

# **Building Use Policy and Forms First Church Unitarian, Littleton, Massachusetts**

Church Office Administrator: office@fculittle.org (978) 486-3044

Minister: minister@fculittle.org
Music Director: music@fculittle.org
Sexton: sexton@fculittle.org

Videography and Sound: video@fculittle.org
Policy approved by Standing Committee April 2, 2024

## Purpose

First Church Unitarian, Littleton, is pleased to offer the use of our historic building. The Building Use Policy is designed to encourage the use of our church building by congregants and neighbors, while ensuring the well-being of the building, and those who use it.

## **Space/Facilities Available**

## **Sanctuary:**

The Sanctuary seats up to 220 people. Use of the Sanctuary is subject to the approval of the Minister. The piano and organ are available for use with the approval of the Music Director. The audio/video system (PA system, 86" sanctuary video screens, and multi-platform streaming equipment) are available. These must be operated by a member of the Videography/ Sound team. The sound system must be operated by the Sexton or an authorized Church member. The piano and organ are available with the approval of the Music Director. No food or drinks other than water are allowed in the Sanctuary.

#### **Alliance Room:**

The Alliance Room is a small meeting space with the atmosphere of a living room. The seating capacity is 15 to 20 persons. No food or drinks other than water are allowed in this room.

## **Vestry:**

The Vestry is a gathering room on the main level of the Church. It is adjacent to the Upstairs Kitchenette. Capacity of this space is 50-75 persons. Tables and chairs are available. Video projection and sound equipment are also available.

## **Upstairs Kitchenette:**

The Upstairs Kitchenette contains equipment and cups for coffee and tea, a 4-burner electric stove, an oven, a dishwasher and utensils for the service of light appetizers and desserts. It is available for use with an event held in the Vestry.

# **Dining Room:**

The Dining Room is on the lower level of the building. Capacity of this space is 75-100 persons. Tables and chairs are available. This space may be used in conjunction with the adjacent kitchen facility.

#### **Downstairs Kitchen:**

The Downstairs Kitchen is available for use in conjunction with of the Dining Room. This kitchen contains two 4-burner electric ranges with ovens, warming drawers, refrigerators, a freezer, pots, pans, utensils and dinnerware. It includes appliances for preparation of coffee and tea. The kitchen may also be utilized as a commercial kitchen for medium-scale baking and canning.

# **Other Church Property**

Tables, chairs and kitchen equipment and sound and video equipment are available for use in the Church.

### **Other Church Access**

There are two all-access restrooms in the Main Floor Hall. There are two all-access restrooms in the Downstairs Hall.

# **Hours of Availability**

The church is available for use daily from 8 AM to 11 PM, except for Sundays from 8 AM to 3 PM.

# Access to the Church Building

Two driveways are used for closer access to the Church building. The Church Office door is found in front of the small front driveway and parking area that parks 3 cars. The driveway to the right of the building gives access to an entrance on the lower level for the Dining Room and Downstairs Kitchen. The Church building is accessible via the Sanctuary doors, two more doors on the right side of the building, and via a ramp on the left side of the building leading to the Vestry. A lift in the Church Volunteer Center provides interior access to the Sanctuary. The building and sanctuary are handicap accessible via the doors on the left side of the building leading to the sanctuary and use of the lift in the Volunteer Center.

## **Parking**

Parking is available across the street next to the Fire Station in the parking lot for Fay Park and along the Church side of Foster Street, which is especially for handicapped vehicles. Parking is also in marked spaces around the island bordered by Foster and Rogers Streets, and across Route 110/2A (to the left of the end of Rogers Street) at the entrance to Castle in the Trees playground.

## **General Requirements for Building Use**

First Church Unitarian, the Church, is not a commercial institution and its building and furnishings should be treated as you would treat your own home and furnishings. The building is located in a residential area and we require that the peace and privacy of our neighbors is respected.

This is a Unitarian Universalist Church and is solemnly committed to the seven principles of our faith. In accordance with these principles and our commitment as a Welcoming Congregation, the Church reserves the right to refuse the use of the building, or to cancel any building use agreement, in connection with individuals or groups who deny people access to their events based on race, gender, ethnicity, sexual preference or orientation, identification, economic status or religion.

The Church, in accordance with our commitment as a Green Sanctuary, is committed to the reduction of our impact on the environment. All users of our building must comply with our reuse/recycling requirements. (See "Recycling" below.)

The Church reserves the right to cancel the use agreement if the purpose of the building use is misrepresented in any way.

#### Reservations

The process for making a room reservation varies, according to the following categories:

#### For Church Committee work:

- 1. Check room availability on the Church online calendar or call the Church Office Administrator.
- 2. Complete the Online Scheduling Form. (See Appendix A.)
- 3. Wait for email confirmation from the Church Office Administrator.
  - a. If you are collaborating on a public event with an outside organization, a Liability Insurance Certificate from that organization is required. (See additional details below under "Liability Insurance Requirement".)

## For long-term (recurring) building use:

- 4. Submit your request in writing to the Chair of the Standing Committee (SC-Chair@fculittle.org)
- 5. Such requests are reviewed on a case-by-case basis.

## For all other events:

- 6. Complete the Building Use Application/Agreement and send it to the Church Office Administrator. (See Appendix B.)
- 7. The Church Office Administrator will communicate within two weeks of receipt of your application the status of approval. Upon approval, the Church Office Administrator shall also then forward the application including the indication of approval to the Church Treasurer so that the invoice for deposit can be provided to the applicant.
- 8. Contact Church personnel whose services may be involved to make appropriate arrangements.

*Note*: It is recognized that in addition to the formal process described here, there may also be informal conversation/ email correspondence between the applicant, Minister, Music Director, Sexton/Facility Manager, Church Office Administrator, and Videographer/Sound Team to clarify matters prior to submitting the application/agreement.

## Fee Structure (See Appendix A for Building Use Fee Schedule)

## Building use for events of an outside organization/individual:

- 1. Usage Fee is required. A deposit of 50% is required once the application has been approved. Applicants shall remit the deposit to the Church Treasurer within one week after the Deposit Invoice has been provided to the applicant. An invoice for the final 50% will be sent to the applicant following the receipt of the deposit, with the balance due and remitted to the Church Treasurer at least one day prior to the scheduled date of facility use. In the event of cancellation, fees paid are refundable on the following schedule, based on how much notice is given for the cancellation:
  - a. 2 months prior to the event full refund
  - b. Less than 2 months to 2 weeks prior 50%
  - c. Less than 2 weeks prior no refund
- 2. Sexton Fee is required. Ministerial/Music Director/Video/Sound Team Fees must be paid when applicable, separately from other fees.

## **Right of First Refusal:**

Both the Music Director and the Minister must be asked if s/he is available to conduct each Church service. If s/he is available, but you choose to have someone else, a \$100 donation to the FCU Music Fund or the FCU Minister's Discretionary Fund is requested.

## **Liability Insurance Requirement**

For building use applications from an outside organization/individual (Not the Church or a Church Member), a General Liability Insurance Certificate must be obtained for at least \$1,000,000 in which the First Church Unitarian is listed as the "additional insured" party. The certificate must include a provision that the insurance will be in force for the date(s) of building use. The insurance certificate must be remitted to the Church Treasurer and is due at the time of the 50% deposit of fees. Please note that a reservation will not be considered "complete" until both the 50% fees deposit AND the Liability Insurance Certificate have been received.

# **Hold Harmless Agreement**

For Building Use Applications from an outside organization/individual (not the Church or a Church Member) a signed Hold Harmless Agreement must be attached to the Application. (See Appendix D.)

#### **Sexton Services**

The Sexton is the keeper of the building and grounds of First Church Unitarian. When the Sexton is paid for services at an event, these services include:

- 1. Opening and closing the building entrances;
- 2. Being available to answer questions about the facility;
- 3. Helping the user prepare the space for their event;
- 4. Assisting in the set-up of tables, chairs, or staging;
- 5. Clearing the walkways and entrances in the event of snow.

# **Videography and Sound Services**

Services by the Videography/Sound Team include: Displaying pictures and slides, as well as playing videos on the sanctuary screens, playing pre-recorded music (possibly as part of a video), and streaming the event to YouTube. This includes a recording which the renter can download. There is no guarantee of quality, but the Videography Team will do

their best. As for the charges, mics and PA are included in the sanctuary rental. Anything more than mics and PA (e.g., involving the screens, streaming, recording) will incur a minimum charge of \$100 for two hours, plus \$50/hr after that, to be arranged with the Videography/Sound Team. Fees apply to non-church member rentals. For Church members, a donation to the church is requested, as is customary.

The Videography/Sound Team must be contacted prior to contracting for building use to determine availability at <a href="mailto:video@fculittle.org">video@fculittle.org</a>. Once building use is contracted, service must be confirmed by contacting the Videography/Sound Team (video@fculittle.org) and Church Office Administrator (office@fculittle.org).

# Recycling

Please separate all one stream recyclable materials from your trash and place them in the recycling containers located in the Vestry and Dining Room. Excess recyclables may be left bagged next to the trash containers on the lower driveway outside of the back door. All other materials are to be placed in the regular trash. Please make every effort to use biodegradable and recyclable materials at your event!

## Alcoholic Beverages

Only beer and/or wine may be served and consumed at the Church; no hard alcohol is permitted. Service and consumption of beer and/or wine is subject to the following requirements:

- 1. The user/applicant agrees to be solely responsible for adherence to and compliance with Littleton local and Massachusetts state liquor laws. The Church shall be held harmless for acts or events related to the consumption of alcohol at the Church.
- 2. At events with a cash bar, including 'voluntary' donations, or at events for which an entry fee is charged, a permit from the Town of Littleton is required and must be provided at the same time the 50% deposit is due, and
  - a. A Certificate of Insurance for Liquor Liability of at least \$1,000,000 is required and must be attached to the Building Use Application. This insurance is required in addition to the Building Use Liability Insurance.
  - b. The applicant/user, event organizer or their designee may serve beer and/or wine only.
- Alcoholic beverages and containers may not be left on the premises. This includes empty containers in the trash.
   They must be completely removed from the Church building and property at the end of the event by the user of the building.
- 4. The user/applicant will purchase/supply the beer and/or wine.

#### Kitchen Use

## **General Requirements:**

- PLEASE DO NOT LEAVE ANY FOOD BEHIND IN THE REFRIGERATORS!
- 2. Please use equipment in the kitchen for its intended purpose. Both kitchens are intended for the re-heating, arrangement and service of food. They are not set up or intended to be used for large-scale food preparation.

#### **Open Flames:**

1. Open flames such as those from Sterno® or candles, for warming of food is only permitted in proper containers designed for this purpose. Decorative candles in glass, metal or ceramic containers may be used on tables. Open flames of any type shall never be left unattended at any time.

# **Before Leaving the Kitchens:**

- 1. The space must be fully cleaned.
- 2. All trash bagged and removed to the containers on the driveway outside the back door on the lower level.
- 3. All appliances and utensils must be cleaned and replaced where they were found.
- 4. The counter top surfaces will be left wiped and clean.
- 5. The dishwashers must be filled and run. Congregants are asked to return after an event to empty dishwashers.

## **Food Safety:**

The Church is not responsible for food safety at any event. All persons using the kitchen facilities must comply with all legislated food safety rules and regulations. To help ensure that food is safely prepared and served, the Church recommends that the building user engage the services of a professional caterer.

## **Additional Requirements for Building Use**

The person who signs the Building Use Application is responsible for ensuring the following additional conditions are met:

- 1. Compliance with all local, state and federal laws.
- 2. Firearms (loaded or unloaded) are not permitted on Church property at any time except in the possession of a public safety officer on duty.
- 3. Illegal drugs and narcotics, or fireworks of any type are not permitted on Church property at any time.
- 4. Smoking is not permitted anywhere in the Church building or outside within 20 feet of any entrance to the building.
- 5. No food or drinks other than water in a closable container are allowed in the Sanctuary or the Alliance Room.
- 6. As some persons who may enter the Church are sensitive or allergic to scents or chemical substances, whether with or without odor, please do not wear or use scents or scented substances during building use. These include, but are not limited to scented candles, incense, perfume, cologne, air fresheners, cleaners, and deodorizers.
- 7. Storage space is not available for non-Church uses.
- 8. Emergencies must be reported immediately to the appropriate authorities (note to call 911 and that the Littleton Fire Station is directly across the street from the Church). Please also report emergencies to the Sexton or a Church staff member as soon as possible.
- 9. Use of any office equipment, including telephones, is prohibited to Non-Church members, except in case of emergency.
- 10. Children must be supervised at all times in accordance with the Church Safe Congregation policy. Toys, materials, and classrooms are used solely for Church events.
- 11. No string, staples, tacks, nails, screws, glue or permanent tape may be used to secure decorations. Only removable tape (such as 'drafting' tape) that will not damage paint or woodwork is permitted.
- 12. Open flame candles with appropriate protection from dripping wax may be used in conjunction with worship services. Otherwise, candles may only be used in suitable non-burnable container designed for candles. Open flames are never to be left unattended in or around the Church building. Fire extinguishers are available.
- 13. Animals, other than those engaged in service to humans, are not allowed on the Church property or in the building.
- 14. The use of the organ, grand piano in the sanctuary must be approved in writing by the Music Director.
- 15. Use of the audio/video system (beyond mics and PA) must be approved by the Videography/Sound team and operated by a member of the Church's videography/Sound team.
- 16. Use of celebratory rice and confetti is prohibited on Church property. Birdseed use is allowed outside the building.
- 17. Upon leaving the building, the user is asked to assure that:
  - a. windows are shut,
  - b. lights are turned off (including the rest rooms),
  - c. faucets are turned off,
  - d. the toilets are not running,
  - e. stoves and appliances are turned off, and
  - f. the building is restored to its pre-use condition.

## **Event Cancellations by the Church**

- 1. The Church reserves the right to cancel any function if the building becomes unusable due to circumstances beyond its control (for example, but not limited to broken water pipes, loss of heating, weather, civic or community emergencies). In the event of such a cancellation, the Church will refund all fees that had been paid. The Church shall have no further responsibility to the applicant such as, but not limited to, finding an alternate location.
- 2. First Church Unitarian is a religious organization whose first obligation is to its members and their community. While extremely unlikely, the Church may need to amend a Building Use Agreement to reschedule or reassign a reserved space should it be needed for a pastoral or other emergency.
- 3. Every accommodation will be made to respect an existing Building Use Agreement however changes to such an agreement may be made with the approval of the Minister and Standing Committee.
- 4. Should such a circumstance occur, all fees paid shall be refunded in full.

# Damage to the Church Building

Any damage caused by your event must be reported to the Sexton, Minister, or Church Office Administrator. The cost of repair, in addition to an administrative fee not to exceed \$100 is the responsibility of the applicant/user.

#### **Related Documents**

- 1. Appendix A: Online Scheduling Form
- 2. Appendix B: Building Use Application/Agreement
- 3. Appendix C: Building Use Fee Schedule
- 4. Appendix D: Hold Harmless Agreement

*Note*: All requests for building use by outside groups shall be directed to the Church Office Administrator who will forward requests to the Chair of the Standing Committee for approval. The Church Office Administrator shall keep the Standing Committee apprised of requests for building use by non-committee church groups.

# Appendix A: Online Scheduling Form

https://www.fculittle.org/online-meeting-space-request-form/

# Appendix B: Building Use Application/Agreement

- 1. Download and print; and submit hardcopy, or scan and email the pdf, to the Church Office Administrator (office@fculittle.org).
- 2. Use this form for all building use requests other than church committee work.

First Church Unitarian 19 Foster Street Littleton, MA 01460 (978) 486-3044 office@fculittle.org

## **Building Use Application/Agreement**

ne of applicant: Email:				
Address:				
Date of application: Date request				
Time (including set up and clean up): Start:				
Note: Scheduling of events are subject to the availability of the Church Sextor				
I am a church member or pledging friend Yes No (Check o				
Note: A pledging friend is an individual who participates in church life and mal membership book. Check "No" if co-sponsored by member or pledging friend	kes an annual financial pledge but chooses not to sign the			
If no, please attach a liability insurance certificate as described in the Building include a signed copy of the Hold Harmless Agreement. See Appendix D.	Use Policy under "Liability Insurance Requirement" and			
Indicate the kind of event you wish to hold: (Check all that apply)				
Wedding Funeral/Memorial Serv	Funeral/Memorial Service Other			
Public event with admission fee Public event no admiss	sion fee Private use no admission fee			
Identify the Church space(s) you are requesting: (Check all that apply.) Sanctuary VestryAlliance Room Upstairs kitchenette	eDownstairs kitchenDownstairs dining room			
Will your event require the services of the Church minister? Yes No	Do you plan to serve alcohol at the event? Yes No			
Will your event require the use of the piano, organ or video/sound system?  Yes No  Will your event require the services of the Music Director?  Yes No  Events requiring the services of the Church Minister, Music Director, piano, organ or video/sound technology require approval by the Minister, Music Director and Video Team respectively. See terms in our Building Use Policy.	If yes, above, please attach a permit from the Town of Littleton and a certificate of insurance for liquor liability as described in the Building Use Policy under "Alcohol Use." Please note that a request to serve alcohol is subject to approval by the Standing Committee			
Please sign and date the statement below:				
I agree to abide by the policies of First Church Unitarian Littleton as set forth i	in the Building Use Policy.			
Signature:				
Print name:	Date:			

# Appendix C: Building Use Fee Schedule

		Space Required				
User & Usage	Sanctuary	Vestry Cap: 50-75	Dining Cap: 75-100	Downstairs Kitchen	Alliance Cap: 15-20	Sub Total
	Cap: 220					
Church-Sponsored Event						
All occasions	N/C	N/C	N/C	N/C	N/C	
Church Member/Friend						
Public event with admission fee (note 1)	200 or 20%	100 or 10%	200 or 20%	100 or 10%	100 or 10%	
Public event no admission fee	100	50	100	50	N/C	
Private use no admission fee	100	50	100	50	N/C	
Long-term Use	50	25	50	25	25	
Wedding	donation	donation	donation	donation	donation	
Funeral/Memorial Service	donation	donation	donation	donation	donation	
Non-Church Member/Friend						
Public event with admission fee (note 1)	400 or 20%	200 or 20%	400 or 20%	200 or 10%	N/A	
Public event no admission fee	200	100	200	100	N/A	
Private use no admission fee	400	200	400	200	N/C	
Long-term Use	100	50	100	50	50	
Wedding (See note 3)	400	N/C	N/A	N/A	N/C	
Funeral/Memorial Service	200	100	200	100	50	

## Notes:

- 1. % calculation is of the gross gate receipts. Fee paid is the lower of the % and the listed fee.
- 2. Changes or adjustments to these fees require Standing Committee approval.
- 3. **The wedding fee** includes the use of the Vestry and Alliance rooms in support of the ceremony. Should space be required for a reception, these are subject to the applicable rates listed above.
- 4. **Minister, Music Director, Sexton, and Video/Sound fees**, if applicable, are in addition to these building use fees. Contact the minister (minister@fculittle.org), the music director (music@fculittle.org), the sexton (sexton@fculittle.org), or the video/sound team (video@fculittle.org) respectively, for further information.
- 5. **Sexton fee**: typically \$100 per appearance, subject to other arrangement with the Sexton. Required for church-sponsored events outside of those usually on the church calendar. Payment to be made directly to the Sexton.
- 6. In the event of a cancellation, see the FCU Building Use of Wedding-Commitment Policy for terms.

## **Appendix D: Hold Harmless Agreement**

First Church Unitarian, Littleton Massachusetts
19 Foster Street
Littleton, MA 01460

#### HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the user/lessee/tenant agrees to release and to defend, indemnify and hold harmless the First Church Unitarian of Littleton, Massachusetts and its directors, officers, agents, employees, successors, assigns and other representatives from and against all claims, damages, losses and expenses, direct and indirect, consequential or otherwise, including but not limited to money damages, attorney's fees and costs incurred in connection with any such claims or in proving First Church Unitarian's right to indemnification, arising out of or resulting from the acts or omissions of the user/lessee/tenant or its agents and/or anyone directly or indirectly employed by user/lessee or anyone for whose acts user/lessee/tenant may be liable.

First Church Unitarian, Littleton, is not responsible for the loss or theft of any personal or rented items belonging to or used by any caterer, lessee and/or guests of the lessee.

The lessee agrees to pay for all damages to any property at the Church building and grounds that result directly or indirectly from the conduct of any member, officer, employee, agent or guest of the renter or its invitees.

User/lessee/tenant:
By: [Print Name]:
,
By: [Signed]:
Title:
Date Agreement Signed:
Date of Event