

# **Mountainside United Methodist Church Facility Users Guide Part I**

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Mountainside United Methodist Church (MUMC), located on U.S. Highway 14 in Cedar Crest New Mexico, is a hub of Christ-centered activities for all ages in the East Mountains. With that in mind, we gladly offer the use of our facilities. This guide is in two-parts.

Part one is for potential users and describes the facilities, scheduling process, use fees, and general rules for use of the facilities. The guide is effective November 23, 2015. Any organization currently using the MUMC facilities will continue under the present fee schedule until the end of their current agreement.

Part two describes the responsibilities of the MUMC staff, Board of Trustees, and Administrative Board.

## **1. Description of Facilities**

The facilities at Mountainside United Methodist Church consist of a two-story education and office facility, a sanctuary and narthex (foyer) area, and the Mountainside Activity Center (MAC).

- 1a. The education facility consists of offices, a fellowship hall and four classrooms. There are folding chairs and 6' rectangular tables available for use in these rooms. The education facility is heated but does not have air-conditioning.
- 1b. The sanctuary will seat approximately 200. There is an organ and piano in the sanctuary and users must coordinate their use with the Music Director. The sanctuary is heated and air conditioned. There is a complete audio/visual suite in the sanctuary that includes multiple microphones, visual projection, recording capability, and aids for hearing impaired. Use of the audio visual equipment requires an AV specialist. See the fee schedule in Section 7, Fees.
- 1c. The MAC consists of a large Welcome Center; a commercial kitchen; and Wagner Hall (gymnasium), which includes a stage with lighting and a small changing room. The hall also includes extensive audio and visual capability. Use of this equipment requires an AV specialist. See the fee schedule in Section 7, Fees. The MAC has 25 round, 8-person tables, 240 padded folding chairs, and several 6 foot rectangular tables. The floor is striped for basketball and volleyball and there are three fixed basketball goals and a volleyball net available. Users must request use of the volleyball net. The Welcome Center, Wagner Hall, and the kitchen can be scheduled separately, but the Welcome Center cannot be scheduled at a time the MAC or sanctuary is scheduled. Potential users should keep in mind that the Welcome Center is the primary access to the entire MUMC facility.

The commercial kitchen contains a three compartment sink with sanitizing capability; a 6-burner gas range with an 18" griddle and two ovens; an additional two ovens (one standard gas, the

other a gas convection oven); and a commercial refrigerator and freezer. There is a washer/dryer located in the storage room adjacent to the kitchen.

The entire MAC is heated and air conditioned.

A secure Local Area Network (LAN) is available for facility users. The Facility Manager/Monitor will provide the access password upon request.

## **2. General Information**

Consistent with Section 4d. Private Events, all new activities involving MUMC facilities or use of church property are subject to the approval of the Administrative Council with the exception of wedding ceremonies. Weddings must be approved by the MUMC pastor.

Alcoholic beverages or drugs are not permitted on church property at any time or under any circumstances and shall not be present during any activity involving church facilities. Smoking is not allowed in any MUMC facility. A smoking area is provided in the parking lot, however the designated outdoor smoking area is available for smoking permissible consistent only with current Bernalillo County fire ordinances, which may change based on local fire conditions.

Pets, other than service animals, are not allowed on church property without prior approval from the Facility Manager.

The MUMC Pastor, Chairman of the Administrative Council, Chairman of the Trustees, and Facility Manager/Monitor have the authority to terminate any activity that does not comply with these guidelines.

Any damage, loss, or destruction of church facilities, properties, grounds, or equipment is the financial liability of the party causing the damage. It is strongly recommended that groups wishing to use the MUMC facilities obtain a \$1 million liability insurance policy or rider for the event.

MUMC facilities are primarily for activities and events that support MUMC ministries. Other activities will be allowed on approval of the Administrative Board and within the constraints of the available schedule. Activities which are counter to United Methodist Church doctrine as stated in the United Methodist Book of Discipline will not be approved.

The MUMC Facility Manager will schedule all activities and events for all MUMC facilities. Church members have priority. Should a schedule conflict arise between a church activity and an outside activity, only the Pastor or Administrative Board Chair can change that schedule. Such changes will be made only in extreme cases where resolution of the conflict cannot be met between the parties and the Facility Manager.

In order to avoid conflicts, users must restrict their activities to the areas that are specifically reserved for them.

Only rooms in the education Facility may be committed to a long-term use agreement. If the Administrative Council chooses to allow an exception to long term use in the MAC, the building users must be made aware that church activities have priority such as Upward Sports, VBS, etc. (see section 3)

All users must read this guide and complete the agreement in Attachment 1 or Attachment 2, whichever is applicable.

Users should expect to provide people to set-up and clean-up for their events. MUMC will provide a Facility Monitor to assist. Chairs and tables in the MAC may be set up and put away only under the supervision of a Facility Monitor. This service can be provided by the church for a fee. See Section 7, Fees.

### **3. Categories of Users**

There are several categories of potential users of the MUMC facilities.

Mountainside Church – Activities that are part of church ministries areas and outreach programs as defined by the Pastor or the Administrative Board chair have first priority for all MUMC facilities.

Members – Except for church activities, members of MUMC have priority for use of facilities, but they may not pre-empt an already scheduled event without approval of the Pastor and Administrative Board Chair.

Other users – MUMC will allow use of facilities by non-profit as well as for-profit organizations as space and scheduling permit within the general rules stated in Section 1, General Information.

### **4. Specific Activities**

#### **4a. Weddings.**

Weddings are addressed in the separate wedding guide.

#### **4b. Funerals.**

Funerals and memorial services will be given a high priority and every effort will be made to fit these services into the schedule.

MUMC expects that the Pastor will officiate and the organist will play at all funerals. If the family has other desires, they should discuss them with the Pastor as soon as possible.

Any monetary gift that is offered by the family or friends will be accepted as a memorial with the church's gratitude. Gifts will be acknowledged to the giver and the family of the deceased. Non-monetary gifts will be subject to approval by the trustees.

#### 4c. Special Community Events

The MUMC facilities may be reserved for special community events that are within the guidelines of Section 1, General Information. These events must be approved by the Administrative Board. If food will be served at these events notice must be filed with the Bernalillo County Department of Health. A MUMC representative will meet with the user to complete the event notice and will then file it with the county. Special events must be scheduled at least two weeks in advance.

#### 4d. Private Events

Consistent with Section 2. General Information, paragraph 1, the MUMC facilities may be reserved for private events that meet the guidelines of Section 1, General Information and are approved by the Administrative Council for each new event. Subsequent events of the same type need not be approved by the Administrative Council. Schedule these events as far in advance as possible.

### 5. Scheduling

All users must schedule their events! This applies to all user categories. The first step for potential users is to call the MUMC office at 505-281-5117 and request a hold for the specific date and facilities that are required. Provide as much information as possible at this time. The request will be placed as a hold on the calendar which will expire in three business days. The MUMC Secretary or the Facility Manager will discuss the user's requirements, including audio visual support. The potential user may schedule a time with the Secretary or Facility Manager to walk through the facilities. There is no deposit required to schedule the date. The MUMC Secretary or Facility Manager will firm up the date when all arrangements are finalized.

When scheduling, potential users should be prepared to provide the following information:

- a. Name of the organization.
- b. Type of organization such as family, non-profit, etc.
- c. Name, phone number, and email address of the organization's point of contact.
- d. Facilities requested and anticipated use.
- e. Dates and times requested.
- f. Length of time of the request. For example, 3 hours, or a full day. Requests for on-going use must be renewed annually.

## **6. MUMC Kitchen Facilities**

The MUMC Kitchen is permitted by the Bernalillo County Department of Health and is subject to inspection like any commercial food service establishment. There are certain rules that must be followed in order to ensure continued compliance with county regulations and use of the kitchen. Therefore, all users regardless of category must receive special training provided by the Facility Manager/Kitchen Manager. The training covers use of the kitchen equipment and compliance with Department of Health requirements. Also, anyone using the kitchen for an event must fill out FDA 1A and 1B. If a user reserves the kitchen, they will be scheduled for the required training. Any time the kitchen is in use, a trained Kitchen Manager must be present for oversight purposes. Charge for the presence of this individual is \$10 per hour. At the conclusion of the event, the kitchen must be cleaned and sanitized by the user. This is not a custodial responsibility.

Users may use any appliances or equipment in the kitchen; however, they must provide their own consumables such as plastic utensils, disposable cups, and paper plates. All equipment and utensils must be cleaned and sanitized.

## **7. Fees**

MUMC charges fees for the use of the facilities to partially off-set facility operating costs. All users of MUMC, with the exception of church sponsored activities, will be charged a \$50 cleaning fee, which is NOT refundable. Use of the kitchen will require a separate \$200 refundable deposit.

Fees for oversight of our Commercial Kitchen use are \$10 per hour.

Fees are charged by the hour. An event may be scheduled for up to 6 hours. After 3 hours the daily rate will apply. Reasonable set-up and clean-up time is not included in the 6 hour maximum time.

Long-term use fees will only apply to the rooms in the Education Facility. Users may use those rooms for a flat rate of \$100 per month.

Fees are due one week prior to the scheduled event. For long-term use agreements, fees are due the 1<sup>st</sup> day of each month unless paid annually.

<b>Facility Area</b>	<b>Members</b>	<b>Non-Profit</b>	<b>For-Profit</b>
	<b>Cost Per Hr/Day</b>	<b>Cost Per Hr/Day</b>	<b>Cost Per Hr/Day</b>
Education Facility Rooms (Classrooms, Fellowship Room) Also applies to the round room if use is approved by the Music Director)	\$0/\$0	\$10/\$30	\$35/\$100
Sanctuary	\$0/\$0	\$15/\$45	\$50/\$150
Wagner Hall (Gym)	\$15/\$45	\$15/\$45	\$50/150
Wagner Hall and Kitchen	\$25/\$75	\$25/75	\$60/\$180
Welcome Area	\$10/\$30	\$10/\$30	\$20/\$60
Welcome Area and Kitchen	\$15/\$45	\$15/\$45	\$50/\$150
Outside (User Provides Port-a-potty)	\$0/\$0	\$0/\$0	\$10/\$30
	<b>Flat Fees</b>		
Custodial Fee (Non-refundable)	\$50		
Audio Visual Specialist	\$25/ hour		
Kitchen Use Deposit (Refundable)	\$200		
Kitchen Manager (Non-Refundable)	\$10/hour		
	<b>Set-up/Tear Down</b>		
0-25 People	\$50		
26 – 50 People	\$100		
51 – 75 People	\$150		
76 – 100 People	\$200		
100+ People	\$250		

# Facility Use Agreement

This agreement is between Mountainside United Methodist Church hereafter MUMC, and \_\_\_\_\_ hereafter, "User."

User point of contact is: \_\_\_\_\_ (name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (phone) \_\_\_\_\_ (email)

MUMC will provide user access to the following MUMC facilities:

User will use these facilities for the following purpose:

These facilities are reserved for use on \_\_\_\_\_ (date) \_\_\_\_\_ (time).

Actual time in the facility:

User agrees to pay the following fees:

Facility fees	\$	_____
Cleaning Deposit (Non-Refundable)	\$	_____
Kitchen Deposit (Refundable)		_____
Kitchen Manager (Non-Refundable)	\$	_____
Set-up/Tear Down/Clean-up	\$	_____
AV Specialist	\$	_____
Organist	\$	_____
Pastor	\$	_____
Total Due	\$	_____

I have read the Mountainside Facilities Guide, Part I and I understand and agree to abide by the terms and conditions set forth in that guide. I understand I will not use the MUMC facilities for any unlawful purposes that I am responsible for the conduct of my guests or the people in my organization. I further agree to hold harmless, indemnify and defend Mountainside United Methodist Church (including its agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to bodily, personal, emotional injury or any property damage which may result from any person using the above described premises, whether such injury regardless of whether such injury or damage results from the negligence of the Church (including its agents, employees, and representatives).

\_\_\_\_\_  
User Representative                      Date                      MUMC Representative                      Date





**Long Term Agreement for Use of**

**Mountainside United Methodist Church Facilities**

Agreement is hereby made between Mountainside United Methodist Church (MUMC) and an Outside Organization (User) for use of Church Facilities as set forth below according to the following terms, conditions, and provisions.

**Section A. Identity of User Organization:**

Organization: \_\_\_\_\_ Representative: \_\_\_\_\_

Type Organization (check one):  MUMC Member;  Not-For Profit;  For Profit

Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Representative Telephone: \_\_\_\_\_

Company License Number and Expiration Date: \_\_\_\_\_

**Section B. Identified Facilities:**

User will use room \_\_\_\_\_ in the MUMC education Facility.

**Section C. Usage Period:**

The User will use MUMC facilities during the following dates and times.

(\*) – Sunday's are normally reserved for MUMC use.

Day of the Week:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday (*)
Starting Time: (AM/PM)							
Ending Time: (AM/PM)							

Inclusive Dates of Usage: \_\_\_\_\_

Purpose: \_\_\_\_\_

**Section D. Liability and Medical Payments Insurance Coverage:**

User acknowledges the following [complete and initial statements]:

1.  User certifies it carries a separate liability and medical payment insurance policy, or a policy rider, naming Mountainside United Methodist Church as an insured party for the period specified in this agreement.  
Insurance carrier name \_\_\_\_\_ Policy number \_\_\_\_\_.
2.  The User acknowledges that they are **NOT** covered by the church's liability insurance policy.
3.  The User agrees to hold harmless, indemnify and defend MUMC from any and all liability which may result from any person using the Facility, its entrances and exits, and surrounding areas for user purposes.

**Section E. Facility Use Guidelines:**

(initials) \_\_\_\_ The representative of the user organization acknowledges the receipt of the *Mountainside United Methodist Church Facilities Guide Part I* and will abide by the stated user rules.

**Section F. Facility Access and Security (check one):**

MUMC will ensure access is made available to the Facilities. The User shall make special arrangements with the Church Office for access if usage occurs on a normal Federal or Church holiday or weekend.

The User Organization's Representative may be entrusted with a key to the church. Key Number is \_\_\_\_\_. This key shall be surrendered to the Church upon termination of this agreement. Keys are issued to and signed for by a specific individual and may not be duplicated.

**Section G. User Organization Representative Responsibilities:**

The User Organization Representative shall:

- (1) Turn off lights and secure the Church upon departing the facilities.
- (2) Immediately notify the Church Office or a Church Official if the facility environment poses an unsafe condition to the User.
- (3) Ensure the used areas are left in the condition and arrangement as found.
- (4) Ensure that Church telephones are used only for emergency situations or as amended herein.

**Section H. User Fees/ Deposits:**

1.  The User Organization agrees to pay \$ \_\_\_\_\_ each month for custodial services.
2.  A damage/cleaning deposit of \$100.00 shall accompany this signed agreement to cover unexpected occurrences. The remaining funds will be refunded to the User at the conclusion of this agreement. (Attach a copy of the receipt to this agreement.)

**Section I. Term of Agreement:**

This long-term agreement (not to exceed one year) does not bind either party to its stated duration within the dates entered below, and it may be terminated by either party with 14 days notice. The church reserves the right to terminate any such agreement anytime the Administrative Board feels it is no longer in the best interest of the church.

This agreement is effective \_\_\_\_\_ (date), and expires \_\_\_\_\_ (date).

I have read the Mountainside Facilities Guide, Part I and I understand and agree to abide by the terms and conditions set forth in that guide. I understand I will not use the MUMC facilities for any unlawful purposes and that I am responsible for the conduct of my guests or the people in my organization. I further agree to hold harmless, indemnify and defend Mountainside United Methodist Church (including its agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to bodily, personal, emotional injury or any property damage which may result from any person using the above described premises, whether such injury regardless of whether such injury or damage results from the negligence of the Church (including its agents, employees, and representatives).

**Agreement Approved:**

**Mountainside United Methodist  
Church**

**User Organization**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_

(Date)

(Date)