00 for every additional hour of service. Authorized by the Event Coordinator.

Janitorial Services: (Optional) The Owner will supply a cleaning crew.

Name of Janitor _____ Fee to be paid to Janitor \$ _____

Cost: \$100.00 up to 4 hours of service, after the event, renter will be charged \$25.00 every additional hour of service. Authorized by the Event Coordinator.

CORNERSTONE COMMUNITY CHURCH
RENTAL POLICIES AND RATES

1. This church is a smoke-free building.
2. Every event must have a Cornerstone Event Coordinator present. Additional staff may be available according to need.
3. Confetti (e.g. - any small pieces of paper or other material) or rice is not to be used within the church facility or on the church property.
4. Any damage to equipment or facilities, other than from normal use, shall be the responsibility of those renting the facility. All fees for rental of facilities and equipment are payable to Cornerstone Community Church and delivered to the Office Administrator upon booking. A damage deposit of \$ _____ is required. Damage deposit will be returned to renter if facilities are left in satisfactory condition (to be determined by _____ and _____).
5. The person/organization requesting the use of Church facilities hereby absolves the church, its pastors, leadership, members, or people of any liability for personal injury to any individual resulting from the use of the church facilities.
6. The group or individual using the facility is responsible for set up, clean up, and return to normal set up of the facility, (unless other arrangements has been made).
7. If the group is an organization from outside the church, it shall provide proof of liability insurance. _____ (initials)
(Please provide a copy of your insurance policy)

Name of Insurance Company _____

Dollar amount of liability coverage per occurrence \$ _____

| | Facility Usage | Rental Fee |
|--------------|--|------------|
| Required | Church Rental Fee | \$ |
| Required | Event Coordinator Fee | \$ |
| Optional | Media Tech Fee | \$ |
| Optional | Janitor Fee | \$ |
| Optional | Other Fees | \$ |
| Refundable | Damage Deposit (please provide separate check) | \$ |
| Total | | \$ |

FOR OFFICE USE ONLY

_____ _____ _____
 Copies to be sent to: Event Coordinator Treasurer
 Media Tech Renter

Request Approved _____

Request Denied _____

Agreed Upon Fees _____

Facilities Use Contract

This agreement by and between Cornerstone Community Church, Ferndale WA, (Owner)

and _____,
User's name *User's complete address*

will take effect on the _____ day of _____ and will continue for a period of _____.
Day *Month* *Year* *Time period*

WHEREAS, Owner owns premises located at 5732 Olson Rd, Ferndale, WA 98248

which is normally used for Worship and Christian Ministry, and WHEREAS, User desires to use the
Type of use

_____ area of the facilities for the purpose of _____
Area of premises (e.g. church building)

_____, and
Purpose of use

WHEREAS, Owner 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

_____ . _____
Describe times and days of usage *Name of Owner's contact person*

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

2. User agrees to pay Owner _____ for the use of the premises.
Amount
3. 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.
4. 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.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. 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 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.
7. 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.

8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User has requested, including entrances and exits. (Unless other arrangements have been made)
9. 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.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
11. 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.
12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Date: _____

User,

(by signing you have acknowledged that you have read and agree with all the terms in the *Facilities Use Application and the Facilities Use Contract.*)

Signer's Name

Position with the User (Title)

Owner,

Signer's Name

Position with Owner (Title)