

**Emerson Unitarian Universalist Church
Building Use Policy
2018**

Our Constitution states that Emerson Unitarian Universalist Church (EUUC) promotes the common good of our community, our nation, and our earth by serving as a place of fellowship and community open to all. In support of this statement of purpose and guided by the Seven basic principles of Unitarian Universalism, the EUUC Board of Trustees (the "BOT") adopts this *Building Use Policy* (the "Policy"). The Policy sets forth EUUC's priorities as it relates to the use of its buildings and space.

Section A: Building Use Priorities

1. Meeting the needs of EUUC members is the primary purpose for all buildings and facilities on the campus. This includes worship, education, service and outreach programs as well as fellowship and community activities.
2. After meeting congregational member needs, EUUC is committed to providing space for community non-profit organizations whose goals are consistent with UUA principles.
3. ***The Business Administrator in consultation with the Minister(s) and staff (collectively, the "Staff") shall have the authority to make or change room assignments based on established priorities. Those priorities are in order:***
 - a. ***Board-approved congregation-wide events;***
 - b. ***More limited Board-approved events;***
 - c. ***Committee-approved events;***
 - d. ***Individual member events; and***
 - e. ***Outside Community events.***

Section B: Facility Scheduling Authority

The Staff shall have the authority to make all room assignments for meetings and events within the church walls. To prioritize and expedite efficient use and assignments of space in the church buildings, the following shall apply:

- a. ***All room usage must be reserved through the office and put on the church calendar in advance of the meeting or event. No meeting or event is official or may be advertised until placed on the church calendar.***
- b. ***Staff has authorization to reserve space in the church buildings based on the needs of the church as a whole. Regular users may have to defer to the larger need in some instances. On rare occasions the entire campus may be reserved for an entire day for a church-wide event, such that no other use is possible on that day.***
- c. ***Staff reserves the right to assign or to reassign rooms as necessary to accommodate requests based on ranked priorities. Staff will give serious consideration to regularly scheduled events, but cannot guarantee that they will be honored.***

Section C: Building Use Rental Fee Categories

The following are the six renter categories as defined and approved by the BOT (collectively, the "Renter Category"):

1. Voting members of EUUC as defined by the EUUC Constitution and By-laws ("Members") and pledging non-members or other established non-member financial supporters of EUUC ("Friends") may use any of the buildings and spaces for EUUC regularly scheduled functions, services of worship, meetings of Emerson organizations and committee meetings free of charge.
2. Members and Friends may use any of the buildings and spaces for weddings, memorial services or funeral services free of charge.
3. Members and Friends may rent space at rental rates that cover the cost associated with space use for personal purposes. These costs include, at a minimum, the usage fee outlined in Section F and custodial services. Additional fees will be charged for additional services
4. Members and Friends may sponsor a non-profit organization and rent space at rental rates that cover the cost associated with space use. These costs include, at a minimum, the usage fee outlined in Section F and custodial services. Additional fees will be charged for additional services.

5. EUUC Committees may offer non-profit organizations rental space at a reduced fee or **make a Benevolence appeal through the Senior Minister and Business Administrator** Please refer to the Committee Underwritten Building Use (“CUBU”) Process and Application Form (Addendum1).
6. Board-approved non-profit organizations will be offered reduced, or no cost, rental rates for programs or activities supportive of EUUC’s statement of purpose and/or the UUA’s Seven basic principles. These rates will cover, at a minimum, the usage fee outlined in Section F, custodial services and management fees. The costs of any additional equipment or services provided such as Audio-Video projectors, screens, sound systems or recording equipment are the responsibility of the Licensee, as defined in the attached Addendum 2, License Agreement for Temporary Use of Space (the “License Agreement”).
7. Long-term non-profit tenants approved by the BOT will be considered based upon the nature of activity proposed, amount of space leased, facilities and services required, and the impact on church functions. Rental rates will reflect these and cost considerations.

Section D: Policy Implementation and Administration

1. The EUUC Business Administrator (the “Business Administrator”) shall have the following responsibility and authority
 - a. To provide proposed tenants with a copy of the Policy including the attached “Building Use Guidelines” (Addendum 2) and “License Agreement for Temporary Use of Space” (Addendum 3). Tenants must complete the License Agreement and submit with the appropriate deposit to the EUUC Business Administrator for approval;
 - b. To determine the proposed tenants’ Renter Category and the associated rental fees available;
 - c. To obtain the signature of the EUUC committee chair, or designee, on the License Agreement for all building use underwritten by a EUUC committee acknowledging its intent to underwrite the associated costs;
 - d. To maintain a calendar listing all events scheduled in the EUUC buildings;
 - e. **To approve rentals without Board Approval Provided:**
 - o **Facilities not previously committed**
 - o **Rental is on a one-event basis**
 - o **List pricing is charged**
 - o **Tenant does not conflict with Emerson principles**
 - f. **To change the security access code to the Clara Barton Gathering Space (the “Gathering Space”) every two years in April and provide the new general entrance code to enter the building (the “General Code”) to the Staff, members of the BOT, committee chairs and to all long-term for-profit and non-profit tenants;**
 - g. **To announce the change to the General Code starting two (2) months before the change in the Emersonian, E-Blast and Order of Service, directing all Members to contact the office for the new code in said announcements;**
 - h. **To provide the code which allows the doors to stay open (the “Restricted Code”) to the Staff, Members approved by the Staff and to designated individuals for each EUUC long-term for-profit and non-profit tenant (collectively, “Designated Individuals”)as necessary; and**
 - i. **To maintain a list of all individuals who have been provided with the Restricted Code and building keys.**

2. The BOT shall have the following responsibility and authority:
 - a. To handle appeals to the Business Administrator’s determination of Renter Category and/or fees assessed;
 - b. To review and vote on exceptions to policy, defined fees or conditions;
 - c. To review and vote on all new profit and non-profit organizations that have applied to rent space at EUUC **beyond the authority granted the Business Administrator under Section D: Policy Implementation and Administration;**
 - d. To handle appeals to the Staff’s determination with regards to individuals wishing to rent space at EUUC;
 - e. To work with the Business Administrator in all matters relating to building use;
 - f. To review and revise the Policy as needed.

Section E: Proceeds from Building Use

All rental net proceeds (monies remaining after deducting utilities, custodial fees and other costs) will be placed in the Facilities Rent (Line Item 4130) of the church budget. This Fund provides resources for:

1. Building depreciation, furniture and fittings maintenance and replacement;
2. Equipment purchase and maintenance, especially of those items that will make our facilities more attractive to prospective tenants;
3. Advertising;
4. Building Meeting Security/Monitor compensation; and
5. Other expenses associated with building use and/or maintenance.

Section F: Buildings and Spaces Rental Schedule

The following schedules list the buildings and spaces available for rent by Renter Category.

EMERSON CHURCH -- RENTAL RATES for ONE-TIME EVENTS						
Rates begin with a minimum charge for the first 2 hours, with a reduced lower rate for each hour thereafter. Additional charges may be required to cover security, clean-up, and special costs -- all as negotiated in advance with Emerson's Business Administrator, 713-782-8250. Further charges may be required for use of key pieces of equipment -- see Rates for Add-On Equipment. All Rental rates are subject to change without notice.						
Building/ Spaces	Sanctuary	Westwood Hall	Delaney Education and Administration Building			
			Gathering Place	Adult Meeting Rooms (3 Avail.)	Elementary Classrooms (5- 6 Avail.)	1 Teen Classroom
Room Capacity	400 persons	113 persons	154 persons	12-35 persons	20 - 30 persons	25-45 persons
Days Available	Weekdays Saturday	Weekdays Saturday	Evenings Saturday	Weekdays Saturday	Weekdays Saturday	Weekdays Saturday
Types of Clients:	\$ rates:	\$ rates:	\$ rates:	\$ rates:	\$ rates:	\$ rates:
For-profit Individuals and Organizations	450 for 2 hrs. (4 hrs. for Music Events) 100 / add'l. hr.	450 for 2 hrs. 100 / add'l. hr.	450 for 2 hr 100 / add'l. hr.	140 for 2 hr 40 / add'l. hr.	75 for 2 hrs. 25 / add'l. hr.	75 for 2 hrs. 25 / add'l. hr.
Non-profit Organizations	250 for 2 hrs. (4 hrs. for Music Events) 50 / add'l. hr.	250 for 2 hrs. 50 / add'l. hr.	250 for 2 hr 50 / add'l. hr.	75 for 2 hr 20/ add'l. hr.	50 for 2 hrs. 15 / add'l. hr.	50 for 2 hrs. 15 / add'l. hr.
Non-profits Sponsored by Emerson Members or Friends*	100 for 2 hrs. (4 hrs. for Music Events) 25 / add'l. hr.	100 for 2 hrs. 25 / add'l. hr.	100 for 2 hr 25 / add'l. hr.	40 for 2 hr 15 / add'l. hr.	25 for 2 hrs. 10 / add'l. hr.	25 for 2 hrs. 10 / add'l. hr.
Committee Underwritten Non-profit events	50 for 2 hrs. (4 hrs. for Music Events) 15 / add'l. hr.	50 for 2 hrs. 15 / add'l. hr.	50 for 2 hr 15 / add'l. hr.	20 for 2 hr 10/ add'l. hr.	15 for 2 hrs. 5 / add'l. hr.	15 for 2 hrs. 5 / add'l. hr.
Personal use by Emerson Members & Friends*	100 for 2 hrs. (4 hrs. for Music Events) 25 / add'l. hr.	100 for 2 hrs. 25 / add'l. hr.	100 for 2 hr 25 /add'l. hr.	40 for 2 hr 15 / add'l. hr.	25 for 2 hrs. 10 / add'l. hr.	25 for 2 hrs. 10 / add'l. hr.
Members' Weddings, Funerals and Memorial Services	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee
Wedding rental rates for non-members vary depending upon the wedding's complexity and the spaces desired, beginning at \$1,000 for use of Emerson's Sanctuary. All our other facilities can be rented at the above rates.						
See <i>Schedule of Charges for Additional Equipment and Facilities</i> for rental rates on musical instruments, equipment, and kitchen use.						

**Emerson Unitarian Universalist Church
Committee Underwritten Building Use
Process and Application Form**

Emerson Unitarian Universalist Church (“EUUC”) promotes the common good of our community, our nation, and our earth by serving as a place of fellowship and community open to all. In support of these purposes and guided by the Seven basic principles of Unitarian Universalism, EUUC adopted a Building Use Policy that sets forth the Church’s program, service and outreach priorities as they relate to the use of its buildings and space. One part of this Policy, the Committee Underwritten Building Use (“CUBU”), provides a mechanism where EUUC committees may offer non-profit organizations rental space at a reduced fee **or make a Benevolence appeal through the Senior Minister and Business Administrator**. The specifics of this program are detailed in the Building Use Policy, adopted by the Board of Trustees on March 11, 2004, revised January 12, 2005, **revised and approved February 20, 2018**

The process for Committee Underwritten Building Use is as follows:

1. An Emerson Committee agrees to sponsor a non-profit organization whose purposes are consistent with the UU Seven basic principles. Sponsorship requires a committee commitment to:
 - Review the Building Use Policy and the Building Use Guidelines and comply with the requirements, and any fees or requirements set by the Staff;
 - Assign a specific committee member responsible to collect a key from the Business Administrator, open and close the building/room and remain on the premises during the meeting or event;
 - Make sure the room used is clean and orderly (chairs and tables returned to their original positions, easels replaced, etc.) after the event; and
 - Return the key to the Business Administrator in a timely fashion.
2. Sponsored organization must complete the rental contract.
3. Sponsoring committee completes the Committee Underwritten Building Use Application (attached) and submits it with the completed rental contract to the Business Administrator one month before desired use. Please make sure all information is complete and correct. Email is the method of choice to process these forms. It will expedite matters if email addresses are complete and legible.
4. The Business Administrator will determine space availability for the desired date, time and location.
5. If approved, the Business Administrator will oversee contract execution and place meeting/event on the church calendar.
6. If declined, the committee may present the Business Administrator with further information and request it review its decision. Final appeals may be made to the Emerson Board of Trustees.

Emerson Unitarian Universalist Church Committee Underwritten Building Use Application

An Emerson Unitarian Universalist Church Committee may apply for *Committee Underwritten Building Use* ("CUBU") by completing this form and submitting it to the Business Administrator no less than one month prior to date required for use. The Business Administrator will verify that the space is available at the requested date. A map of rooms available for use is on the back.

Committees are reminded that a member must be present to open and close the building and to insure that the rooms are left clean and orderly. Failure to do so will forfeit the committee's sponsorship privileges.

1. **Organization Name:** Contact:

Address:

Telephone:

Email address:

Fax:

Website:

2. **Sponsoring Committee:**

Chairman/Contacts:

a. **How does this organization serve one or more of the Seven principles of Unitarian Universalism**

3. **Type of function?**

4. **What space is required?**

5. **Date and duration of need?**

6. **Frequency of need?** (weekly, monthly, other) single use

7. **Any additional facilities or services required?**

.

Committee Chair Signature

Business Administrator's Signature

Business Administrator's Action:

Use Approved as follows: Date: _____ Room: _____ Time: _____ Special
Conditions: _____

Use Disapproved for following cause: _____

Business Administrator's Signature

Date

Building Use Guidelines

Routine uses of EUUC's buildings and facilities include regularly scheduled church functions, worship services, religious education, EUUC committee meetings, UUA affiliated organization committee meetings, weekly choir rehearsal, and covenant group meetings. Members, or organizations wishing to use the buildings for any other purposes, including fundraising, must request approval from the Business Administrator. All appeals will be handled by the BOT.

Conditions of Use:

1. To reserve a date a deposit is required. The deposit will be the lesser of:
 - a. The minimum two-hour rental fee for the facilities reserved; or
 - b. \$150.00
2. Large weddings or other elaborate functions may require a larger deposit as determined by the Business Administrator.
3. A License Agreement must be executed for all rentals.
4. Payment of all fees and required deposits must be made two (2) weeks in advance of an event, with the exception of memorial services, funeral services and other special situations. Cancellations must be made thirty (30) days prior to the event for a refund of the deposit.
5. Rentals to Friends require that an, Approved Member or Designated Individual must open and lock up the building(s) and be present at all times.
6. The Business Administrator, at her/his discretion, may issue keys to a Member or Friend. The Member of Friend must be present at all times and shall be responsible to lock up the building(s) after the event.
7. All EUUC buildings are SMOKE FREE. NO SMOKING OR VAPING is allowed in any church building.
8. Wine and beer may be served in Westwood Hall and the Gathering Place and, at the Minister's discretion, used for ceremonial purposes in the Sanctuary. No other alcoholic beverages are allowed.
9. Wedding Rentals are subject to additional conditions Throwing rice or confetti is NOT ALLOWED anywhere on the EUUC campus. Balloons and doves may not be released anywhere on the property. Birdseed may be used outdoors with permission from the Minister.
10. Church buildings may be occupied from 9:00 a.m. until 10:30 p.m. All time spent using the facility, including set-up and breakdown time, is considered chargeable.

**LICENSE AGREEMENT FOR TEMPORARY USE OF SPACE
EMERSON UNITARIAN UNIVERSALIST CHURCH**

Addendum 3

This license agreement (the "License Agreement") is between Emerson Unitarian Universalist Church ("EUUC") and the undersigned licensee (the "Licensee"). EUUC and the Licensee hereby agree as follows:

1. Property Description. In consideration of the agreements contained herein and the fee provided in accordance with the License Agreement, EUUC grants to Licensee a limited, non-transferable license for the temporary use and occupancy of the EUUC-owned facility.
2. Use of Premises. Licensee shall use the premises for the purpose and the time period specified below. Licensee warrants that the proposed use will comply with State and Federal laws, City of Houston ordinances, and all Church rules and instructions (including but not limited to Emerson's "Conditions of Use" published on the Emerson Church website, www.emersonhouston.org) pertaining to the use and occupancy of the premises. Licensee shall obey State liquor laws during the use and occupancy of the premises. Licensee will take appropriate precautions, in the event that alcoholic beverages are consumed on EUUC premises, to assure that intoxicated persons are not permitted to operate motor vehicles. Licensee shall exercise due care and diligence in the protection of the premise and shall not make or allow waste and damage thereto. The Licensee shall not exceed the stated capacity for any room at EUUC. EUUC has made no determination about the legality of the Licensee's proposed use of the premises.
3. Consideration. Upon execution of this contract, Licensee shall pay the fee specified below. In the event of a change in condition of the premises between the time of inspection and the time the premises are to be used by the Licensee, or in the event of an interruption in use of the premises caused through no fault of the Licensee, the fee hereinafter provided, or a pro-rated portion thereof, shall be refunded to the Licensee. IN SUCH EVENT THE MAKING OF A REFUND SHALL BE THE SOLE LIABILITY OF EUUC. EUUC SHALL NEVER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE, OR ANY PERSON RELATED THERETO, ON ACCOUNT OF ANY BREACH BY EUUC OF THE TERMS OF THIS LICENSE AGREEMENT.
4. Utilities. Subject to the availability of the supply, EUUC shall furnish utilities to the premises; provided, however, it is understood and agreed that EUUC shall not be liable to the Licensee or others for any loss or damages due to interruption of and/or failure, for any reason, to furnish utilities.
5. Damage to Premises. In the event of the destruction, loss, removal of or damage to the premises caused by negligence or willful act of the Licensee, or its invitees, the Licensee shall immediately notify EUUC and repair or replace such property; provided, however, that if the premises are destroyed in whole or in part by fire, the Licensee shall be liable for damage only if the fire was caused by the fault or negligence of the Licensee or its invitees. If the Licensee fails or refuses to repair or replace damaged property as herein provided, EUUC may accomplish the necessary repair or replacement and the Licensee shall pay the reasonable cost thereof.
6. Deposit. In its discretion, EUUC may require the Licensee to pay a deposit which may be applied in whole or in part in deduction of liability incurred by the Licensee under the terms hereof. If liability, cost or expense to EUUC has not been caused directly or indirectly by the Licensee, the deposit shall be returned at the expiration of the terms provided hereunder.
- Seven. Indemnity. The Licensee acknowledges that an inspection of the premises will be made in order to ascertain that the premises are in a good and safe condition for the use contemplated hereunder and will accept the premises in "as is" condition without warranty, express or implied. The Licensee shall save harmless and indemnify EUUC, its officers, agents and Staff from any and all losses, liabilities, inquiries and claims arising out of the Licensee's use and occupancy hereunder except claims for injuries to persons or damage to property caused by the gross negligence or willful misconduct of EUUC, its officers, agents and Staff. LICENSEE DOES BY THIS INDEMNITY, INDEMNIFY EUUC FOR EUUC'S MERE NEGLIGENCE. In no event shall EUUC ever be liable for any breach by EUUC of this License Agreement for an amount in excess of the total fee to be paid pursuant to Section 9 hereof.
8. Termination. This License Agreement may be canceled by the Licensee upon written notice to EUUC at least 24 hours prior to the date of scheduled use given below. No refund of fees or deposit will be made if cancellation occurs less than thirty (30) days prior to the date of scheduled use. In its sole discretion, EUUC may

cancel a reservation if all fees and deposits have not been paid two (2) weeks prior to the date of scheduled use given below.

9. Scheduling & Fees:

Facility: Sanctuary Westwood Hall Clara Barton Gathering Place Classroom(s)

Date of Event: _____ Time From: _____ To: _____

Purpose: _____ Time From: _____ To: _____

Anticipated number of attendees: _____

Requests for use of additional equipment; kitchen use, projectors, sound system, screens, chart pads, etc., will be considered part of the contract and subject to additional fees. If applicable, see attached *Schedule of Charges for Additional Equipment and Facilities*. Emerson's Room Rental Rates for One-time Events, and all other fees shall be negotiated between the Prospective Tenant and the Business Administrator and herein agreed to in writing in advance of occupancy.

Rental Fee	\$
Additional Equipment & Facilities (see attached schedule)	\$
Cleaning/Custodial Fee	\$
Security/Monitoring Services	\$
Other (specify)	\$
Total Fee:	\$

Initial Payment: \$ _____ Date Received: _____

11. Miscellaneous: This agreement shall be governed by and construed in accordance with Texas law. In no event shall EUUC ever be liable to any person pursuant hereto or in connection herewith for an amount in excess of the rentals paid pursuant hereto. Section headings are for the convenience of the parties only and shall not be used in construing the meaning or intent of any provision hereof. This License Agreement is not transferable or assignable by Licensee.

The parties to this License Agreement have executed in Houston, Texas, on the _____ day of _____, 20____.

Emerson Unitarian Universalist Church:

By _____
1900 Bering Drive
Houston, TX 77057

Licensee (Organization):

By _____
Address: _____

Telephone: _____
Email _____

Signature: _____

Signature: _____

SCHEDULE OF CHARGES FOR ADDITIONAL EQUIPMENT AND FACILITIES

Requests for use of additional equipment, kitchen use, projectors, sound system, video screens, chart pads, on-site musical instruments, etc., will be considered part of the contract and subject to additional fees as follows:

1. Kitchen use \$ 75.00
2. Instrument Easels no charge
3. Video Screen \$ 25.00
4. A/V equipment rental available at cost plus 20% service fee and usage instructions must be coordinated between Licensee and Emerson's A/V Committee. There is no set established cost.
5. Tables or banquet equipment available at cost plus 20% service fee. There is no set established cost.