

TRINITY BIBLE CHAPEL
Facility Use Policy

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Approved June 2020 by Elders

1. Application and Interpretation

1.1. In this Policy:

- “TBC” means Trinity Bible Chapel;
- “TBC’s Beliefs” means TBC’s mission, objects, doctrine, beliefs and principles as established by the Board of Elders from time to time;
- “Member” means a member of TBC as defined under TBC’s by-laws;
- “Outside Applicants” means a person, organization, or group of persons that is not a Member or comprised solely of Members;
- “Premises” means any and all buildings, facilities, and surrounding grounds and parking areas owned or under the control of TBC; and
- “Use Agreement” means the Agreement between TBC and the user under which an approved use is permitted and conducted on the Premises.

1.2. This Policy applies to (i) all applications for use of TBC’s Premises and (ii) use of TBC Premises by any approved group, organization or individual, including weddings and funerals. It does not apply to any ministry of TBC, or activities conducted under the authority of any ministry of TBC.

1.3. The application and interpretation of this Policy is ultimately under the authority of TBC’s Board of Elders. The Board of Elders has delegated day-to-day application and interpretation of this Policy to the Associate Pastor, but he may at any time ask the Board of Elders to decide in a particular case, for example, whether a proposed or actual use of the Premises is in accordance with TBC’s Beliefs.

2. Background about TBC: General Principles Guiding Consideration of a Proposed Use

2.1. TBC is a church located in Waterloo, Ontario and it’s mission is to: TO GLORIFY GOD THROUGH THE FULFILLMENT OF THE GREAT COMMISSION IN THE SPIRIT OF THE GREAT COMMANDMENT.

The Four Pillars of TBC are:

#1: PROCLAIMING THE AUTHORITY OF GOD’S WORD WITHOUT APOLOGY

“Preach the word; be ready in season and out of season; reprove, rebuke, and exhort, with complete patience and teaching.” – [2 Timothy 4:2](#)

2: LIFTING HIGH THE NAME OF JESUS THROUGH WORSHIP

“God is spirit, and those who worship him must worship in spirit and truth.” – [John 4:24](#)

#3: BELIEVING FIRMLY IN THE POWER OF PRAYER

“praying at all times in the Spirit, with all prayer and supplication. To that end keep alert with all perseverance, making supplication for all the saints.” – [Ephesians 6:18](#)

#4: SHARING THE GOOD NEWS OF JESUS WITH BOLDNESS

“and also for me, that words may be given to me in opening my mouth and boldly to proclaim the mystery of the gospel, for which I am an ambassador in chains, that I may declare it boldly, as I ought to speak.” – [Ephesians 6:19-20](#)

- 2.2. TBC’s Use Policy is guided by this mission and our facilities, although not open to the public, will be made available to approved members of the church.
- 2.3. Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with TBC’s Doctrine Statement. Nor may facilities be used for activities that contradict, or are deemed by the TBC’s Board of Elders or Associate Pastor as inconsistent with, or contrary to TBC’s Doctrine Statement. Even if the persons or groups are members of TBC.
- 2.4. No non-TBC fund-raising or voluntary offerings or collections shall be held unless it has been expressly approved by the Associate Pastor and that approval is reflected in the Use Agreement.
- 2.5. TBC affirms the biblical standard of marriage being between a man and a woman. Any other form of marriage is contrary to TBC’s Beliefs. All officiating ministers or marriage commissioners must be approved by the Associate Pastor to be theologically in agreement with the Doctrine Statement of TBC.
- 2.6. The requirement that any proposed use be in accordance with TBC’s Doctrine Statement is in addition to the proposed use being approved under the factors set out in Article 3.

3. Criteria for Determining Eligibility to Use of the Premises

- 3.1. The following factors will be taken into consideration when determining eligibility for use of the Premises:
 - a) whether the person who has proposed the use is an active Member of TBC;
 - b) whether the proposed use is in accordance with TBC’s Doctrine Statement;
 - c) the availability of the Premises as per section 4 (Priorities of Use);
 - d) the impact of the proposed use on ministries or programs at TBC;
 - e) the risk of physical harm to the Premises or people, including the people who would use the Premises under the proposed use;
 - f) whether the proposed use is in accordance with health and safety standards;

- g) whether the applicant has or will agree to sign a Use Agreement containing such terms and conditions not inconsistent with this Policy as the Associate Pastor may determine from time to time;
- h) whether the Associate Pastor believes the user will abide by this Policy and the Use Agreement; and
- i) such other factors as the Associate Pastor or Board of Elders may determine from time to time consistent with TBC's Doctrine Statement.

4. Priorities of Use

4.1. Preference will be given in the following order when resolving scheduling conflicts:

- first, to the needs of any ministry of TBC or activities conducted under the authority of any ministry of TBC;
- then to, any proposed use that otherwise is approved in accordance with this Policy, to an active Member of TBC.

5. Processing of Applications

5.1. All requests for use of the Premises are made using an application found on the TBC website as the Board of Elders may approve from time to time.

5.2. All applications are submitted to the Church Office by submitting the online form. An incomplete application, or an application not accompanied by any required fee, will not be considered. Subject to the other provisions of this Policy, barring an obvious scheduling conflict with a higher-ranking use, dates are tentatively held pending a determination on the application.

5.3. Typically within three (3) weeks of receipt of a complete application, the applicant will be advised if the application has been approved.

5.4. The determination for all requests shall be made by the Associate Pastor, or such other staff or persons as the Board of Elders may appoint from time to time. There is no appeal of a decision on an application.

5.5. TBC reserves the right at any time to cancel or reschedule any use – even one which has been contracted with TBC – where a higher-ranking use (per section 4) has arisen or where it subsequently appears that the application was made in bad faith or contains material untruths. For weddings that have been booked and all amounts paid as required, every effort will be made to avoid changes, and if a change is required, TBC will work with the user to minimize any inconvenience associated with the change. In all cases, TBC shall not have any liability of any kind associated with or arising out of any change, including but not limited to costs or losses to the User. In the case of cancellation

of a proposed use, TBC reserves the right to refund amounts paid without further liability of any kind.

6. Fees

6.1. Fees are set based on:

- Amount of space and duration of use;
- Amount of facilities used (e.g., uses which make no use of audio/visual or other technical facilities will have lower fees than those that make use of such facilities);
- The extent and number of TBC staff required to supervise or otherwise support or assist with the proposed use, for example ushering, operating equipment, supervising or cleaning;
- Whether the proposed use will generate greater than the normal amount of wear on the Premises; and
- The degree of risk of damage to the Premises;

6.2. TBC reserves the right to waive or reduce its normal fee rate structure in order to support activities that (i) could not otherwise afford normal fees but whose use is otherwise approved in accordance with this Policy, or (ii) in the sole discretion of Associate Pastor, such activities and proposed use assists TBC in fulfilling its vision within the community.

6.3. Upon cancellation by the applicant any deposit will be returned as long as notice of cancellation is given one week before the proposed event date.

6.4. **Fees must be paid in full one week before the event.** If payment in full is not received, the Associate Pastor or administrative staff may cancel a previously-approved reservation and TBC reserves the right not to refund the deposit.

7. Insurance

7.1. Each Outside Applicant must provide TBC with a certificate of comprehensive general liability insurance coverage with a combined single limit of not less than \$1,000,000 naming TBC as an additional insured. This requirement can be waived by the Associate Pastor or the Board of Elders.

8. Indemnity and Use Agreement

8.1. Before being permitted to use the Premises, any approved user shall agree, in the Use Agreement and in a manner acceptable to the Associate Pastor:

- a) to release, protect, defend, indemnify and hold harmless TBC and its Elders, Ex Officio Elders, officers, employees, Members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including,

- without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of the use of the Premises;
- b) to be liable for the cost of any repairs and/or replacement of damaged equipment, fixtures or other personal property resulting from the use or caused by anyone participating in the use and, for that purpose, to accept and pay the amount as estimated or otherwise determined by TBC; and
 - c) to accept and agree to abide by all the terms in this Policy.

9. General Rules and Regulations

- 9.1. All uses are conditional on agreement to abide by the regulations attached to this Policy, and the requirements and restrictions set out in the Use Agreement.
- 9.2. Approvals of any use are not transferable, and only apply to the day and time, use and applicant that was approved. Any attempt to transfer an approval is strictly prohibited and may, in the discretion of the Associate Pastor, result in revocation of any approval. The active Member of TBC who is the applicant, MUST be present and active in the rental of the facility on the approved day and time.
- 9.3. The Associate Pastor may from time to time prescribe, amend and repeal such additional rules and regulations respecting use of the Premises, including by way of example and without limitation, additional information and/or requirements for one or more specific uses. Those rules and regulations shall be given the same force and effect as this Policy.
- 9.4. This policy supersedes all prior oral or written statements regarding use of the Premises, and all prior versions of this Policy.
- 9.5. Only the Board of Elders can amend any part of this Policy. No one else, including no church employee, has the authority to do so.

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Facility Use Policy Regulations

1. Users shall confine themselves to the use, number of persons and areas provided for in their Use Agreement.
2. The Premises shall not be used, and no person using the Premises shall do so, in any manner or for any purpose that conflicts with:
 - TBC's Constitution, By-Laws, Doctrine Statement, Mission or Four Pillars principles or any element of this Policy;
 - any rule or regulation made by the Associate Pastor or Board of Elders; or
 - any direction or instruction of a representative of TBC on the premises.
3. Abusive or foul language, violent behaviour, and the use of illegal or intoxicating drugs are not permitted and shall not occur anywhere on the Premises. Any person exhibiting such behaviour will be required to leave the Premises.
4. The use of confetti, bubbles, flower petals and glitter is prohibited during weddings and large events.
5. The use of candles is prohibited anywhere on the Premises.
6. Any decoration and/or third party equipment must be approved in advance, and then arranged, set up, and removed by the user under the supervision of TBC. Removal shall occur immediately after the use is completed. The Premises must not be damaged in any way by any decoration and/or third party equipment.
7. No signs, decorations or anything else shall be fixed, secured, applied or attached to any walls of the building except as expressly permitted by the terms of the Use Agreement.
8. No animals are permitted inside the building except as expressly permitted by the terms of the Use Agreement.
9. Unless your Use Agreement provides otherwise, tear down of tables, chairs and equipment shall be by the User, with assistance from the Associate Pastor/TBC staff member.
10. The kitchen facilities may only be used providing the user has been previously instructed on the use and operation of the dishwasher, coffeemaker and supplies by a TBC supervisor or representative and that use of the kitchen facilities was included in the use agreement.
11. No food or beverages may be served in areas not arranged for ahead of time.

12. Furniture and equipment may not be removed from the building without the approval of the Associate Pastor.
13. Events should be concluded on or before 9:30 p.m. to allow sufficient time for vacating and closing down the building by 10:00 p.m., unless approved in your Use Agreement.
14. The active Member of Trinity requesting the rental must be the authorized overseer or person in charge, who shall be specified in the Use Agreement.
15. A representative of TBC must be present during the use, and has authority to make decisions on behalf of TBC. This representative shall be the person identified in the Use Agreement or his/her designee. The user shall cooperate with and follow any directions and instructions of the TBC representative.
16. All children under the age of 12 must be supervised by an adult over 18 at all times. All users must ensure that they provide their own supervision of children.
17. TBC assumes no responsibility for articles left at the Premises.
18. The User is responsible for and shall pay all costs associated with breach of these Regulations, the Facilities Use Policy, or the Use Agreement, and for all loss or damage to church property caused by them, their guests and third parties providing services to them. All damage or broken items must be reported to the TBC supervisor who must then inform the Associate Pastor.
19. All garbage must be cleaned up and disposed of into the appropriate bins outside of the church in the parking lot.
20. The User must leave the facilities in the same standard of cleanliness as they found it upon their arrival.
21. Use of audio-visual equipment, including TBC's equipment, is permitted only under the supervision of persons authorized by TBC and must be requested in the Use Agreement.
22. TBC owned sports equipment may only be used if arranged and approved of in advance and specified in the Use Agreement and all such sports equipment must be returned to their appropriate storage spaces.