
HEART LAKE BAPTIST CHURCH

FACILITY USE POLICY

Board Approval – May 19, 2015
Members' Approval – June 14, 2015

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FACILITY USE POLICY

SECTION I **PURPOSE OF POLICY**

1.01 Purpose

- (a) As a steward of all of its resources, Heart Lake Baptist Church, as defined herein, (the “Church”) has a Scriptural and moral obligation to responsibly care for and maintain its Facilities. The purpose of this policy is to establish the guidelines and procedures of the Church concerning the rental and usage of its Facilities as defined herein.
- (b) It is the intention of the Church that its Facilities are to be used to support the mission and purpose of the Church to impact the Heart Lake area of Brampton by drawing families into a life-changing encounter with God through Jesus Christ. As such, the Church Facilities are not to be exclusively restricted to Ministry Usage only. Rather, as much as possible, the Church Facilities are also to be available for rental for both Related Ministry Usage and External Usage to Members, Attendees and Community Members as defined herein.

SECTION II **DEFINITIONS**

2.01 Definitions

In this Policy, the following terms shall have the following meanings:

- (a) “**Agreement**” or “**Facility Use Agreement**” means the facility use agreement of the Church in place from time to time, the current version of which is attached as Schedule “A”.
- (b) “**Applicant**” means an applicant who wishes to rent the Church Facilities through a Facility Use Agreement for either a Related Ministry Usage or an External Usage.

- (c) “**Attendee**” shall mean a person who regularly attends the worship services and/or programs of the Church but who is not a Member of the Church in accordance with its articles of continuance and general operating by-law as a Church corporation.
- (d) “**Booked Facility**” means the Facilities of the Church which are booked for rental by an Applicant through a Facility Use Agreement.
- (e) “**Church Council**” means the church council of the Church, which is the governing body of the Church.
- (f) “**Charitable Purpose**” shall mean the charitable purposes of the Church as set out in its articles of continuance as a Church corporation in accordance with the *Canada Not-for-Profit Corporations Act*, as amended from time to time by articles of amendment.
- (g) “**Church**” means “Heart Lake Baptist Church”, which was originally established as an unincorporated church in Brampton, Ontario but which was incorporated as a corporation without share capital by letters patent issued on the 18th day of November, 2005 under the *Canada Corporations Act* and which continued as a corporation under the *Canada Not-for-Profit Corporations Act* by articles of continuance dated 8th day of July, 2014.
- (h) “**Community Member**” means a member of the general public who is not either a Member or an Attendee of the Church.
- (i) “**External Usage**” means any programs, activities, meetings or events which are carried for civic, local community or para-church purposes, which do not constitute either Ministry Usage or Related Ministry Usage and which are in furtherance of, and/or are otherwise not contrary to, the Charitable Purposes, the Statement of Faith and any policies of the Church in place from time to time.
- (j) “**Facilities**” shall mean all of the facilities of the Church, including its real property, buildings, equipment, vehicles, and any chattels owned by the Church.
- (k) “**Facility Use Agreement**” or “**Agreement**” means the facility use agreement of the Church in place from time to time, the current version of which is attached as Schedule “A”.
- (l) “**Facility Use Policy**” or “**Policy**” means the facility use policy of the Church in place from time to time.
- (m) “**Member**” shall mean a person who meets the criteria for membership as set out in its articles of continuance and general operating by-law as a Church corporation and has been admitted as a member of the Church in accordance therewith.

- (n) **“Ministry Usage”** shall mean any programs, activities, meetings or events that are sponsored or offered by the Church in furtherance of the Charitable Purposes and Statement of Faith.
- (o) **“Pastor”** means the senior pastor of the Church.
- (p) **“Policy”** or **“Facility Use Policy”** means the facility use policy of the Church in place from time to time.
- (q) **“Related Ministry Usage”** shall mean any programs, activities, meetings or events that, while not directly related to the specific ministries of the Church, are in accordance with the Charitable Purposes and its Statement of Faith.
- (r) **“Statement of Faith”** means the statement of faith of the Church, as amended from time to time.

SECTION III
PRIORITIZATION OF USE AND UTILIZATION

3.01 Prioritization of Use of Church Facilities

The Church will utilize the following criteria as guidelines in evaluating, prioritizing and scheduling the use of its Facilities:

- (a) Ministry Usage activities will be given first priority in scheduling the use of the Church Facilities. Such Ministry Usage includes programs, meetings or events that are directly related to the Church’s cell, youth, children’s, missions, Christian education, music or any of its other ministries in place from time to time.
- (b) Related Ministry Usage activities will be given second priority in scheduling the use of the Church Facilities. Some examples of Related Ministry Usage include, but are not limited to: weddings; funerals; anniversary or other receptions; and related family events. Requests for Related Ministry Usage of the Church facilities will be accepted from Members and Attendees of the Church, as well as Community Members, in accordance with the terms of this Policy.
- (c) External Usage activities will be given third priority in scheduling the use of the Church Facilities. Some examples of External Usage include, but are not limited to: events of other churches or para-church organizations; day care programs; local school events; community programs, workshops and seminars; children and youth programs and events; community concerts; as well as use by local law enforcement, the Red Cross or similar groups in the event of emergency situations. Such External Usage of the Church Facilities may be either on a one-time basis or an ongoing basis.

Requests for External Usage of the Church Facilities will be accepted from Members and Attendees of the Church, as well as Community Members, in accordance with the terms of this Policy.

SECTION IV
APPLICATION PROCEDURE

4.01 Submission of Request for Use of Church Facilities

- (a) Any Ministry Usage requires appropriate scheduling and co-ordination with the Church's office administrator and the applicable ministry leader but do not require the completion of the Church's Facility Use Agreement.
- (b) To apply for either Related Ministry Usage or External Usage of the Church Facilities, an authorized representative of the Applicant will be required to review and submit an executed copy of the Church's Facility Use Agreement to the Church offices, a deposit for the use of the Church Facilities in the amount that is determined by the Church from time to time, as well as any required supporting documents to such Facility Use Agreement including, but not limited to, proof of insurance coverage by the Applicant. A deposit received from an Applicant is refundable up to two weeks prior to the event. See section 4.03 below.
- (c) However, a preliminary phone call to the Church office by the Applicant is recommended in order to check the availability of the Church Facilities. A tentative reservation may be entered on the Church calendar at the time a preliminary phone request is made or a Facility Use Agreement is received from an Applicant. However, a request for either the Related Ministry Usage or External Usage of the Church Facilities is not accepted or approved for use until the written Facility Use Agreement from an Applicant is reviewed and formally approved by the Senior Pastor and the Chair or Vice-Chair of Church Council of the Church in accordance with the terms of this Policy. If the Senior Pastor and Chair or Vice-Chair consider that the application should not be approved (for reasons other than scheduling conflict), their decision must be ratified by the Church Council.
- (d) Applications for Related Ministry Usage or External Usage of the Church Facilities may be accepted for specific dates and times. The time requested must include all set-up time, clean up time and the event completion time. For one-time events, the event completion time will be used to have a representative of the Church meet with the authorized representative of the Applicant user for a facility walk-through and for securing the Church facilities at the end of the said event.

- (e) Any applications for Related Ministry Usage that include the use of the Church Facilities for the solemnization of a marriage or for an event related to the solemnization of a marriage must be initially reviewed and approved by the Senior Pastor and Chair or Vice-Chair of the Church Council. If such an application is approved by the Senior Pastor and Chair/Vice-Chair, then the said application may at their discretion be forwarded to the Church Council for review in accordance with subsection 4.01(f) below.
- (f) The Senior Pastor and the or Chair/Vice Chair of the Church Council together will review the following applications in relation to rental of the Church Facilities:
 - (i) any applications for Related Ministry Usage that is related to the solemnization of a marriage or for an event related to the solemnization of a marriage which has been reviewed and approved by the Senior Pastor in accordance with section 4.01(e) above;
 - (ii) any applications for Related Ministry Usage that is not related to the solemnization of a marriage or for an event related to the solemnization of a marriage; and
 - (iii) any applications or any applications for External Usage.

Advance scheduling may be accepted up to one (1) year prior to the event date for larger special events.

- (g) Applications may be approved for specific rooms, depending on group size, type of activities and availability. No activity shall be scheduled for more than the maximum occupancy room capacity. Smaller size groups may be assigned to specific rooms for maximum utilization of the Church Facilities.

4.02 Authorized Representative

- (a) Every Applicant which is a group or organization shall designate an individual to be its authorized representative in relation to its Related Ministry Usage or External Usage of the Church Facilities.
- (b) The authorized representatives of Applicants which are unincorporated associations shall be its Board of Trustees, which authority shall be exercised through one or more authorized signing officers as required by the Church from time to time. The authorized representatives of Applicants which are incorporated entities shall be one or more of the authorized signing officers of such corporation as required by the Church from time to time.

- (c) Each authorized representative of an Applicant shall:
 - (i) have the authority to act on behalf of the Applicant, as evidenced by a copy of the applicable authorizing resolutions of the Applicant being provided to the Church;
 - (ii) act as the liaison between the Applicant and the applicable representatives of the Church, which may include, but are not limited to, the office administrator, the church custodian, the Senior Pastor and the Church Council;
 - (iii) be present at the Church Facilities during any approved Related Ministry Usage or External Usage by the Applicant;

4.03 Fee for Church Facilities

- (a) Where the Senior Pastor and the Chair/Vice-Chair of the Church Council approves an application for the use of the Church Facilities by an Applicant, then within seven (7) days of the said decision to approve an application, the Church will provide notification of such approval to the Applicant, together with notice of the total fee to be paid by the Applicant for use of the Church Facilities. A deposit will be required at this time.
- (b) The original deposit that accompanied an Applicant's Facility Use Agreement shall be credited against the total fee to be charged to the Applicant for the use of the Church Facilities. The Applicant shall be required to pay the balance of the total fee for use of the Church Facilities, together with all applicable taxes thereon, no later than seven (7) days prior to the date of the Applicant's use of the Church Facilities. In the event of ongoing usage, a pay schedule satisfactory to both parties may be agreed upon.

SECTION V
REFUSAL OR CANCELLATION OF USE

5.01 Refusal or Cancellation of Use

- (a) The Church reserves the right to refuse or cancel the use of the Church Facilities by any Applicant, with or without cause. Where an Applicant's Facility Use Agreement is refused or its use of the Church Facilities cancelled by the Church, then the deposit which accompanied the said Facility Use Agreement is refundable.
- (b) In relation to applications for Related Ministry Usage that include the use of the Church Facilities for the solemnization of a marriage or for an event related to the solemnization of a marriage, the Senior Pastor may, but is not obligated to, give written notice of any refusal or cancellation with

such explanation as the Senior Pastor determines appropriate in the circumstances.

- (c) In relation to any of the applications listed in section 4.01(f), the Senior Pastor and the Church Council together may, but is not obligated to, give written notice of any refusal or cancellation with such explanation as the Senior Pastor and the Church Council determine appropriate in the circumstances.
- (d) Applications for use of the Church Facilities may be denied or, alternatively, use of the Church Facilities may be cancelled by the Church in the event of confirmation of such usage, provided that notice of such cancellation is given by the Church at least one (1) week prior to the said use, save and except for any emergency situation as determined in the sole discretion of the Church Council where only twenty-four (24) hours' advance notice of cancellation is required, for any reason whatsoever including, but not limited to, the following:
 - (i) unsatisfactory prior use by the Applicant;
 - (ii) the existence of hazardous conditions at the Church Facilities;
 - (iii) application submitted too late for consideration;
 - (iv) non-payment of fees/deposit before the due date;
 - (v) groups that do not give prior cancellation notice;
 - (vi) the Church Facilities or required staff are not available due to the adjustment and rescheduling of Ministry Usages of the Church Facilities or the occurrence of funerals which will always take priority;
 - (vii) the terms of the Facility Use Agreement have not been met by the Applicant, including, but not limited to, the failure to secure appropriate liability coverage;
 - (viii) the proposed activities by the Applicant at the Church Facilities do not, in the opinion of the Church, further the Charitable Purposes and/or the Statement of Faith of the Church and any policies of the Church in place from time to time, or are otherwise contrary to the Church's Charitable Purposes, Statement of Faith and any of its policies; and
 - (ix) the Church Facilities, in the opinion of the Church, are unusable or unsafe.

- (e) If, due to unforeseen circumstances, the Church Facilities are, in the opinion of the Church, unusable or unsafe, thereby resulting in a cancellation of the approved Related Ministry Usage and External Usage of the Church Facilities by an Applicant, then a full refund of any deposit and any payment towards the balance of total rental fee made by the Applicant, where applicable, shall be made by the Church within seven (7) days of the said cancellation
- (f) Cancellation of any approved Related Ministry Usage or External Usage of the Church Facilities by an Applicant that is received at least one month prior to the date of the such approved Related Ministry Usage and External Usage will result in a full refund of any deposit and any payment towards the balance of the total rental fee made to the Church by the Applicant.
- (g) Where an Applicant does not utilize the Church Facilities for its approved Related Ministry Usage or External Usage on the scheduled date, and has not provided at least one months' prior notice of any cancellation, the Applicant will forfeit both its deposit and any rental fees paid by it for use of the Church Facilities. No refunds will be issued by the Church.

5.02 Termination of Use

Where an application for use of the Church Facilities has been confirmed by the Church for an event that is to be carried out for more than one day, the Church reserves the right to terminate the use of the Church Facilities by any Applicant where the Church Council, acting in its sole discretion, determines the Applicant has violated any terms of this Policy as reflected in the Facility Use Agreement by providing written notice to the Applicant.

SECTION VI

FACILITY USE AGREEMENT, TERMS AND CONDITIONS OF USE

6.01 Facility Use Agreement

To apply for either Related Ministry Usage or External Usage of the Church Facilities, an authorized representative of the Applicant will be required to review and submit an executed copy of the Church's Facility Use Agreement, in the form attached hereto as Schedule "A" as may be amended from time to time, to the Church offices, a deposit for the use of the Church Facilities in the amount that is determined by the Church from time to time, as well as any required supporting documents to such Facility Use Agreement including, but not limited to, proof of insurance coverage by the Applicant in such minimum amount as is set out in the Facility Use Agreement in place from time to time with the Church being added as a named insured.

6.02 Terms and Conditions of Use

- (a) The conditions of use set out in this Policy shall apply to the use of the Church Facilities. Such conditions of use shall be set out in a schedule to be attached to the Facility Use Agreement to be entered into by an Applicant with the Church.
- (b) In addition, the Senior Pastor and the Church Council shall have the authority to implement such additional terms and conditions for the use of the Church Facilities as they may deem appropriate in their sole discretion from time to time, with such additional terms and conditions of use to be set out in a schedule to be attached to the Facility Use Agreement.
- (c) The Church may amend, repeal or adopt additional provisions regarding the rental of the Church Facilities by Applicants, with such new provisions to be set out in the Facility Use Agreement.

SECTION VII DAMAGE OR LOSS

7.01 Damage or Loss

- (a) The Applicant, together with its authorized representative in his or her personal capacity, will be held responsible for any loss or damage to any of the Church Facilities caused by the Applicant or any person(s) under its supervision during its use of the Church Facilities in accordance with the conditions of use of the Facility Use Agreement.
- (b) The authorized representative of the Applicant will be notified both verbally and in writing of the damage or loss to the Church Facilities within ten (10) days of the Church identifying such damage or loss.
- (c) The authorized representative of the Applicant will be provided with the opportunity to review the damage or loss to the Church Facilities with an authorized representative of the Church within ten (10) days of the date of the said written notice.
- (d) The Church shall provide the authorized representative of the Applicant with a written estimate of the costs to complete the repairs and/or remedy the damage or loss. The Applicant and its authorized representative will be responsible to pay the costs to complete the repairs and/or remedy the damage or loss within ten (10) days of receipt of the said written estimate.

SECTION VIII
REVIEW OF POLICY

8.01 Periodic Review of Policy

This Facility Policy shall be reviewed periodically by the Senior Pastor and the Church Council and, where possible, on an annual basis. Any changes to this Policy shall be approved by the Church in accordance with the requirements regarding policy statements set out in the General Operating By-law of the Church in place from time to time and thereafter communicated as soon as possible to all Members of the Church.

DATED THIS 14th DAY OF June, 2015.

SCHEDULE "A"

***[INSERT FACILITY USE AGREEMENT, FEE SCHEDULE AND RULES AND
CONDITIONS OF USE]***