



First Presbyterian Church

Santa Fe, New Mexico

208 Grant Ave

Santa Fe, NM 87501

505.982.8544

www.fpcsantafe.org

Policy Number

Facilities 3.1

Facilities Use Policy Fee Structure Terms and Conditions and Emergency Information

First Presbyterian Church

Santa Fe, New Mexico

Facilities Use Policy

In light of the many activities held in our building, and because the primary purpose of the building is to gather to worship God, participate in the sacraments, give and receive instruction, initiate Mission, and enjoy Christian fellowship, it is important that we manage the use of the facilities well, with care to preserve its beauty and function.

The priorities for the use of the church facilities are listed below. Groups may be organized or not, for-profit or nonprofit.

1. **Church groups:** Regularly scheduled meetings to carry out the mission of the church.
2. **Church-related groups:** Church sponsored organizations; interfaith groups, and groups which carry out the purposes of the church
3. **Non-church related groups:** Church member or staff related groups, community interest groups, receptions, non-church sponsored recitals, recreation and fellowship activities, club meetings, groups led by church program staff members, or others whose use is consistent with the policy and approved by the Facilities Committee
4. **Use of church property off premises:** Church members only may request use of church property for non-related church use off site.

First priority is given to those groups within the church family. On rare occasions, groups may need to be moved to accommodate an event of great importance—a wedding, a funeral, etc. When this happens alternate arrangements will be sought with the preempted group.

All requests will initially require a Request Form to be completed. If approved, a Facilities Use Agreement and Activity Participation Agreement(s) will be sent to the group for signature, along with an invoice listing the fees and any additional terms and conditions that may apply to the type of use.

The facilities of the church are not available for partisan purposes-or for fund raising purposes for organizations outside the mission of the church. The Facilities Committee will review each application on a case-by-case basis, and may agree to modify terms and conditions, waive insurance requirements, waive or modify fees. The Facilities Committee may also designate this authority in writing to certain staff members, specifying the types of request they are allowed to approve without prior authorization, e.g., those that are time-sensitive or mission-critical. Groups requesting regular use, once approved, will coordinate with church staff to schedule use, as long as required forms and documents are kept up-to-date. Otherwise a new Request Form will be required.

If liability insurance is required coverage is to be at least \$1 million limit of liability coverage and \$5,000 premises medical payments coverage. Additional coverage may be required based on the type of usage. **A certificate of insurance listing the church as an additional insured must be received prior to use.**

Approved by Session on 12-17-14

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Fee Schedule—General

The assessment of fees may be adjusted or waived at the discretion of the church pastoral staff or the Facilities Committee.

These fees are normally for non-church related groups, but may be changed for any group or individual. This charge is for one calendar day of use for the time period specified in the application.

Sanctuary: (capacity of about 250 people)	\$ 500.00
McFarland Chapel (capacity of about 60 people)	\$ 200.00
Rendon Room (capacity of about 30 people)	\$ 150.00
Pope Hall A, B, and C (capacity of about 180 people)	\$ 300.00 (includes kitchen)
Pope Hall A, B, and C (capacity of about 180 people)	\$ 250.00 (no kitchen)
Pope Hall A, B, or C (capacity of about 60 people)	\$ 100.00
Kitchen only	\$ 75.00
Rooftop Garden (capacity of about 60 people)	\$ 100.00
Third floor rooms (capacity of 8-15, depending on room)	\$ 75.00

All fees, payable to First Presbyterian Church, are due at least one week before the event. If fees total more than \$1000, a deposit may be requested at least one month in advance.

Fee Schedule—Overnight Groups

There is a fee of \$50 per night for overnight groups to cover janitorial and utility costs. For groups not related to the Presbyterian Church there will be an additional fee of \$10 per person per day.

Fee Schedule—Instruments

Use of musical instruments is subject to the approval of the Director of Music. Instruments in the Sanctuary are charged a separate fee for use. If groups are renting other rooms, they still must indicate if they plan to use the pianos located in those rooms, but these are only tuned twice per year. Additional tunings of any instrument (except the organ) may be requested at least two weeks in advance at a cost of \$110 per tuning.

The Steinway Concert Grand in the Sanctuary is owned by the Santa Fe Chamber Music Festival and can be rented at a cost of \$260 per performance, one tuning included, with additional performances of the same concert on consecutive days or within a short time frame costing \$150 per performance without tuning. User will give a separate check to the church written out to the Santa Fe Chamber Music Festival.

The harpsichord in the Sanctuary can be rented at a cost of \$200 per performance, one tuning included, with additional performances of the same concert on consecutive days or within a short time frame costing \$100 per performance without tuning. The organ costs \$200 per performance and \$100 for additional performance, but no tuning is included.

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Fee Schedule—Performances/Concerts/Rehearsals

Fees depend on the performance space desired. Fees for **rehearsals only** and no concert will be negotiated depending on the space used and the number of rehearsals.

Sanctuary: \$500 for one use (including one rehearsal without additional charge and use of additional mutually agreeable space for warm ups/breaks). For multiple performances of the same concert on consecutive days or within a short time frame approved by the church, \$250 for each additional use of the Sanctuary (including one additional rehearsal for each such use).

McFarland Chapel: \$200 for one use (including one rehearsal without additional charge and use of additional mutually agreeable space for warm ups/breaks). For multiple performances of the same concert on consecutive days or within a short timeframe approved by the church, there is \$100 fee for each additional use of the McFarland Chapel (including one additional rehearsal for each such use).

Pope Hall: \$250 for one use of A, B and C (including one rehearsal without additional charge and use of additional mutually agreeable space for warm ups/breaks). For multiple performances of the same concert on consecutive days or within a short time frame approved by the church, \$125 for each additional use of Pope Hall (including one additional rehearsal for each such use). If only A, B or C is used, the initial fee shall be \$100, and \$50 for additional use.

All Other Spaces: The initial fee shall be \$100, and \$50 for additional use.

There shall be no charge for approved concerts which benefit programs of the Church. If tickets are sold or freewill offerings are made for such concerts, the proceeds shall be given to the Church. **The church may approve reimbursement of some out-of-pocket expenses.** The user will provide to the church an accounting for all such out-of-pocket expenses previously approved.

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General Terms and Conditions

1. The user will be expected to complete and keep up-to-date all required forms, e.g., Request Form, Facilities Use Agreement, Activity Participation Agreement, and Certificate of Insurance.
2. All groups will restrict their activity to the rooms assigned.
3. Each group will be held responsible for the care and condition of the space and equipment used.
4. All groups will perform their own general clean up and return of furnishings to their original positions. All program materials brought by the group will be removed from the space when the event is over. All trash must be picked up and placed in waste or recycling receptacles.
5. All needs should be listed on the original request form.
6. Smoking or the use of alcohol or other mood altering substances or the possession of firearms is not permitted on church premises.
7. No gambling activities, including raffles, are allowed on church property.
8. Requests to decorate the space or post signage must be stated on the written application. No screws, nails or tacks may be used. Only removable, non-marking, masking tape or materials may be used.
9. If your request includes use of the kitchen, overnight usage, performance/concert space, or if your group includes minors, see additional terms and conditions for these types of usage.
10. Use of any of the church musical instruments, including the pianos belonging to the Santa Fe Chamber Music Festival, must be approved by the Director of Music who will be involved in the approval process for performances and concerts.
11. If needed, code(s) and/or key(s) may be issued and must not be misused. If lost, any costs associated with recoding and/or rekeying locks will be charged.
12. Any use of the church building posing a threat to the building or any person in it, or to its contents, is not permitted.
13. Church premises and/or property may not be used for any unlawful purposes, and all laws, rules and regulations of all governmental authorities will be obeyed.
14. Any pastoral counselor, lay counselor or lay advisor using church premises must be approved by the Pastor and Session. The list of approved counselors will be maintained by the Pastor.

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Terms and Conditions for Use of Church Facilities by Overnight Groups

We welcome mission groups for overnight stays at First Presbyterian Church in Santa Fe.

Please review the church policy and pertinent terms and conditions. Groups with minors must be compliant with terms and conditions for groups including minors.

We limit groups to a maximum size of 15 and for no longer than one week.

In addition, it is vital that in using our facilities you follow these guidelines.

1. Meet representatives of the Hospitality Team who will walk guests and their leaders through a Check-in List. This Check-in List will give basic information about use of the facility, answer questions, provide an entry key to one advisor of the group, and stress that the facility must be returned in the condition that you found it in.
2. Every morning sleeping bags and traveling bags must be returned to designated storage. We are not responsible for items that are lost or stolen.
3. After use of any room, all trash must be picked up and cleared immediately.
4. Kitchens must be cleaned daily. (See terms and conditions for kitchen use and abide by any additional instructions posted in the kitchen.)
5. Bathrooms and showers must be cleaned daily, toilets and counters disinfected and floors mopped.
6. Lock doors, close windows, and turn off lights.
7. Return any key(s) or church property to the Hospitality Team after walking through check out.

There may be times when church groups will use the space you are assigned. At those times, you will need to be in another location while those programs are taking place. A church calendar, indicating use, will be given to you on arrival.

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Terms and Conditions for Use of Church Facilities by Groups including Minors

The Keeping the Church Safe for Youth and Children policy will be included in information sent to groups that include minors. In the Facilities Use Agreement, users will certify that they will abide by that policy.

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Terms and Conditions for Performances/Concerts/Rehearsals

Those giving the performance will be responsible for:

1. All publicity
2. Programs and their reproduction
3. Securing performance rights for all presentations
4. Providing all performers with purchased copies of all works performed
5. All equipment needed for performance
6. Advance sale and distribution of tickets
7. Hosts, ticket collectors, money collectors and ushers
8. Restoring space(s) used to original configuration

Each group should provide a House Manager. If one is not available from the group, the church will find a staff or church member to serve at an hourly rate of \$25. The responsibilities of the House Manager includes coordinating the activities of the user and verifying compliance with all building use requirements from the time the participants in the concert arrive until the premises are vacated.

The Chapel will accommodate ensembles no larger than 12 members.

The Sanctuary will accommodate ensembles no larger than 45 in the chancel area.

Use of musical instruments is subject to the approval of the Director of Music.

Per fire code the Chapel will accommodate an audience of 75 people and the sanctuary 200-225 people plus members of the performing ensemble. Should you anticipate your event will attract more people than the space can accommodate, the group must prepare and distribute tickets for your performance and limit the size of the audience to these accommodations, or plan ahead to schedule multiple performances. Last minute decisions to repeat performances to accommodate an overflow crowd are not permitted. If any other room is desired for performance space, appropriate number per fire code will be established and followed.

Touring concert groups cannot be accommodated in homes of church members. Overnight stays are covered in the terms and conditions for Overnight Groups staying in the church. If minors are part of the group see terms and conditions for Groups Including Minors. Meals are the groups own responsibility.

Normally Saturday concerts are not scheduled for other than church-sponsored groups. On occasion Saturday concerts may be authorized, provided the user agrees to pay in addition to the established fees, the extra janitorial costs necessary to prepare the church for Sunday services.

Access to the underground parking garage is limited to church staff, employees and volunteers. Concert use for elderly and disabled guests only, if available at all, will be established on a case by case basis.

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Terms and Conditions for Use of Instruments

The following apply to anyone using instruments in the church, including the Steinway pianos owned by the Santa Fe Chamber Music Festival:

1. The user agrees to be liable for the full value of instruments and any furniture, such as benches, that are part of the instrument.
2. User further agrees to assume complete liability for any person using the instrument and to restrict use to those approved by owner.
3. The term of rental is the day or days specified in the facilities use agreement.
4. Except for the organ, the fee shall include one tuning by a tuner of owner's choice and with the request made by user at least two weeks in advance of the performance to the church's Director of Music. Any additional tunings shall be at user's expense. Under no condition shall user order an independent tuning or adjustment of an instrument.
5. In general, instruments should not be moved, but should the instrument's position need to be changed, during rehearsal or performance, user agrees that such movement of the instrument shall be carried out with extreme care.
6. User agrees not to place any object on the lid of any piano. Sheet music may be placed on the music stand provided, but may not be placed elsewhere on the piano. Should the music rack need to be removed for performance, user agrees to place this rack carefully on the folded cover of the piano, out of the way of possible damage. At no time shall the lid of the piano be removed without written permission from owner. No objects shall be placed under the pianos or too near them as to potentially cause damage, and no item, including a conductor's podium, shall be placed under any part of a piano's wheels or spider dolly.
7. Any group using the Steinway Concert Grand for a concert should insert the following statement in any printed program: The piano is a Steinway Concert Grand made available by the Santa Fe Chamber Music Festival.
8. Under no circumstances shall a piano be internally or externally prepared for use in contemporary or other music without prior written permission from owner.
9. No cleaning/dusting of any instrument should be attempted by the user. Any condition problems must be brought to the attention of the owner.
10. Owner reserves the right to refuse to rent an instrument and also to cancel the rental if the terms and conditions are not being followed.

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Terms and Conditions for Kitchen Use

The kitchen includes a commercial gas range; a refrigerator; a commercial dishwasher; dishes and silverware; and pots and pans.

1. Water is scarce in Santa Fe. Please be environmentally responsible.
2. The refrigerator contains products in use by other groups in the church. Please mark your items with your group's name. The refrigerator must be accessible to other groups in the church.
3. You may use the dishes and silverware in the pantries.
4. All food must be scraped from plates into either the trash or compost container.
5. All of your food must be removed from the refrigerator and elsewhere in the kitchen when you leave.
6. The kitchen must be kept clean during your use and dishes washed regularly. There is a key in the kitchen that gives you access to the custodial closets for cleaning supplies
7. Use of the commercial dishwasher and gas range must be specifically authorized, and training given on their operation before use.
8. Food prepared must be consumed only by members of the group authorized to use the kitchen. Food prepared for public consumption must be prepared by church groups or ministries. Contracted caterers may use kitchen to prepare food only for approved events.

ASK FOR ASSISTANCE IF YOU ARE UNSURE ABOUT HOW TO OPERATE ANY APPLIANCE OR IF YOU RUN INTO DIFFICULTY IN USING THE KITCHEN.

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Emergency Information

CALL 911 if there is an IMMEDIATE THREAT to life, health, safety and give them your location:

First Presbyterian Church
208 Grant Ave
Santa Fe, NM 87501

Church Phone Number: 505.982.8544
Facilities Phone Number: 505.501.3453

OTHER EMERGENCY SITUATIONS (defined below), notify at least one of these people:

**Harry Eberts 505.670.0636, Bill Adrian 505.603.1056,
John Whitcomb 505.982.3921, Krista Peterson 612.479.3809**

- A loss of cooling in populated areas of the church when the outside temperature is, or is expected to reach, 90 degrees or higher
- A loss of heating in populated areas of the church when the outside temperature is, or is expected to reach, 60 degrees or lower
- A gas leak
- An interior plumbing leak that cannot be isolated
- A sewer backup
- A total loss of electrical power not caused by outside factors such as storms
- Security problems such as doors that will not close or lock, especially the garage door
- Other threats to life, health and safety that do not require a 911 call

Other emergency numbers:

Elevator	Thyssen Krupp	800.281.5801
False Alarms	ATI	866.506.0456
	Fire Alarm account #39-6521	
	Burglar Alarm account #39-6520	
HVAC	AC & Heating	505.471.1400

If you are unable to identify the reason for an alarm going off, ALWAYS let the fire department or the police department respond first. DO NOT enter the building until emergency services arrive.

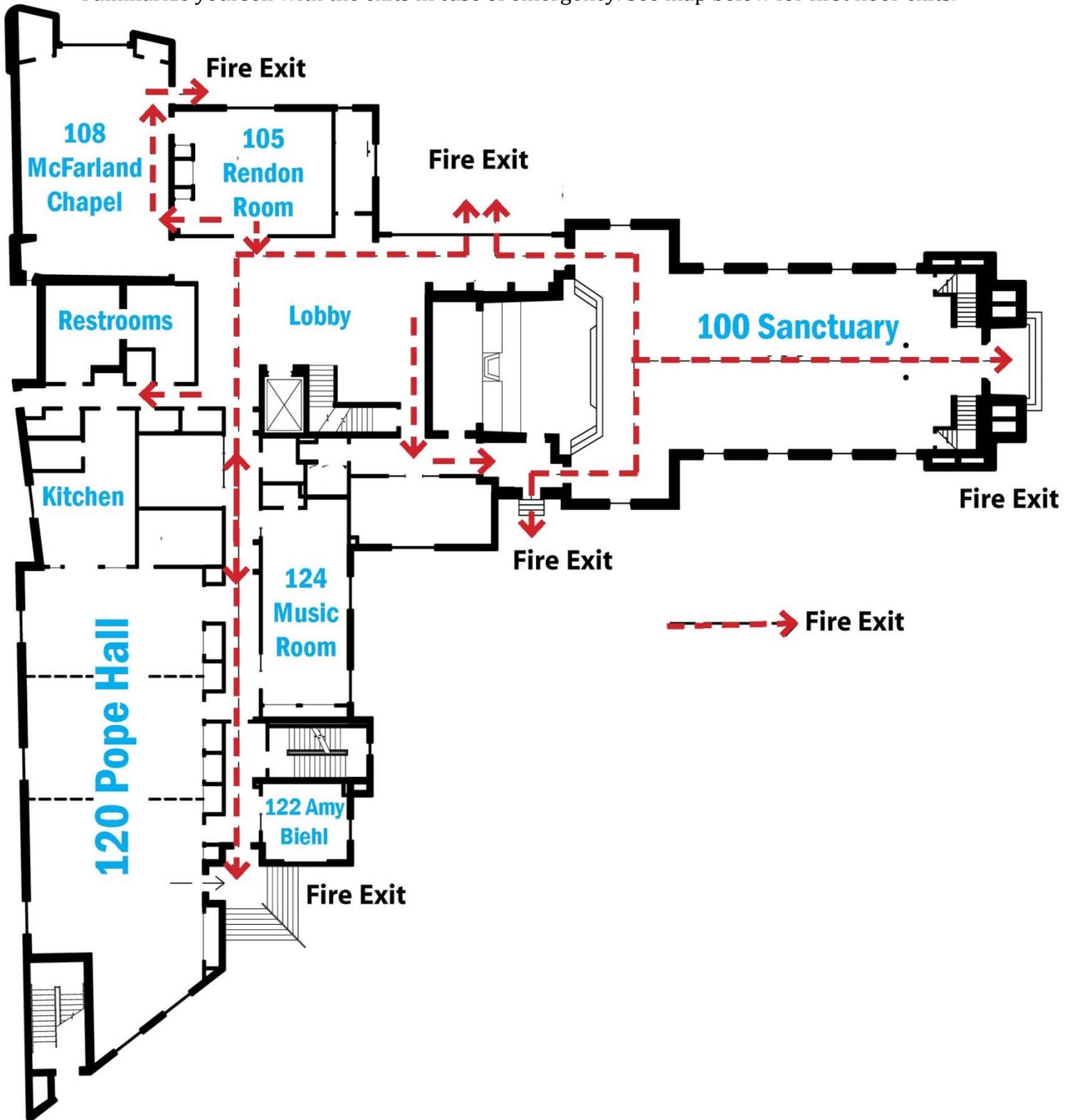
The following are examples of nonemergency situations where you should call and leave a message on the Facilities phone number 501.3453, but should not expect immediate response:

- Appliance problems (unless it's a gas leak)
- Electrical outages caused by outside factors
- Controllable leaks
- Roof leaks

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Familiarize yourself with the exits in case of emergency. See map below for first floor exits.



First Presbyterian Church
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Facilities Use Agreement

This agreement by and between First Presbyterian Church, 208 Grant Ave, Santa Fe, New Mexico 87501 and

User's name: _____

Address: _____

City/State: _____ Zip Code: _____

will take effect on _____
and will continue
for a period of _____

WHEREAS, the First Presbyterian Church owns the premises located at 208 Grant Ave, Santa Fe, New Mexico, which is normally used for religious, education and mission activities, and

WHEREAS, the User desires to use the facilities as described below:

Room: _____ Purpose: _____

Room: _____ Purpose: _____

Room: _____ Purpose: _____

Room: _____ Purpose: _____

It is Therefore Agreed By and Between the Parties:

Owner agrees to let User use the above described premises for the above described purpose on

Dates and times of usage: _____

Contact information for the Owner and User is listed below for coordination of the details of usage.

Name: _____ Name: _____

Phone: _____ Phone: _____

E-mail: _____ E-mail: _____

Fee Agreement User agrees to pay Owner \$ _____ for the use of the premises.

Non-fee Agreement In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use listed in this agreement.

User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

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User agrees to abide by the applicable terms and conditions indicated below:

- General Terms and Conditions
- Terms and Conditions for Use of Church Facilities by Overnight Groups
- Terms and Conditions for Use of Church Facilities by Groups including Minors
- Terms and Conditions for Performances/Concerts/Rehearsals
- Terms and Conditions for Use of Instruments
- Terms and Conditions for Kitchen Use
- Special Terms and Conditions

User agrees to hold harmless, indemnify and defend Owner (including Owner’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User’s purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner’s agents, employees and representatives) or otherwise.

Organizational Users: User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an “additional insured” on User’s policy with respect to the use by User of the above described premises.

Individual Users: If required, User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User’s inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____, _____

Owner

Printed Name: _____
 Signature: _____
 Position with
 Owner (title): _____

User

Printed Name: _____
 Signature: _____
 Position with
 User (title): _____

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Activity Participation Agreement

Activity Information *(To be completed by the activity sponsor)*

Sponsoring organization: _____

Address: _____

City/State/Zip: _____ Phone: _____

Name of sponsor's coordinator: _____ Phone: _____

Description of activity: _____

Date(s) and location of activity: _____

Participant Information *(To be completed by participant or authorized guardian)*

Name of participant: _____

Name of parents/guardian: _____

Address: _____

City/State/Zip: _____ Phone: _____

Name of emergency contact: _____

Daytime phone: _____ Evening Phone: _____

List allergies or medical conditions: _____

Is sponsor authorized to approve medical treatment? Yes No

Is participant covered by personal/family medical insurance? Yes No

If yes, name of insurer: _____

Policy or group number: _____

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Participation Agreement

I acknowledge that participation in the activity described above involves risk to the Participant (and to Participant's parents or guardians, if Participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage and financial damage.

In consideration for the opportunity to participate in the activity described above (the "Activity"), the Participant (or parent/guardian if Participant is a minor) acknowledges and accepts the risks of injury associated with participation in and transportation to and from the Activity. The Participant (or parent/guardian) accepts personal financial responsibility for any injury or other loss sustained during the Activity or during transportation to and from the activity, as well as for any medical treatment rendered to the Participant that is authorized by the Sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to hereinafter as the "Activity Sponsor").

Further, the Participant (or parent/guardian) releases and promises to indemnify, defend, and hold harmless the Activity Sponsor for any injury arising directly or indirectly out of the described Activity or transportation to and from the Activity, whether such injury arises out of the negligence of the Activity Sponsor, the Participant, or otherwise.

If a dispute over this agreement or any claim for damages arises, the Participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the Participant (or parent/guardian) and the Activity Sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.

Signature(s) (of Participant or of ALL parents/guardians if participant is a minor) and Date
