

Donegal Presbyterian Church  
1891 Donegal Springs Road  
Mount Joy, Pennsylvania 17552  
(717) 653-1943, fax (717) 653-1352

### **Church Facility Use Policy & Agreement**

#### **Use Policy**

1. Religious Services: The Pastor, Staff and facilities of the church are available to members of the church and their children for weddings and funerals, as arranged by the Pastor. They are also available to non-members of the church on a special privilege basis. Fees and policies for weddings are set forth in detail in the document entitled "Wedding Policies and Fees" which is available at the church office. Wedding receptions are covered by this policy document. Members pay no facility fees for religious services.

2. Non-Profit Organizations: The buildings and grounds shall be available to private groups or non-profit organizations whose purpose shall be to provide educational, social and cultural activities for the church and/or community. Availability shall be determined by the Church Office. Preference regarding use of any area of the building or ground shall be given to members of Donegal Presbyterian Church or its various organizations. In the event a church program is scheduled which conflicts with a previously scheduled non-church program, the church program may be given priority and the parties given timely notice to allow rescheduling or relocation. In the case of a long term use, a separate lease agreement will be negotiated.

3. Uses Not Permitted: Use of church facilities by profit making enterprises and partisan political groups is not permitted without special approval by Session. Fees may be set for such use equal to the fair commercial rental value of the premises, and considering direct and indirect expenses.

#### 4. Conditions Applying to All Uses:

- a. The facility to be used will be opened and closed by the Sexton or church member.
- b. Consumption of alcohol and use of tobacco products is prohibited.
- c. The work and programs of the church and its members will be given priority in scheduling use of the facilities.
- d. Persons leasing or using the church on a regular basis should provide a Certificate of Insurance which lists Donegal Presbyterian Church as an additional insured.

#### 5. Fee Schedule: The following Fee Schedule is established for use in connection with this Policy.

a. Fellowship Hall	\$675.00 (includes Sexton for 2 hours)
b. Sanctuary	400.00 (includes Sexton for 1 hour)
c. Sunday School Rooms	35.00
d. Kitchen	125.00
e. Grounds	675.00 (includes Sexton for 2 hours)
f. Sexton	17.00 per hour
g. Security Deposit	250.00 (An evaluation will be made following the event and the security deposit, or a portion of it will be returned within fourteen days.)

The Session may, in consultation with the Pastor, waive any of the forgoing fees when it is deemed that the individual or organization requesting the use is of limited means so as to make payment of fees a hardship, or where fees should be waived in the interest of community service.

**Use Agreement**

Name \_\_\_\_\_ (Renter)

Address \_\_\_\_\_

Telephone: home \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

Rental Date \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_  
 (month/day/year) (hour am/pm) (hour am/pm)

<u>Facilities to be used (non wedding)</u>	<u>Fee</u>
____ Fellowship Hall	\$ _____
____ Sanctuary	\$ _____
____ Sunday School Rooms	\$ _____
____ Kitchen	\$ _____
____ Grounds	\$ _____
____ Sexton ____ hours @\$17.00/hr	\$ _____
____ Security Deposit	\$ _____
____ Other	\$ _____
Total	\$ _____

Total Rental Fees (non-wedding) due upon receipt of this signed agreement.

1. The above stated fee(s) shall entitle Renter to the use of the Donegal Presbyterian Church facilities referenced above on the rental date. Notice is required for advance decorating before the rental date.
2. Table and chair arrangements requested by the Renter shall be set up and dismantled by Donegal Presbyterian Church staff. Church tables and chairs are for inside use only.
3. The Renter's use of Church facilities shall be limited to the areas (including restrooms) in this Use Agreement. Renter and quests shall not have access to the remainder of Church facilities.
4. No decorations may be used which damage the walls, ceilings, floors or other church property. Any decorations added by the Renter shall be removed by the Renter.
5. The Renter is required to remove all possessions from the Church immediately following the event.
6. All trash must be removed by the Renter. No food or beverage shall be left in the refrigerator.
7. Kitchen: All dishes, cookware, flatware, glassware and etc used shall be washed, sanitized and returned to their original location by the Renter. Dishwasher instructions are located at the dishwasher. Disposable cups, plates and flatware are to be supplied by Renter. All surfaces in kitchen shall be left as found.
8. In no event shall any function continue beyond 9:00 PM.

9. The Church will not be liable for personal injury, property damage or loss resulting from Renter's use of the facilities.

10. In the event the Church facilities should become unusable for any reason on the rental date, the Church's liability to Renter shall be limited to a refund of the use fee paid.

11. THE ATTACHED INDEMNIFICATION AND HOLD HARMLESS AGREEMENT HAS BEEN READ BY RENTER AND IS MADE A PART OF THIS AGREEMENT.

12. In the event of cancellation, the Church requires thirty (30) days written notice for the full use fee refund. Use fees paid prior to such cancellation shall be refunded.

13. A Twenty Five Dollar (\$25.00) service charge shall be assessed for any check returned for insufficient funds.

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

\_\_\_\_\_  
(Renter)

\_\_\_\_\_  
(Renter)

By: \_\_\_\_\_  
For Donegal Presbyterian Church

**Indemnification and Hold Harmless Agreement**

I (Renter) have leased a portion of the premises at 1891 Donegal Springs Road, Mount Joy, Pennsylvania known as the Donegal Presbyterian Church (“Church”), for a limited period to use for my special event.

I understand that I should have insurance in the event I am sued or the Church is sued for anything arising out of my (our) use of the premises.

I agree to be responsible for all claims, expenses and costs arising from the use of the premises and agree to indemnify and hold the Church harmless with respect to any such claim, except where the claim involves any act of omission or any malfeasance on the part of the Church or its employees, or except where there is a loss due to an act of God or any other circumstances beyond the control of Renter.

For any claim for which I have agreed to be responsible, I will provide the Church with a complete defense and pay any and all attorneys’ fees if a claim or lawsuit arises out of the use of the premises, or pay any out of pocket costs incurred by the Church, if Church is required to hire an attorney to defend any such claim

I certify that I either have insurance to cover all potential liability under this Agreement or at least have been advised that I should obtain such insurance, at my cost, which policy or policies would so provide me with a defense and pay all of my attorneys’ fees and costs.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, successors, assigns and personal representatives.

Where the context requires, the singular shall include plural and the plural shall include the singular and the masculine gender shall include the feminine.

I intend to be legally bound by this agreement.

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

\_\_\_\_\_  
(Renter)

\_\_\_\_\_  
(Renter)

By: \_\_\_\_\_  
For Donegal Presbyterian Church