

An Open and Affirming Congregation of the United Church of Christ

MCCsudbury.org

26 Concord Road Sudbury, Massachusetts 01776

(978) 443-3885

office@MCCsudbury.org

Facilities Usage Policy

Rules and Regulations Governing Use of Facilities

To request the use of MCC's facilities, please read this document in its entirety, complete the "Application for Use of Facilities", sign both documents on the last page, and return them to the church office. This is a legal document, and you may wish to review it with an attorney.

This agreement is between Memorial Congregational Church and the Facility User. It is only for the use of the indicated space(s) at the times designated on the rate sheet.

No activity will be allowed which is contrary to our Church mission. Church use of its facilities takes precedence over use by any other person or organization. MCC has the absolute and sole discretion to refuse the use of its facilities to any person or entity.

As detailed in the rate sheet, facilities will be provided on a first-come first-served rental basis to organizations or individuals: a) For Profit or Non-members, b) Non-profits, c) Active Members of MCC for their personal use (i.e. wedding, party, etc.).

Unless otherwise specified, the use of facilities (not including the sanctuary) for a year or less must be approved by the Chair of the Trustees Committee or his/her designated representative, or by the Pastor. For rental periods which may extend for more than a year, the Church Council must authorize the use. A rental that involves the sanctuary must be approved by the Diaconate.



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Capacity

The maximum number of participants must not exceed the capacity of the space being rented (see "Application for Use of Facilities).

Payment terms

Upon approval of the request to rent, a deposit of 50% of the total fees shall be paid in order to confirm the reservation. Checks should be made out to "Memorial Congregational Church". A date is not considered to be confirmed until the "Facilities Usage Policy" and the "Facilities Use Request Form" has been signed by both parties, and the deposit received.

Full payment, a security deposit of \$200 (by separate check), insurance certificate, and any other permits required for the event are due a minimum of two weeks prior to the event. The security deposit will be returned if there is no damage to the premises.

Certificate of Insurance

Non-members must provide a certificate of insurance with Memorial Congregational Church named as co-insured for all events. Church members must provide a certificate of insurance only if alcohol will be served at the event they are hosting. The renter will provide the Church Secretary with a copy of this document one week prior to the commencement of the rental period. Certificates of insurance may



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usually be obtained through a person's homeowner's insurance, or special event insurance companies found online.

<u>Alcohol</u>

No alcohol will be allowed except with approval from the Church Council. If serving of alcohol is approved by **Church Council**, it will be limited to beer, wine, and champagne. A certificate of host liquor liability insurance coverage for the event date naming MCC as an additional insured must be obtained and provided, and a hold harmless agreement signed by the renter. Wine/champagne bottles are not allowed on tables, and alcohol should be served by a designated server who can monitor consumption and ensure no one leaves MCC intoxicated. No alcoholic beverages may be brought out of the building.

Smoking

Smoking is not allowed in any part of the church or its grounds.

Handicapped Accessibility

Renters are advised that classrooms in the Sunday school wing are only accessible by portable handicap ramps.



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Facility Restrictions

The facility user will comply with the following facility restrictions. Failure to comply will result in the termination of this agreement.

- 1) The event must end by the designated time (and no later than 11pm).
- 2) The rented space must be cleaned and returned to its original condition before departure, unless otherwise provided for in writing, or a cleaning fee will be charged. This includes placing all garbage into the dumpster, removing event materials and signs, etc.
- 3) Any damaged property must be promptly and properly repaired or replaced at the expense of the individual or organization who is renting.
- 4) Gambling is not allowed except with approval from the Church Council.
- 5) Playing loud music is not permitted. When possible, doors and windows should be kept closed to eliminate noise transfer to neighboring homes.
- 6) Children must be supervised at all times.
- 7) Renters are not allowed to use the playground or its equipment.
- 8) The use of tacks, staples, wire, nails, or tape on pews, walls, doors, windows, or molding is prohibited. Use of removable hooks is permitted.
- 9) The scattering of flower petals is only allowed with use of a runner. No rice, birdseed, potpourri, confetti, aerosol silly string, etc. may be brought into or thrown in the building or on the grounds.
- 10) The removal of any existing MCC-related signage or decorations is not permitted.
- 11) Lighted candles are not permitted.
- 12) Paper products (plates, cups, napkins, etc.), if used, must be supplied by the renter.



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- 13) Food must not be prepared, served or carried into any areas except Ames Hall, the Parlor, and the kitchens.
- 14) The heating system may only be adjusted with prior approval and must be turned back to the original setting when the activity ends.
- 15) All doors and windows must be locked upon departure.
- 16) No animals, except service dogs, are allowed in the facility.
- 17) Renters are expected to treat MCC's building, furnishings, and grounds with respect, and to inform the church office if there is any damage.

Keys

At the time of the second rental fee payment, the renter may be loaned a key/entry code if the Church will not be open at the rental time. A fee of \$10 will be charged for each key that is not returned. The renters agrees that they will not reproduce the key to the facility, and that the key will not be given to anyone other than the key holder listed on the "Application for Use of Facilities" form. This also applies to any entry codes given.

Sound System

A sound system for Ames Hall is available for an additional fee. For weddings conducted by MCC's minister, the sanctuary sound system is included.



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Musical Instruments

The use of any of MCC's musical instruments must be approved by the Minister of Music. Additional fees may apply.

Materials

MCC assumes no responsibility for any items delivered to or left at the facility prior to, during, or following the scheduled use.

Snow Removal

MCC provides snow removal but can make no assurance that the parking lot and walkways will be cleared for the use of its facilities during large snowstorms.

Alarms and Emergencies

In the event of a fire alarm, the building should be evacuated immediately and the fire department is dispatched automatically. Contact your Trustee contact after safe evacuation.

Other alarms or building issues - please notify your Trustee contact



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Safe Church

MCC operates its facilities as a "Safe Church" according to the guidelines issued by the United Church of Christ to insure the safety of children gathering within our buildings. A copy of these guidelines can be found in the Safe Church binder in the MCC secretary's office or at MCC's website at http://mccsudbury.org/safe-church. Renters must sign and return the "Statement of Compliance for Outside Organizations."

Problems or Questions

Any problems or questions regarding the delivery, set up, clean up, or other matters related to this rental should be directed to the Office Administrator at 978-443-3885 or office@mccsudbury.org.

Liability Agreement

I/We (the applicant/organization) have read and understand that it is my obligation to follow the "Facilities Usage Policy" of Memorial Congregational Church (MCC). It is understood that our group or any member of our group will not use the building for any other purpose than listed above. It is also understood that we will not use the building at any other times than those noted above without advance request to the church office.



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I/We understand that I am/we are liable for any and all damages to facilities, appliances, fixtures, equipment, or grounds that results from usage of MCC's facilities. This liability extends to the entire cost of restoring the facilities and equipment to full working condition. I/we will be responsible for all danger to life and property arising out of my activities or the acts of my agents or employees in connection with the use of the facilities authorized under this "Facilities Usage Policy".

I/We agree to release, protect, indemnify, hold harmless, and forever discharge MCC, its directors, officers, volunteers, agents, members, and employees from and against all actions, claims, demands, causes of action, injuries, losses, damages, settlements, costs, charges, expenses including reasonable attorneys fees, and liability of any kind arising out of or sustained by virtue of my negligence or intentional conduct of my respective members, guests, employees, or agents use of the facilities. I assume full responsibility for infractions of these rules and regulations and for damages to property of MCC.

I/We further state that I/we are authorized to sign this agreement and understand that the terms herein are contractual.



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I/We, the Facility User, have 6	executed this contract and release on the	day of
	This contract will go into effect subseque	nt to
approval by MCC and once th	e first payment is received.	
Facility User Signature:		_
MCC Signature:		
Date:		