BUILDING USE POLICIES
Kirkwood United Church of Christ

(Non-Ministry Functions Other Than Weddings)
KUCC desires to cooperate with church members and other ministries with a similar purpose. In addition, the Executive Board of KUCC has a responsibility to be good stewards of the property of the church.

This policy summarizes general guidelines for use of the KUCC buildings and associated equipment ("church building" or "building use") for non-ministry functions.

*Use of the church building for weddings is described in a separate document.

To assist KUCC members and others with understanding when the KUCC building can be used for non-ministry functions, the Executive Board has developed the following guidelines:

Building Use Priorities

1. KUCC ministry functions have priority. Use of the buildings for non-KUCC functions cannot supersede a KUCC function. Conflicts will be resolved by the KUCC Executive Board with no warranty of date availability expressed or implied, unless a written agreement has been signed. The KUCC Executive Board reserve the right to decline building use by any group and for any reason.

2. KUCC family life functions - The church buildings are generally available to KUCC members to celebrate special events in the life of church members (e.g., anniversary, graduation, birthdays, BBQ's), providing the dates are available on the church calendar and the use is approved by the KUCC Executive Board. The Building Use Principles below are applicable to family life functions, although a Building Superintendent, use fees, written agreement, and insurance may not be required.

3. KUCC members providing a service to other KUCC members - The church buildings may be available to members to provide a service to other members, providing the dates are available and the use is approved by the KUCC Executive Board. The Building Use Principles below are applicable to these events.

4. Functions that are sponsored by a member of KUCC and open to general public - The church buildings may be available for members to sponsor non-ministry events that are open to the public, providing the dates are available and the use is approved by the KUCC Executive Board. The Building Use Principles below are applicable to these events.

5. Functions for other non-profit organizations - The church is not generally available to non-KUCC organizations. In select cases, the church buildings may be available to other organizations, providing the dates are available and the use is approved by the KUCC Executive Board. The Building Use Principles below are applicable to these events.

Building Use Principles

1. Non-ministry functions require some oversight by a KUCC Trustee. A KUCC Trustee or delegate will be responsible for opening and closing the building for the function. The organizers of the event shall be responsible for the conduct and control of all participants and for providing adequate adult supervision during the use of the facility. A responsible adult associated with the function will be in charge of children at all times. Due to supervision concerns, the designated adult must arrive with or before participants. A responsible adult associated with the function will admit all participants into the building and make sure the door is closed securely behind them. Groups will remain in the approved areas only and will not venture into any other areas.

2. Use fees. The building use fee will be required based on the duration of the event and the amount of the facility and equipment being used for the function (see attached Use Fee Schedule). A separate building use deposit will be collected before use and returned upon satisfactory condition of the building. Start and end times will be strictly adhered to, or overtime charges will be assessed at a minimum of one hour or actual time, whichever is greater.

3. Application Process. The church schedule must be checked with the church adMinister for building availability. The church schedule must be available and permission for the building use must be requested in writing from the KUCC Executive Board and submitted to the church office for KUCC Executive Board approval. Specific dates and start/stop times must be identified.

4. Written agreement. A written license agreement for use of the church building must be completed. The license agreement and use of the church building and other property does not convey any interest in the property to the user. Proof of liability insurance and written indemnification must be provided by any group that is charging admission for an event at KUCC at least one week in advance of the scheduled function. Building use is considered on a per event basis and can be cancelled at any time by the KUCC Executive Board.

5. Equipment use. All equipment and/or furnishings to be used during the event shall be identified in the approved license agreement. KUCC equipment usage shall be limited to the terms of the license agreement. Use of the audio/visual equipment is not allowed without the direct operation and oversight by a KUCC-approved technician.

6. Building Cleaning. The building and associated furnishings and equipment must be left in the same condition as before the event or cleaned or replaced/restored (if damaged) by the responsible party using the building, unless other arrangements are approved in writing by the KUCC Executive Board. No smoking is allowed in the building. Any event that includes food will be required to pay a janitorial fee.

7. Storage. No storage is allowed in the building unless arrangements are approved in writing by the KUCC Executive Board. These guidelines (i.e., priorities and principles) are intended to provide the format for non-ministry use of the church building. However, not all building uses can be anticipated or may fit these guidelines. The Executive Board reserve the right to review each request on its merits and to approve or not approve any use of the church building for any purposes. The KUCC Executive Board may waive one or more of the obligations above on a case-by-case basis, considering the type and size of function.

8. Alcohol. The organizer of any event where alcohol is served must provide KUCC with

their temporary permit at least one week prior to the event. Any event where alcohol is served must hire private security from KUCC's list of approved police officers.

9. Considerations. Climate control will be set at a predefined level unless other arrangements are approved in writing by the KUCC Executive Board. Any event with greater than 75 attendees must hire private security from KUCC's list of approved post-certified officers.

Schedule of Fees

Building Space	Capacity	Hourly Rate	Hourly Minimum
C**hurch Building**	300 persons	$150	2
Sanctuary/Gathering Grounds	250 persons	$100	2
Education Wing (Currently not available)	40 persons	$75	1
Church House	40 persons	$100	2
Kitchen	N/A	$50	1
Front Room (Currently not available)	8 persons	$25	1
Great Room	30 persons	$25	1

Notes:
1. Rates are subject to change without notice.
2. Security Deposit is equal to ½ of rental fee. Fee is refundable one week following event.
3. Janitor Fee is $75 for any event that includes food.

A/V Fee is $100 for first 2 hours and $25/hour for each additional hour.

APPLICATION FOR TEMPORARY USE OF SPACE
Kirkwood United Church of Christ

This Application must be completed for consideration of temporary use of space at Kirkwood United Church of Christ (KUCC). All building use is only upon the approval of the KUCC Executive Board. The Executive Board reserve the right to review each request on its merits and to approve or not approve any use of the church building for any purposes, as determined based on specific circumstances. The KUCC Executive Board reserve the right to decline building use by any group and for any reason.

Organization Name: _____

Responsible Party: _____
Address: _____
Telephone: _____ Email address: _____
Website: _____

Sponsoring KUCC Member (if applicable): _____

Purpose of Function: _____
_____

Type of function: _____ # of attendees: _____

Open to KUCC Community? __ Y __ N Wider Community? __ Y __ N

What space is required? (Circle all that apply)
Church Building Church House
Sanctuary Kitchen Worship Room
Education Wing Great Room Nursery

Date(s) of Event From:_____ To:

Additional Requirements: (Circle all that apply)
A/V Police Janitor

LICENSE AGREEMENT FOR TEMPORARY USE OF SPACE

This License Agreement (“Agreement") is between Kirkwood United Church of Christ (“KUCC”) and the undersigned licensee (“Licensee”). KUCC and the Licensee hereby agree as follows:

1. Property Description: In consideration of the agreements contained here and the fee provided here. KUCC grants to Licensee a limited, non-transferable license for the temporary use and occupancy of the KUCC-owned facility.

2. Use of Premises: Licensee shall use the premises for the purpose and the time period specified below. Licensee warrants that the proposed use will comply with State and Federal laws, DeKalb County and City of Atlanta ordinances, and all KUCC rules, guidelines, and instructions pertaining to the use and occupancy of the premises. Licensee shall exercise due care and diligence in the protection of the premises and shall not make or allow waste or damage thereto. The Licensee shall not exceed the stated capacity for any room in the KUCC building. KUCC has made no determination about the legality of the Licensee's proposed use of the premises.

3. Consideration: Upon execution of this Agreement Licensee shall pay the Fee specified below. In the event of a change in condition of the premises between the time of inspection and the time the premises are to be used by the Licensee, or in the event of an interruption in the use of the premises caused through no fault of the Licensee, the fee hereinafter provided or a pro-rated portion thereof shall be refunded to the Licensee. IN SUCH EVENT THE MAKING OF A REFUND SHALL BE THE SOLE LIABILITY OF KUCC. KUCC SHALL NEVER BE LIABLE FOR THE INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR ANY PERSON RELATED THERETO ON ACCOUNT OF ANY BREACH BY KUCC OF THE TERMS OF THE AGREEMENT.

4. Utilities: Subject to the availability of the supply, KUCC shall furnish utilities to the premises, provided however, it is understood and agreed that KUCC shall not be liable to the Licensee or others for any loss or damages due to interruption of or failure, for any reason, to furnish utilities.

5. Building Trustee: A KUCC Trustee or delegate will be responsible for opening and closing the building for the function.

6. Cleaning: Licensee shall clean the building and associated furnishings and equipment to leave in the same condition as before the event. Food and beverage use shall be restricted to the kitchen and fellowship hall dining room unless other arrangements are approved in writing by the KUCC Executive Board. No smoking will be allowed in any of the buildings.

7. Damage to Premises: In the event of the destruction, loss, removal of or damage to the premises caused by negligence or willful act of the Licensee or its invitees, the Licensee shall immediately notify KUCC and repair or replace such property; provided, however, that if the premises are destroyed in whole or in part by fire, the Licensee shall be liable for damage only if the fire was caused by the fault or negligence of the Licensee or its invitees.

If the Licensee fails or refuses to repair or replace damaged property as herein provided, KUCC may accomplish the necessary repair or replacement and the Licensee shall pay the reasonable cost thereof.

8. Deposit: In its discretion, KUCC may require the Lioensee to pay a deposit which may be applied in whole or in part in deduction of liability incurred by the Licensee under the terms hereof. If liability, cost or expense to KUCC has not been caused directly or indirectly by the Licensee, the deposit shall be returned at the expiration of the terms provided hereunder.

9. Indemnity: The Licensee acknowledges that an inspection of the premises will be made in order to ascertain that the premises are in a good and safe condition for the use contemplated hereunder and will accept the premises in “as is" condition without warranty, express or implied. The Licensee shall save harmless and indemnify KUCC, its officers, agents, and employees from any and all losses, liabilities, inquiries, and claims arising out of the Licensee's use and occupancy hereunder except claims for injuries to persons or damage to the property caused by the gross negligence or willful misconduct of KUCC, its officers, agents, or employees. LICENSEE DOES BY THIS INDEMNITY, INDEMNIFY KUCC FOR KUCC'S MERE NEGLIGENCE. In no event shall KUCC ever be liable for any breach by KUCC of this Agreement for an amount in excess of the total fee to be paid pursuant to Section 12 hereof.

10. Termination: This License Agreement may be canceled by the Licensee upon written notice to KUCC at least 24 hours prior to the date of the scheduled use given below. No refund of fees or deposit will be made if cancellation occurs less than 48 hours prior to the date of scheduled use. In its sole discretion, KUCC may cancel the reservation if all fees and deposits have not been paid one week prior to the date of scheduled use given below.

11. Schedule and Fees: See Attachment A.

12. Miscellaneous: This agreement shall be governed by and construed in accordance with Georgia law. This Agreement is not transferable or assignable by Licensee.

The parties to this License Agreement have agreed on _____.

Kirkwood United Church of Christ
100 Rogers Street
Atlanta, Georgia 30317
Signed:

Name:_____

Title: _____

Licensee (Organization)

Signed: _____

Name:_____

Title: _____Telephone: _____