



WILLIAMSBURG
UNITARIAN
UNIVERSALISTS

POLICY FOR USE
OF
CHURCH PROPERTY AND FACILITIES



Policy approved August 16, 2004

WUU Facilities Use Policy

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POLICY FOR USE OF CHURCH PROPERTY AND FACILITIES

Williamsburg Unitarian-Universalists
3051 Ironbound Road
Williamsburg, VA 23188

I. Introduction

This document serves to establish the official policy governing the use of Williamsburg Unitarian-Universalists' (WUU) property and facilities. This policy becomes effective as of the date of formal approval of this policy by the Board of WUU.

II. Purpose

Church property and facilities are intended for use primarily for functions of the WUU. The WUU recognizes, however, that its ministry to its members and to the community-at-large is enhanced through a use of its facilities. Accordingly, the use of WUU facilities by other religious, charitable, cultural, educational and character-building organizations - as well as by individuals - is permitted, provided such use does not interfere with normal Church functions nor violate WUU principles and purposes. This document sets forth the policies, procedures, responsibilities and terms of agreement relating to the use of WUU property and facilities.

III. Authority for Establishment of Policy

The authority for the formal establishment of a policy for the use of WUU property and facilities belongs to the Board of WUU. Proposals for policy changes should be directed in writing to the Board and should state specifically the policy proposal.

IV. General Policy

A. Non-Discrimination

The WUU and the UUA are committed to principles of tolerance and social justice. The WUU does not permit or condone discrimination on the basis of age, gender, race, color, national origin, ethnicity, sexual orientation or disability. No group shall be permitted the use WUU facilities that use these categories as a basis for discrimination in its membership or for participatory restriction in the events to take place at WUU facilities. Special consideration may be given to bona fide youth groups whose membership is otherwise open, and to bona fide organizations seeking social justice for its members whose goals, methods or objectives are not otherwise in conflict with the Unitarian Universalists Association (UUA) or WUU principals. In applying for use of WUU facilities, a group certifies that it is cognizant of, in compliance with and will observe this policy.

B. Definitions

1. WUU Groups

WUU Groups are considered to be organizations from within and/or that are sponsored by the WUU. These internal organizations include The Board of the WUU, Clusters, and organized committees of the WUU. Groups consisting of no less than 25% WUU pledging members will be considered as WUU Groups. Such groups must fall in the not-for-profit category.

WUU Facilities Use Policy

2. Non WUU Groups

Groups and organizations that are not associated with the WUU.

3. Not-for-Profit

Charitable and community service organizations.

4. For Profit

Profit-motivated activities. Fund raising projects conducted by organizations from within the WUU are not considered "profit-motivated."

C. Use of Facilities

The WUU encourage the full utilization of its facilities by organizations from within and/or that are sponsored by the WUU. These activities include worship services, religious education activities, social and fund-raising events, administrative functions (Board and Committee meetings), etc. These and similar activities shall have first priority for the use of WUU facilities.

The WUU encourages the use of its facilities for charitable and community service organizations to the extent that such activities do not conflict with normal church functions or with Church group activities.

WUU facilities are generally not to be used for profit-motivated activities, although "for-profit" groups and organizations may use the facilities for other purposes. The facilities may only be used for profit-motivated activities after approval is granted following a Board review.

D. Official Calendar

The Church Administrator shall maintain an official master calendar of scheduled events and activities at WUU facilities. This calendar shall be maintained at the church office. This is the only official WUU-wide schedule and will include all routine and repetitive functions and activities as well as special events.

E. Application Procedures

1. WUU Groups

Should advise the Church Office of their regular meeting dates and/or other requirements for space or facilities, effective September 1st of each year, so that dates and space assignments may be entered on the church calendar.

2. Non-WUU Groups

Must complete the attached "Application for Use of Church Facilities by Non-WUU Groups" and submit it to the Church Office for action by the appropriate authority. Applications should be submitted as soon as practicable and, in the case of an application for extended use should be made at least six (6) weeks in advance of such intended use. SEE APPENDIX A

3. Restrictions on Advance Reservations

No group or individual may reserve Church facilities more than eleven (11) months in advance of the event date.

WUU Facilities Use Policy

F. Approval Authority

1. WUU Groups

The use of Church property and/or facilities for routine Church functions and for use by individual members and WUU Groups shall be scheduled by the Church Administrator on the Church calendar: As a general rule, after routine Church functions have been scheduled, requests by individual members or WUU groups for the use of Church facilities will be scheduled on a "first come, first served" basis. In the event of conflicting requests, an effort to resolve such conflict shall be made by the leaders of the groups involved, taking into consideration factors such as each group's ability to reschedule its program or activity for another date or time and the suitability and availability of alternative facilities. In the event such effort to resolve the conflict is unsuccessful, the Board of WUU or its designee will resolve the conflict.

2. Non-WUU Groups

The Board of WUU, or its designee must approve applications for the use of WUU property or facilities by non-WUU Groups.

G. Requirements, Responsibilities and Restrictions

1. Liability for Personal Injury or Loss

The Williamsburg Unitarian- Universalists do not assume responsibility for personal injury, property damage or loss of any kind suffered by anyone associated with non-WUU Groups using its facilities.

2. Care of Property

All individuals and organizations, whether church related or not, assume responsibility for the proper use and care of WUU property. Users assume liability for damage and must report such damage to the Church Office within 24 hours after its occurrence. After the Church determines the cost to repair damage, the responsible person or organization will be billed for such cost, normal wear and tear excepted. Decorations must be completely removed immediately following the activity unless otherwise agreed at the time the activity is approved. The use of tape or adhesives of any kind, nails, pins or tacks on walls are prohibited.

3. Person-in-Charge

Every organization or group using WUU facilities shall designate an adult member as the "person in charge" and shall inform the Church Administrator as to the identity of, such individual and how he/she may be contacted. The person in charge is responsible for seeing (a) that a sufficient number of supervising persons are available to maintain good order and discipline during the group's use of church facilities, and (b) that members of the group remain in the approved area of the church only. In addition, he/she should be at the place of the scheduled meeting or activity at least 15 minutes in advance of such meeting or activity and should remain at the church following such meeting or activity to see that everyone has left the church facilities and that everything is in order before leaving. Among other things, the person in charge should see that:

- All equipment and furniture are returned to their proper place;

WUU Facilities Use Policy

- All trash and garbage is picked up and placed in appropriate containers;
- All equipment or property belonging to the group is stored in its assigned place (only WUU Groups will have assigned space);
- Appropriate lights are left on;
- All vehicles are parked in designated areas only;
- All doors and windows are closed;
- Review Appendix B: Kitchen Use Policy has been made;
- If the use of the Baldwin Grand Piano has been requested, Appendix C: Baldwin Grand Piano Use Policy has been complied with; and,
- A follow up evaluation is completed and submitted it to the Church Administrator.

4. Personal Conduct

All persons and groups using church facilities shall be restricted to the areas(s) requested and approved for use and shall comply with the following rules:

- Smoking (indoors), firearms, obscene language, illicit drugs, fireworks and disorderly conduct are prohibited.
- Running or shouting is not allowed in the sanctuary, hallways or classrooms.
- No animals are permitted indoors except for seeing-eye dogs and similar canine assistants.
- The use of alcoholic beverages not associated with religious activities is permitted subject to compliance with applicable Virginia ABC laws and regulations.

H. Special Provisions

1. Change of Meeting Dates

Times and/or Locations. The WUU reserve the right to cancel or change meeting dates, times or locations up until 60 days prior to the scheduled meeting date, at which time the reservation may be considered firm. In an emergency, the Church may cancel the use of the facility without prior notice.

2. Violation of Policies

Violations of the rules and policies for use of Church property and facilities may be cause for denying or revoking permission for such use at any time prior to or during the scheduled event.

3. Insurance

Non-WUU Groups using WUU facilities shall be responsible for the care and safety of their members and guests and for the security and protection of their own equipment and property against loss or damage. In addition, non-WUU Groups requesting use of

WUU Facilities Use Policy

Church facilities may be required to furnish evidence of public liability insurance. If insurance is required, the WUU shall be named as an additional insured under such policy and a Certificate of Insurance evidencing such insurance shall be furnished to the Church Office upon approval of the group's application. In any situation wherein the need for insurance coverage is not clear, the Church's insurance agency shall be consulted.

Non-WUU organizations requesting Church facilities for an extended period of substantial use shall furnish evidence of Public Liability Insurance in amounts of not less than \$500,000 combined single limit.

The Williamsburg Unitarian-Universalists shall be named in the policy as an Additional Insured and a Certificate of Insurance shall be furnished the Church Office following approval of the application.

4. Indemnification

Non-WUU Groups and individuals using WUU property or facilities agree to indemnify the WUU for any and all liabilities and legal actions taken against the WUU, its officers, members or employees on account of the activities of that group or individual.

5. Youth Groups

All youth groups must be chaperoned and supervised by adults at the rate of no less than one adult per ten minors, but in no event by fewer than two adults.

6. WUU Representative

The WUU reserves the right to have a designated representative of the WUU present on-site whenever a non-WUU group or private individual is using WUU facilities.

I. Donations for Use

1. WUU Groups

No donations will be requested for the use of facilities or equipment by WUU members in good standing or WUU Groups, except for Private Functions (as defined below).

- Weddings and funerals for WUU members and their immediate families (children and parents) will only be assessed a \$75.00 custodial fee. Otherwise, the use of the facilities is free to members for such purposes.

2. Non-WUU Groups

A schedule of levels of requested donations for the use of WUU facilities by non-WUU Groups is set forth in the attached Appendix D. If the group is a charitable or community service organization, all donations may be declined at the discretion of the Board or its designee.

The level of donations requested from groups or individuals scheduling Church facilities for long-term use shall be subject to discussions between representatives of the group and the Board of WUU or its designee.

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3. Private Functions

"Private Functions" are activities, such as weddings and receptions, which generally are planned by, and primarily are for the benefit of, a particular individual or small group of individuals and are not usually open to the membership of the church or to the community at large.

Reduction or Waiver of Donations : The Board of WUU or its designee may reduce or decline donations in any situation where they deem it to be appropriate.

APPENDIX A: BUILDING USE REQUEST

Williamsburg Unitarian Universalists
Building Use Request

Date: _____

From: _____ Committee: _____

If any questions contact: _____ phone: _____

Please reserve the: ☐ Sanctuary
 ☐ Multi-Purpose Room
 ☐ Fahs House
 ☐ Parker House
(please put a first and second choice)

For the following event: _____

On the following date(s):

(Please note if a function is ongoing and occurs on a specific day(s) of the month, you don't need to list all dates, just list start & stop dates, for example: Worship Committee meeting. Second Wednesday of every month. Sept - June.)

Time: _____

Space needed at _____ for set up

Start time of function _____

Administrator notes:

APPENDIX B-1: KITCHEN USE POLICY WUU GROUPS

All individuals and groups using the kitchen are subject to these guidelines.

The WUU Kitchen is not a food preparation facility. Food may be re-heated, served, arranged, etc., but must be prepared prior to being brought to the premises.

A. "There is a place for everything and everything goes in its place!"

1. Always wash and dry dirty dishes, pots, utensils, etc.
2. Return washed items to their proper place.
3. Return any other items used (i.e. foil, staples etc.) to their proper place.

B. A sign out sheet will remain in the kitchen at all times.

1. When it is necessary to borrow kitchen equipment (i.e. coffee pot, knife, bowl, etc.) sign name or group, item, date borrowed and returned.
2. Large items such as punch bowls or glass plates to be used off church grounds must be checked out with the Church Administrator.

C. Refrigerator/Freezer space must be kept tidy.

1. Groups leaving items in the refrigerator or freezer must label and date all items.
2. Items will be discarded as necessary.

D. Follow guidelines and instructions posted in the kitchen for operation of stove, or other appliances and for general cleanup.

E. Person in charge must have received instruction in the use of all requested appliances.

THIS INDIVIDUAL MUST BE IN ATTENDANCE WHILE KITCHEN IS IN USE.

APPENDIX B-2: KITCHEN USE POLICY NON-WUU GROUPS

All individuals and groups using the kitchen are subject to these guidelines. A custodial fee of \$20.00 per hour will be charged when necessary due to non-compliance.

The WUU Kitchen is not a food preparation facility. Food may be re-heated, served, arranged, etc., but must be prepared prior to being brought to the premises.

- A. "There is a place for everything and everything goes in its place!"
 - 1. Always wash and dry dirty dishes, pots, utensils, etc.
 - 2. Return washed items to their proper place.
 - 3. Return any other items used (i.e. foil, staples etc.) to their proper place.
 - 4. Remove all non-WUU equipment, appliances, dishes, etc. immediately after the function.
- B. Refrigerator/Freezer space must be kept tidy.
 - 1. No food or beverages may be stored in the refrigerator longer than one day prior to the event at which they will be consumed. Groups leaving items in the refrigerator or freezer must label and date all items.
 - 2. No food or beverages may be left in the refrigerator or freezer after the scheduled event. Items will be discarded as necessary.
- C. Follow guidelines and instructions posted in the kitchen for operation of stove, or other appliances and for general cleanup.
- D. Person in charge must have received instruction in the use of all requested appliances.
THIS INDIVIDUAL MUST BE IN ATTENDANCE WHILE KITCHEN IS IN USE.

APPENDIX C: BALDWIN GRAND PIANO USE POLICY

The Baldwin Grand Piano located in the sanctuary of the WUU church was donated to the church by Genevieve and Michael McGiffert for the enhancement of church services and for use in other functions related to the church's programs. The piano is an instrument of significant beauty and value, and it is incumbent on the church to maintain it in good condition and to protect it from accident. Such action both recognizes the generosity of the donors and assures the church of the use of a fine instrument for many years to come.

The piano is to be available for the following purposes:

- WUU worship services.
- Performance in a WUU-sponsored concert, recital, or other artistic presentation.
- Gatherings of WUU members and friends, such as caroling parties and pot-lucks involving musical entertainment.
- Rehearsals for any of the above.

Use of the piano for any purpose not covered in the above list must be approved in advance by the music committee, to whom a request must be submitted at least seven days before such use (or rehearsal for such use). Requests should be made through the church office.

The piano is to be covered with a protective covering, and the keyboard is to be locked, whenever the piano is not in use. Keys to the locking device will be held by the following:

- The church office
- The church accompanist
- The choir director
- Others who, in the opinion of the music committee, are such regular users of the piano that it is reasonable for them to hold a key. Examples of such would be those who regularly play for services on the Sundays when the accompanist is not engaged.

A list of regulations concerning the use and care of the piano is to be given to every user.

The music committee is to be responsible for overseeing the tuning and other maintenance of the piano. Performers who wish to have the piano tuned outside of the tuning schedule determined by the music committee may, at their own expense and with the permission of the music committee, arrange for such tuning to be performed by a technician approved by the music committee.

This policy was approved by the Music Committee and submitted to the Board on February 16, 2003.

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APPENDIX D: SUGGESTED LEVEL OF DONATIONS

FOR NON-WUU GROUPS AND PRIVATE FUNCTIONS

The following are suggested levels of donation requested for the use of WUU facilities:

Sanctuary	\$300.00
Kitchen	\$ 50.00 (flat rate)
Multi-Purpose Room	\$100.00
Parker House	\$200.00
Fahs House	\$200.00

These rates are for the first 3 hours of use with an additional per hour charge thereafter.

All reservations include access through the foyer and use of the restrooms.

An additional \$50.00 for custodial services will be assessed in each instance the facilities are used. The Church Office will make arrangements for custodial services at special events and advise the scheduling group of any fee.

ADDITIONAL FEES

Ministers' Fees for Weddings (WUU or non-WUU)	\$350.00
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(Above amount is in addition to the building usage fee.)

Musician's Fees for Funerals and Weddings:	Pianist	\$150.00
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Choir Director	\$100.00
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Custodial Fees (unless rental party will fully clean area used)	\$75.00
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Funerals (Non-WUU's)	\$ 350.00
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[This includes the services of the WUU minister for both the funeral and graveside services as well as use of the sanctuary.]

Groups and individuals reserving WUU facilities must supply a security deposit equal to the suggested level of donation for their event at the time of making their reservation. Security deposits are subject to forfeiture if events are cancelled less than 30 days prior to the event or in the cases of damage to church facilities or equipment or other failure to follow rules for the use of church facilities.

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WILLIAMSBURG UNITARIAN UNIVERSALISTS

3051 Ironbound Road, Williamsburg, Virginia 23188

Telephone: (757) 220-6830 Web page: www.wuu.org E-mail: wuu@wuu.org

BUILDING USE AGREEMENT

EVENT DATE(S): _____ TIME REQUESTED: FROM _____ TO _____

(please allow adequate time for setup and take-down/restoration)

TO BE USED BY

Name (sign below): _____ WUU Member: _____ Y / N

Mailing Address: _____ Have used WUU facilities before: _____ Y / N

City, State, ZIP: _____ If so, last date: _____

For Organization: _____ Registered not-for-profit: _____ Y / N

Mailing Address: _____ Proof of Liability Insurance Y / N

City, State, ZIP: _____ Board Approval _____ Date: _____

(Board initial or N/A)

EVENT

Description: _____

Open to public: Y / N

Fund-raiser or for-profit: Y / N

Announced start time: _____

Number of people expected: _____

Food and/or beverages to be served: Y / N

BUILDING USE - check all requested

☐ Sanctuary
(includes chairs & tables)

☐ Fah's House

☐

Other: _____

☐ Kitchen
(extra charge applies)

☐ Multi-Purpose Room ☐

Special equipment (fees may apply): _____

☐ Parker House ☐ Grounds (outside activity)

CHARGES

Additional-fee items: _____

Usage for _____ hours @ \$_____/hour: _____

Additional fees (items listed at right): _____

TOTAL USAGE CHARGE _____ Check # _____ Dated: _____

FACILITY USE DEPOSIT \$100.00 Check # _____ Dated: _____
(to be returned upon satisfactory post-event inspection)

I have received a copy of, and agree to observe the policies and procedures in the WUU Building Use Policy dated August, 2004. I have provided a signed Voluntary Release Form with this Building Use Agreement.

Signature: _____ Date: _____

Phone (daytime): _____

E-mail: _____

Phone (evening): _____

WUU Facilities Use Policy

Mail completed forms and fees to WUU Building Use Coordinator at address above. Make checks payable to "WUU"

APPROVED and fees received by WUU Building Use Coordinator:

Mary Ellen Lloyd _____

Deposit

(757) 220-6830

Key out: _____ In: _____ Inspected: _____ returned: _____

Office@wuu.org Date: _____

VOLUNTARY RELEASE FORM

Assumption of Risk and Indemnity Agreement

The undersigned person requests permission to make use of the building, grounds and/or equipment of the Williamsburg Unitarian Universalists for the intended purpose as described on the attached Building Use Agreement. In consideration of "permissive entry" to the building, the undersigned, his/her representatives, heirs and assigns, DO HEREBY:

- 1) RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Williamsburg Unitarian Universalists, the Thomas Jefferson District of the Unitarian Universalists Association, and/or the Unitarian Universalists Association for any and all claims and liability arising out of the strict liability or ordinary negligence of releasees or any other user of the building which causes the undersigned or any guest injury, death, or property damage, and further agrees to hold releasees harmless and indemnify releasees from any claim, judgment, or expenses which may be incurred by participation in the afore described event.
- 2) UNDERSTAND that any inherent danger or risk of injury related to the afore described event is voluntarily assumed.
- 3) ACKNOWLEDGE that the undersigned is aware of equipment and safety regulations and will comply with each regulation assuming all risk for themselves and all liability to others for failure to do so.

No oral Representations or inducements have been made to obtain signature of this agreement. If any portion of this agreement is held invalid it is agreed that the balance thereof shall continue in full legal force and effect.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND ASSUME ALL RISK INHERENT TO THIS ACTIVITY. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THESE PROVISIONS.

Signature: _____ Date: _____

(Please print or type below)

Responsible Party: _____

Address: _____

Daytime telephone: _____ Evening telephone: _____

PLEASE RETURN TO THE BUILDING USE COORDINATOR