

LEGACY UNITED METHODIST CHURCH FACILITY USE MANUAL



Approved by
Lead Pastor
Executive Pastor
Operation Director
Ad Team

REVISED August 2023

WHO WE ARE

Our Mission

To intentionally be a multi-generational & multi-ethnic community of impact growing hope, healing, and wholeness through Jesus

Our Strategy & Values

Discover Jesus through

Passionate Worship & Radical Hospitality

Connect in Groups developing

Intentional Faith Development & Authentic Faith Sharing

Impact through Mission & Justice growing

Risk-Taking Mission and Service & Extravagant Generosity

Our Culture

Ask Anything

Listen Well

Freely Disagree

Love Regardless

Our 2020s Focus

Deeper Connections through Groups

Long-Term Mission & Justice for the Common Good

Sustainable Finances for Unstable Times

Listening Well through Division & Polarization

Core Classes for All

Discover Legacy: What is Life All About?

What is a Christian?

What is a Methodist?

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INTRODUCTION

Legacy United Methodist Church (LUMC) puts its value and primary concerns into the people God brings us into contact with. It is people who make our church, who are primary in our concern and care, and who make us the kind of church God has for us to be.

We also want to be good stewards of all we have been blessed with. Our building, property and equipment allow us to be the intentional community of impact, we want to be. In all things we must remain mindful of the investments made to LUMC and maintain positive and preventive practices to ensure these investments sustain for years to come.

The LUMC Administrative Team is responsible for the security of Legacy properties, and equipment. They have developed policies governing the use of the facility. The policies in this document will be reviewed and revised on an as needed basis.

The Administrative Team has entrusted oversight of facility use matters to the Executive Pastor and Operations Director. Although the Executive Pastor and Operations Director may exercise minor discretion in administration of these policies, every effort will be made to observe consistent application.

In the event an item is not addressed by this document, the Executive Pastor and Operations Director will consult with the Lead Pastor prior to final decision. If there is uncertainty or disagreement between the Executive Pastor, Operations Director and Lead Pastor, the item will be discussed with the Trustees or if required, full Administrative Team. Once a decision is final, this document will be revised accordingly to reflect the impact of the decision.

Keeping in mind the primary purpose of LUMC is to worship, serve, and learn about Jesus Christ, all activity conducted on the property is expected to reflect the mission, values, and strategy, of LUMC.

BUILDING ACCESS

Keyless Entry

The facility is equipped with a key-less entry access point located at the door (2) adjacent to the office suite. The access code will be changed periodically to maintain integrity of the system. Only authorized individuals with a specific need for independent entry will be issued an access code, and then, only for the period necessary to fulfill the specific need. All staff will be given an access code; other individuals may be authorized by the Operations Director. The Operations Director will authorize and maintain a record of all users and codes. Codes will be changed each time an employee ceases employment or is terminated.

Keys

The Operations Director will store all building keys in safekeeping. Only Staff, Trustees, and Emergency Personnel will be issued "Master" keys (keys which open all doors in the building). Authorized personnel will be issued internal keys for designated doors as needed to perform a specific purpose within the building, and then, only for the period necessary to fulfill the specific need. The Operations Director will authorize and maintain a list of all authorized users and keys. Changing exterior locks will occur periodically.

Entry Points

All entry points will be identified by number or name for clarification purposes. During regular business hours, only the main entry, Door 1 to the facility will be unlocked. All other entry points will remain locked unless otherwise needed. On Sundays, Wednesdays, weddings, funerals, or other scheduled events, four regular entries will be unlocked. They are main front, Door 1, single doors on the west side (playground side) of church building, Door 2 and Door 3. The north entrance door by the turn around area, Door 8, will be unlocked for funerals as needed. All other entry points will remain locked unless otherwise needed. All exterior doors, locked or unlocked, are equipped with panic bar mechanisms which can be opened from the inside at any time.

Hours of Operation

General business hours are 9:00 am to 3:00 pm Monday through Friday. The office may be closed to observe select holidays throughout the year. Every effort will be made to provide proper notification of change in hours of operation.

SAFETY

Protection Systems

The facility is equipped with fire alarm and fire suppression systems in accordance with all regulatory requirements. Such systems will be inspected, serviced, and certified in accordance with all regulatory requirements. The Operations Director is responsible for scheduling inspections and service as required, as well as, maintaining all documentation on the operation and service of the system.

First Aid

A first aid and AED station is located in the Commons (West wall next to mechanical room). There are also First Aid Kits in Kids and Student Ministry Areas of the facility.

Safety and Security

Safety and Security during any non-Legacy UMC event, if desired, is the responsibility of renter and not Legacy UMC.

Reporting

Any questions, concerns, or comments relating to safety and security of the facility should be reported to the Executive Pastor or Operations Director or in the case of emergency, reported to the proper authority.

BUILDING DECORUM

General Information

The facility is designed for maximum utilization of all space. Most space can be used for multipurpose events / activities. Although no space has been designated entirely for use by one person or group, certain individuals or groups are designated to oversee specific areas within the facility. The Operations Director and/or Executive Pastor will work with such groups to define responsibility, authority, and accountability for these areas.

Scheduling

All spaces within the facility are subject to timely and appropriate scheduling. Failure to schedule a space could result in that space being unavailable or unprepared when desired. All space use is on a "First come, first use" basis. Legacy UMC reserves the right to refuse reserving space for any reason.

Please contact the Administrative Assistant to schedule any activity within the facility.

Unauthorized Areas / Equipment

For safety purposes, some areas of the building are designated for Authorized Personnel Only. In addition, some equipment such as the sound / video system, instruments, kitchen appliances, temperature control units, and building mechanical systems should only be operated by trained personnel.

- **Please refrain from entering any area designated AUTHORIZED PERSONNEL ONLY**
- **Please refrain from operating any equipment without proper training and authorization**

Consistency / Compatibility

It is the intent of the Legacy LUMC, the Pastors and Administrative Team to foster an environment of consistency and compatibility. This requires a coordinated effort between staff, volunteers, and church organizations in such areas as décor, placement, timing, and functionality.

In order to promote consistency, the Pastors and Operations Director have appointed a décor coordinator to oversee furnishings, wall hangings, decorations, etc. for all common areas (excluding Kids', Students' areas, and platform worship design). Any requests décor changes should be reviewed with the décor coordinator prior to placement.

In order to promote compatibility, the Pastors and Operations Director will coordinate the placement and timing of ministry functions. Such functions should be reviewed with the Pastors and Operations Director prior to the activity.

ALLOWABLE USE

Regular Church Use

Regular church use includes Sunday morning services, Wednesday evening activities, and any other programming directly related to a sanctioned Legacy ministry or organization.

Although no specific written agreements or fees are required, each group conducting such use is responsible for proper notification, preparation, supervision, and post use restoration of facility and/or grounds to pre use condition. Users must comply with all facility regulations and use requirements.

Special Church Use

Special church use includes any activity outside the normal course of operation such as weddings, funerals, fundraisers, or personal events not otherwise directed or sponsored by Legacy.

Specific written agreements or fees may be required depending on the nature of the event and the relationship of the user to the church. The Operations Director and Executive Pastor are responsible to determine what requirements are necessary to assure consistent application of this provision.

Non-Church Use

Non church use includes activity conducted by non-church groups. For example, conferences, trade organizations, business groups, community groups, etc. written agreements and fees apply. Please refer to the **Facility Use / Fee Agreement**.

Note

Legacy United Methodist Church reserves the right to disallow any use deemed to be not in the best interest of the church. Legacy United Methodist Church follows the use guidelines in the United Methodist Book of Discipline.

SPECIFIC AREAS

Kids' Wing

Legacy Kids Ministry wing is available for rental when not in use by LUMC. Nursery rooms and most class rooms are not available for use without prior consent from Legacy Kids Director, Operation Director or Executive Pastor.

Students' Wing

Legacy Student Ministry wing is available for rental when not in use by LUMC. Nursery rooms and most class rooms are not available for use without prior consent from Legacy Kids Director, Operation Director or Executive Pastor.

Sanctuary

Legacy's Sanctuary may only be reserved for official events, weddings and funerals, conferences, etc. All equipment use and event decorations, must be approved by the Worship Arts Ministry Director.

Community Rooms

Legacy's Community Rooms are perfect for small group meeting, wedding and funeral attendant areas, conference meetings, and other groups as approved. There are four (4) community in the church building.

Gathering Area

Legacy's Gathering Area provides space for people to gather for all functions and activities, weddings, funerals, conferences, etc., and can be rented as a standalone area

Kitchen

Legacy's Kitchen is a commercial grade kitchen. Access to the use of kitchen equipment and accessories requires the presence of authorized and trained church personnel as determined by the Operations Manager or Executive Pastor. Please refer to the ***Kitchen Use Guidelines*** for details.

Administrative Suite

This area houses Legacy's church staff and is not available for any other use.

KITCHEN USE GUIDELINES

- **Schedule / Approval**

All kitchen use must be scheduled with and approved by the Operations Director and/or Executive Pastor prior to use. Failure to do so may result in the kitchen being unavailable.

- **Training / Supervision**

Use of appliances is restricted to only those having adequate training. Appliances including range, convection oven, coffee machine, and dishwasher. Supervision of use and potential fees will be required for use of kitchen area in the event users are not adequately trained. Supervision is required for use by all Non-Church use and any use not connected directly with LUMC. For example, any wedding or funeral using LUMC who are not attendees or members. Fees may apply.

- **Compliance**

Users must comply with all notices posted in the kitchen.

- **Clean-Up**

Kitchen use by any group or individual requires appropriate clean-up. The church will provide cleaning supplies such as dish soap, paper towels, dishtowels, etc. The church staff will clean floors and remove garbage after use.

- **Church Events**

The church staff is responsible for all kitchen use on Sunday mornings, Wednesday evenings, and any other church schedule events (includes beverages, menus, preparation, serving, and clean-up).

- **User Group Events**

User groups are responsible for their own use of the kitchen. It is the responsibility of the user group to

- provide trained personnel to operate kitchen appliances.
- supply, prepare, and serve all food and beverages.
- clean all items and areas used including Commons Area tables.

- **Non-Church Events**

Use of the kitchen for non-church activity is subject to approved fee structure. Such use and division of responsibility must be approved by the Operations Director and/or Executive Pastor. Supervision and potential fees will be required for use of kitchen area.

- **Personal Staff Use**

Staff are required to clean up after any personal use of the kitchen.

FACILITY USE FEE SCHEDULE

Fee Structure

Fees may not be charged for all Legacy sponsored events or organizations. Rental, labor, and reimbursable expenses will be charged as listed below.

<u>Labor Rates</u>	<u>Non-Attender</u>	<u>Member/Attender</u>
Custodial Staff	\$25/hr.	\$25/hr.
Kitchen Supervisor	\$25/hr.	\$25/hr.
Sound / Video Technician	\$50/hr.	\$50/hr.
Wedding Fee (Base)		
Custodial/Sound Tech	\$300	\$300
Refundable Deposit	\$200	\$200
Building Rental Fee	\$500	\$0
Pastor Fee	\$300	Couples discretion
Funeral Fee (Base)		
Video Tech	\$150	
Sound Tech	\$150	

<u>Property Rental</u>	<u>Non-Attender</u>	<u>Member/Attender</u>
	Half Day/Full Day	Half Day/Full Day
Community Rooms	\$100/\$200	\$25/\$50
Kitchen	\$125/\$250	\$30/\$60
Gathering Area	\$200/\$400	\$50/\$100
Sanctuary	\$250/\$500	\$60/\$120
Kids Wing	\$250/\$500	\$60/\$120
Student Wing	\$250/\$500	\$60/\$120

➤ Half day is up to four hours; full day is more than four hours.

Reimbursable Expenses

Users must reimburse Legacy for significant use of supplies and materials.

Honorariums

Wedding / Funeral honorarium for pastor or musician is paid directly to Pastor & Musician.

Other Expenses

Users may be charged for excessive cleaning and all damage to property or equipment during use.

Note

The Operations Director and/or Executive Pastor reserve the right to refuse use of Legacy building, property, and equipment as they feel is in the best interest of Legacy UMC.

FACILITY USE – USE STIPULATIONS

Legacy United Methodist Church practices Radical Hospitality to all who enter the facility. With that in mind, however, Legacy asks all those who use the facility to act responsibly and respectfully. Users are required to comply with the following stipulations.

- Facility use is available on a first come first serve reservation basis.
- Legacy staff will determine extent of labor required for use.
- Users must reimburse Legacy for any property damaged caused by use.
- Use of property must be accompanied by Legacy staff as outlined in user agreement.
- Rental rates are payable to Legacy United Methodist Church.
- Labor costs are paid directly to assigned staff.
- All fees must be paid prior to use of facility.
- Unless otherwise approved, all Saturday events must conclude by 7:00 pm.
- Alcoholic beverages are **not** allowed on church property.
- Legacy is a smoke free facility.
- With the exception of service animals, pets and animals are not allowed in the building.
- A pre-use conference may be required with the Operations Director and/or Executive Pastor.

Facility Use Agreement

Name of User / Group:

Address of User / Group:

Contact Information: Name:

Phone:

Email:

Date:

Time:

Purpose:

Fees**Labor Rates:**

Custodial Staff _____

Kitchen Supervisor _____

Sound Technician _____

Video Technician _____

Property Rental:

Community Rooms _____

Kitchen _____

Gathering Area _____

Sanctuary _____

Kids Wing _____

Student Wing _____

Total _____

Deposit _____

I agree to abide by all use stipulations required by Legacy United Methodist Church. I agree to pay all fees listed above, any excessive cleaning expenses that may occur and for all damages to property or equipment during use.

Signature: _____

Date: _____

Approved: _____

Date: _____



Equipment Rental/ Lease Agreement

This agreement made on the _____ day of _____, 20_____, by and between _____, hereafter called Renter, and

LEGACY UNITED METHODIST CHURCH, of 4600 Durango Dr. Bismarck, ND 58503, hereafter called Owner. Collectively referred to as, Parties.

RENTER and OWNER, for the consideration hereafter named, agree to the following:

Under the General Condition of this Lease, OWNER hereby leases to RENTER all equipment named and identified in the following, **List of Equipment**, for use at such location and at such rental rate for such time as is herein stated.

Renter Name: _____
 Address: _____
 Phone: _____
 Location Where Equipment Used: _____

Date of Rental: _____ Date of Return: _____

List of Equipment

Item	Serial Number	Rate
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Note Any Defects to Equipment

RENTAL TERMS AND CONDITIONS

- Operations Director and Executive Pastor are the only Legacy UMC staff authorized to rent/ lease equipment and sign EQUIPMENT RENTAL/ LEASE AGREEMENT.
- The RENTER shall keep and maintain the rented equipment during the terms of the rental at their own cost and expense and shall keep the equipment in a good state of repair, normal wear and tear excepted. The Equipment is and shall remain the exclusive property of OWNER.
- The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
- The RENTER shall not remove the equipment from the address of the RENTER, or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.

5. The equipment shall be picked up by RENTER and returned to OWNER at the RENTER's risk, cost, and expense. If a periodic rental rate is charged by OWNER, initial rental charges will remain the same with no additional cost to the RENTER for a period of six (6) months or term of contract, whichever is less. If equipment is not rented or is rented longer than the six (6) months of the period from the time the equipment is pick up by RENTER until its return. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof, and at new rental cost if applicable, until the equipment is returned.
6. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
7. The RENTER shall not modify the equipment in any way that makes permeant or temporary changes to the equipment, damages the equipment, or makes the equipment unsafe to use.
8. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all times and recover the rented equipment.
9. The RENTER shall not pledge or sub-rent the rented equipment in any way or use equipment for any other reason than that detailed in the rental agreement is written for. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filling for protection from creditors in any court of competent jurisdiction.
10. The OWNER makes no warranty of any kind regarding the rented equipment.
11. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
12. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.
13. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.
14. Security Deposit: Prior to taking possession of the Equipment, RENTER shall deposit with OWNER, in trust, a security deposit of \$_____ as security for the performance by RENTER of the terms under this Agreement and for any damages caused by RENTER or RENTER's agents to the Equipment during the Lease Term. OWNER may use part or all of the security deposit to repair any damage to Equipment caused by RENTER or RENTER's agents. However, OWNER is not just limited to the security deposit amount and RENTER remains liable for any balance. RENTER shall not apply or deduct any portion of any security deposit from the last or any month's rent. RENTER shall not use or apply any such security deposit at any time in lieu of payment of rent. If RENTER breaches any terms or conditions of this Agreement, RENTER shall forfeit any deposit, as permitted by law.

SIGNED:

RENTOR

OWNE

