

PCC FACILITY USE POLICY

To make your use of our facilities a more pleasant and productive experience, please become familiar with the following important guidelines. It is the responsibility of the designated meeting or event coordinator (referred to as the “User”) to assure that all participants understand and follow these guidelines.

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- A) STATEMENT OF PURPOSE:** Peninsula Community Chapel’s (“The Chapel” or “PCC”) facilities are provided through God’s benevolence and by the sacrificial generosity of church members. PCC desires that its facilities be used for the fellowship of the Body of Christ, advancement of the Gospel of Jesus Christ, Christian service to the community and always to God’s glory.

Although PCC’s facilities are most often used for the functions and ministries of the church, as opportunity permits, the church also makes its facilities available to persons and groups for other activities consistent with the church’s faith and practice. All uses should be for activities that are consistent with, and certainly not in contradiction to, our Statement of Faith, Christian living practices, and charitable, religious and educational tax-exempt purposes as stated in our governing and tax-exempt documents. Use of the building or facilities by persons or groups holding, advancing, or advocating beliefs or practices that conflict with our governing documents (available upon request) will not be permitted. This policy applies to all PCC facilities and property, whether inside or outside.

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 Christian faith and practice. Allowing its facilities to be used for purposes that contradict the church’s beliefs and practices would be material cooperation with that activity and would be a grave violation of the church’s faith and religious practice. See 2 Corinthians 6:14 and 1 Thessalonians 5:22. Second, it is very important to the church that it presents a consistent Christian message to the community, which the church staff and members conscientiously maintain as part of their witness to the Gospel of Jesus Christ. To allow 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. The pastor, in consultation with the Elders, is the final decision-maker on whether a person or group is allowed to use church facilities.

As stewards of the gracious resources and gifts God has given us as a congregation, PCC has created and adopted this general building and grounds use policy (with select procedures) for the use and enjoyment of various rooms, facilities and outdoor areas located at 4209 Big Bethel Rd, Yorktown, VA 23693.

- B) ADULT SUPERVISION:** At least two adults must be present at every function or program involving children, youth, or vulnerable adults. One or more of these adults must be 21 years of age or older.
- C) ASSIGNED SPACE / OTHER USERS:** Users should occupy only the space(s) to which they have been assigned. The User's use of the building may not be exclusive; other individuals or groups may be using the building at the same time. Please be courteous and show mutual respect for those concurrently occupying the building.
- D) ASSISTANCE DURING YOUR EVENT:** Facilities, Audio / Visual, and Information Technology staff are on-duty in the building during the day and may be contacted by calling the PCC Office at 867-8530. After hours, please contact Peter Grimes (561-8779).
- E) BUILDING ACCESS & SECURITY:** The User will coordinate with the Director of Facilities any necessary arrangements for having the facility open at the time of the event. Keys / Fobs will be loaned to the User if necessary, by the Director of Facilities. PCC is secured and monitored by an alarm system that includes door contacts, motion detectors and other sensors. The User is responsible to ensure they arm and disarm the system as discussed with the Director of Facilities. In the case of ANY fire or security alarm being activated, please contact Peter Grimes (561-8779) or David Taylor (814-6968) immediately. PCC has the right, but not the obligation, to have a representative / keyholder of PCC in attendance during the period of use.
- F) BUILDING SCHEDULING:** PCC facilities must only be used for activities sponsored by PCC or approved by the PCC Staff. All activities held at Peninsula Community Chapel must be scheduled through the PCC office. No events may be scheduled otherwise. Meetings, parties, and activities that result in personal financial gain and are not directly related to the tax-exempt purposes of the church are not allowed at our facilities.
- G) BUILDING USAGE FEES:** Any relevant fees must be paid through the PCC office at the time the event is scheduled. If 10 days from the time the event date is reserved, the total fees have not been paid, the User's reservation will be removed from the PCC calendar and a written notice will be sent to the User. A complete schedule of fees is available on the PCC website.
- a. Building usage fees are divided into three categories:
 - i. Room Usage
 - ii. Room Setup
 - iii. Services & Equipment
 - b. The following are considered to have primary scheduling rights and to use PCC rooms at no charge*:
 - i. All PCC ministries, members, and regular attenders**.
 - ii. Summit Christian Academy (including NILD).
 - c. Non-PCC individuals and groups will be assessed fees designed to cover the overhead costs of the church in providing its facility. See PCC's Building Usage Fees on the PCC website.

**These groups may be charged Services & Equipment fees to cover costs incurred in providing those services.*

*** Regular Attenders are defined as having regularly attended PCC in-person for at least 3 months.*

- H) BLOCKING DOORS OPEN:** Exterior or fire doors are NEVER to be left held or propped open or panic hardware placed in an open "unlocked" position for ANY reason by anyone other than PCC Facilities Staff. Defeating the fire wall protection & security system in this manner could result in serious safety risks for occupants of the building and/or damage to PCC property. General rule of thumb – if a door does not have a kick-down door stop installed, it should never be propped open.
- I) CANCELLATIONS:** If the User scheduled needs to cancel their event, they must notify the PCC office within 24 hours of the decision to cancel. If the decision to cancel is made more than 48hrs in advance of the event, any fees will be refunded 100%. Any cancellations less than 48hrs in advance will be refunded 90%.
- J) CHILDREN:** All children must be always under the supervision of their parents or other designated adults and are not permitted to roam freely on PCC property for any reason.

- K) CHILDREN'S AREAS & CHILDCARE:** When using designated children's areas for childcare for an event, all relevant PCC Children's Ministry policies and procedures must be followed including adult supervision ratios, labor laws, etc. Copies of these policies and procedures are available from the Children's Ministry department.
- L) CONDUCT TOWARD MINORS:** All Users must strictly adhere to PCC's policies regarding proper conduct and moral behavior toward minors. No minor is to be left alone with an adult other than his/her parent at any time. The Child Protection Policy (available on the PCC website) is incorporated as if fully stated herein.
- M) DAMAGE TO PROPERTY / FAULTY EQUIPMENT:** Users are responsible for any damage done to PCC property associated with the scheduled event. Users also assume liability for injuries to persons attending the event and for damages or loss of user's property. Any equipment found out of order or any damage to the property must be reported to the PCC office as soon as is reasonably possible.
- N) EXTENUATING CIRCUMSTANCES:** PCC reserves the right to cancel any meeting or event in order to host a funeral or other emergency need. All fees will be refunded 100% in the event of a PCC cancellation for extenuating circumstances.
- O) HOUSEKEEPING:** User is expected to leave the building reasonably clean and remove all items (including leftover food and dishware brought by your group) associated with their program immediately following the event. If there is food waste from your event, trash cans should be emptied, and tables and chairs wiped down as necessary. A dumpster and recycling bin are located at the rear of the building. See the "Facilities Clean-Up & Lock-Up Checklist" on the PCC website for all required duties in this area.
- P) INDEMNIFICATION:** User shall provide sufficient liability insurance coverage to fully protect itself from any liability that may arise and shall assume full liability for injuries occurring to any persons who are on the property as a result of the User's program. For each event (or series of events), all outside groups must provide a Certificate of Insurance naming Peninsula Community Chapel as additionally insured for protection against property damage or liability for accidents that might occur on PCC property. A copy of the group's policy, with PCC's inclusion, must be submitted to the PCC office no later than ten (10) days before the event.
- Q) INSURANCE:** User shall obtain insurance equivalent to the following: Comprehensive General Liability Insurance covering the Premises, all with minimum bodily injury limits of \$1,000,000 per each occurrence and a minimum property damage limit of \$1,000,000 per each occurrence. The policy must also contain a minimum of \$300,000 for child protection. All the insurance will name PCC and, if requested by PCC, the PCC's mortgagee as an additional insured(s). On or before the date User utilizes the Premises, User shall furnish PCC with certificates of such insurance that provide that coverage will not be cancelled or materially changed prior to 30 days' advance written notice to PCC. The insurance required hereunder in no way limits or restricts User's obligation under Paragraph P as to indemnification of PCC. The User must also sign the Facility Use Agreement that includes an indemnity, release and hold harmless clause. Members may or may not be asked to provide insurance depending on the event and use.
- R) INSURANCE OBTAINED BY PCC:** If User fails to provide to PCC evidence of insurance as required above, or maintain the insurance coverage required under this Insurance Rider to the Facilities License Agreement, PCC, at PCC's sole option, may obtain such insurance coverage at User's sole expense, and the cost of such insurance shall be paid by User prior to User being granted access to the Premises. PCC shall be entitled to terminate User's rights to use the Premises for the License Period if User fails to pay such insurance cost incurred by PCC. PCC shall retain the right to pursue all legal remedies against User for failure to pay.
- S) POSTING OF MATERIALS / DISPLAY OF DECORATIONS:** All publicity to be posted inside, outside or on the grounds of PCC must first be approved by the PCC office before being posted. It is advised that publicity designs are submitted to the PCC office before publicity is ordered to ensure conformity to PCC guidelines concerning quality, size, etc. No signs, flyers, notices, etc. should be posted on the walls or doors of the building either inside or outside at any time without permission (including handmade signs). All signs displayed inside or

outside should be coordinated through the PCC office and properly displayed so as not to damage building finishes. Existing bulletin boards shall be the primary location of signs, flyers, notices, etc. but may not serve every need. If other locations are approved, nails, pins, duct tape, scotch tape, packing tape, or anything that can cause damage to finishes are not to be used. Only "white-tack" adhesive putty, painter's tape, and 3M wall-safe attachment accessories may be used on building surfaces. Decorations may only be displayed with prior permission.

- T) PRODUCTION SERVICES (LIGHTING, VISUALS, & AUDIO):** Requirements for production services should be requested at the time of reservation and coordinated in advance with the Director of Production. All PCC production equipment must be used with proper instruction or by a qualified staff member. Please contact the PCC office or Peter Grimes directly with any questions.
- U) RESOLUTION OF DISPUTES:** In any dispute arising between PCC and User that cannot be resolved voluntarily by the parties, including but not limited to any dispute arising out of the Facility Use Agreement, the parties agree to attempt resolution without litigation. By signing the agreement, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation* (complete text of the Rules is available at www.ICCPeace.com). Alternatively, if desired and agreed to by both parties, mediation/arbitration can be under the Commercial Rules of American Arbitration Association (AAA Rules can be found at www.adr.org) or any other mediation/arbitration service. Each party shall bear its own costs in the mediation/arbitration. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. Jurisdiction and venue shall be in York County in the Commonwealth of Virginia and Virginia law will apply to the dispute.
- Applicant understands that these methods shall be the sole remedy for any controversy or claim arising against PCC and expressly waives any right to file a lawsuit in any civil court against PCC for such disputes, except to enforce an arbitration decision.** Notwithstanding this above provision, to protect the church and its members and under its risk policy procedures, PCC is required to maintain liability insurance. Therefore, this conflict provision is conditioned upon agreement by the PCC's insurers that, in light of the particular facts and circumstances surrounding the disputed matter, this provision, and the process it establishes will not diminish any insurance coverage maintained by PCC.
- V) ROOM SETUP:** Room setup is generally the responsibility of the User unless otherwise paid for or arranged with the Director of Facilities. Any special setup needs must be communicated to the PCC office at least 10 days in advance and will be addressed by the Director of Facilities as deemed necessary. Users are responsible to restore areas of use to their original condition (including placement of furniture) after the event.
- W) SERVING FOOD:** All plans for the serving of food should be reviewed as part of the Facilities Request process. Dining or the serving of food is limited to pre-approved designated areas. The Chapel kitchen is a warming kitchen only and any cooking action that would result in grease laden vapors is strictly prohibited by code.
- X) SEVERE WEATHER:** PCC reserves the right to close the building during severe weather and thereby canceling any events during that period. All fees will be refunded 100%.
- Y) SOLICITATION:** Fellowship directories will not be used for solicitation. Only those groups led or sponsored by an existing PCC ministry will be given exposure in regular PCC publications and announcements.
- Z) STORAGE AND PERSONAL PROPERTY:** Under no circumstances will User store anything damaging or harmful to the premises. Owner shall not be responsible for any damage to, theft, or destruction of User's property or property of its guests kept on the premises. Any such personal property kept on the Property shall remain the property of User or its guests and shall be promptly removed (at User's expense) upon the termination of this Agreement.

AA) TEMPERATURE: Space temperatures are preset to provide a normal year-round comfort range and are not adjusted except in unique circumstances. Room thermostats should not be adjusted by the User.

BB) UNACCEPTABLE BEHAVIOR: Smoking (including e-cigarettes) on any PCC property, indoors or outdoors is strictly prohibited. The use or abuse of tobacco, alcoholic beverages, or illegal or recreational drugs by Users of the facility are prohibited in the building or on the grounds of PCC. Profanity, obscene and disruptive behavior will not be allowed within the facilities and grounds of PCC. The possession of firearms, concealed or otherwise, is strictly forbidden on PCC property. Any person exhibiting such behavior may be required to leave the premises.

CC) WEDDINGS: Weddings are only accommodated for PCC Members. A wedding planning guide is available from the PCC office and on our website. All policies and related charges are outlined in the guide.

Questions on this policy should be directed to the Director of Facilities.

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