

FACILITY USE POLICY

Millville Church of the Nazarene

Purpose Statement

The facilities of Millville Church of the Nazarene (Church) exist by God's provision through the sacrificial generosity of its members, attenders and donors. The Church desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally open to the public, on occasion the Church makes its facilities available to approved non-commercial/non-profit groups as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the Church's faith or moral teachings, which are summarized in, among other places, the Bible, the Nazarene *Manual* and other written policies of the Church. Nor may Church facilities be used for activities that contradict, or are deemed inconsistent with, the Church's faith or moral teachings. The Governing Board is the final decision-maker concerning use of Church facilities.

This restricted facility use policy is necessary for two important reasons. First, the Church may not in good conscience materially cooperate in activities or beliefs that are contrary to its sincerely held religious beliefs as set forth in the Bible, the Church's Articles of Incorporation, the Nazarene *Manual* and other written policies of the Church. Allowing its facilities to be used for purposes that contradict the Church's sincerely held religious beliefs would be material cooperation with that activity, and would be a grave violation of the Church's faith and religious practice. (II Cor. 6:14; I Thess. 5:22.)

Second, it is very important that the Church presents a consistent message to the community, and that the Church staff and members conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to the Church's faith would have a severe, negative impact on the message that the Church strives to promote. It could also cause confusion and scandal to Church members and the community because they may reasonably perceive that by allowing use of the Church's facilities, the Church agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance or advocate beliefs, or advance, advocate, or engage in practices that contradict the Church's sincerely held religious beliefs as set forth in the Bible and the above-mentioned governing documents, use any Church facilities. Nor may Church facilities be used in any way that contradicts the Church's faith. This policy applies to all Church facilities, because the Church sees all of its property as set apart for service to God. (Col. 3:17)

Approved Users and Priority of Use

The Governing Board or its official designee must approve all uses of Church facilities. Generally, priority shall be given to Church members, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the Church. Church facilities and equipment will be made available to other outside persons and groups meeting the following qualifications:

Groups or persons seeking facility use must affirm that their beliefs and practices and planned uses of the facilities are not contrary and/or hostile to the Church's faith and practice as set forth in the Bible and the aforementioned governing documents.

The groups or persons seeking facility use must submit a Facility Use Request form as well as the Rules for Use of Church Facility form. Said forms may contain additional requirements and terms.

The groups or persons seeking facility use must be willing to take responsibility for the facilities' equipment used and must agree to abide by the Church's rules of conduct for facility use, as stated in the Rules for Use of Church Facility.

Fees

Fees for use of the Church's facilities are set forth in the Facility Use Request Form. These fees may be amended at any time.

Facility Use Rules

Rules relating to use of the Church facilities are set forth in the Rules for Use of Church Facility form.

Insurance

Requirements for insurance are set forth in the Rules for Use of Church Facility form.

RULES FOR USE OF CHURCH FACILITY
Millville Church of the Nazarene
2201 E. Main St., Millville, NJ 08332

1. USE OF PREMISES. Only User Groups/Individuals which can comply with the Church Facility Use Policy (attached hereto) and these Rules are eligible to use Millville Church of the Nazarene facilities. By signing these Rules for Use of Church Facility, you represent and agree that the User Group/Individual does not hold, advance, advocate or engage in practices that contradict the Church's religious beliefs as set forth in the documents referenced in the Facilities Use Policy. Further, you agree to follow these rules when you utilize the facilities.

2. PUBLIC SAFETY/and RESTRICTED PRACTICES: User Group agrees not to permit any act or practice that violates any governmental law, ordinance, fire or safety regulations (anything detrimental to public safety). Additionally, any practice that would be injurious to the building or the reputation of Millville Church of the Nazarene (such determination shall be at the sole discretion of Millville Church of the Nazarene Church).
Examples:

- A. No drugs, alcohol, animals, or gambling shall be allowed in building or on grounds.
- B. Smoking is prohibited throughout the building, including restrooms.
- C. There will be no use of the facility on Sunday.
- D. No occupancy by more persons than the facility can safely accommodate, (Maximum occupancy sanctuary seating 200).
- E. Any practices that would be inconsistent with the beliefs of the Church of the Nazarene.

3. RESTORATION/DAMAGE: User Group agrees, at its expense, to restore the building to the original condition prior to occupancy including any damages to the building or fixtures. This will include a fee for cleaning.

4. SUPERVISION: User Group agrees to provide qualified adult supervision in proper numbers, especially for youth and children's groups. Where supervision is required by Millville Church of the Nazarene, custodial or otherwise, it will be provided at User's expense at a specified fee.

5. UTILITIES: Unless otherwise specified, Millville Church of the Nazarene will provide all utilities.

6. LIABILITY: User Group agrees that Millville Church of the Nazarene will not be held liable for property damage or personal injury occurring on Church's premises. User Group agrees to protect, indemnify, save and hold harmless Millville Church of the Nazarene from any and all claims, demands, and causes of action due to any loss, damage or injury, including death to persons or property arising directly or indirectly from or in connection with use of the premises

provided and caused by the intentional act or acts or the negligent acts or omissions of User Group or its agents, servants, employees, or invitees. If any action or proceeding is brought against Millville Church of the Nazarene by reason of any claim arising from such damage, loss, or injury, as noted above, User Group agrees to defend Millville Church of the Nazarene from the action or proceeding.

7. INSURANCE: User Group, at its sole expense, shall PURCHASE AND MAINTAIN throughout the term of agreement, insurance against liability for bodily injury (including death) in the amount of \$1,000,000.00, and for property damage on the premises in the amount of \$500,000.00 pertaining to the use of the facility described in this Agreement. A Certificate of Liability Insurance indicating the Millville Church of the Nazarene as the Certificate Holder and stating that the certificate holder is recognized as the additional insured shall be provided at least 10 days prior to occupancy to be approved by the Church.

8. RIGHT OF ENTRY: An authorized representative of Millville Church of the Nazarene has the right to enter and inspect the premises at any time and to enforce the agreement.

9. SECURITY DEPOSIT: User Group agrees to pay the Security Deposit established by Millville Church of the Nazarene prior to occupying the premises. The deposit shall be held against any damage caused by User Group and returned within 10 days following occupancy upon satisfactory inspection.

10. USE OF EXTERIOR: Unless otherwise agreed to, there will be no use of the exterior of the premises except for roadways, parking, and walkways.

11. REMEDIES FOR DEFAULT: If User Group fails to meet the terms and obligations of the Agreement for any reason, this Agreement may:

- A. Terminate, effective immediately
- B. Allow Millville Church of the Nazarene to retain entire Security Deposit

12. COMPLIANCE: User Group is not only to comply, but to insist on compliance from all invitees and visitors regarding the attached regulations.

13. NO ASSIGNMENT/SUBLETTING: User Group agrees not to assign or sublet premises under this Agreement.

14. ENTIRE AGREEMENT: This Agreement, and referenced exhibits, represents the complete agreement between Millville Church of the Nazarene and the User Group.

15. CANCELLATION: This Agreement may be cancelled by either party within 30 days by written notice.