

## **POLICY FOR USE OF CHURCH PROPERTY AND FACILITIES**

*Revised June 2020*

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## **POLICY FOR USE OF CHURCH PROPERTY AND FACILITIES**

*Revised June 2020*

### **I. Introduction**

This document serves to establish the official policy governing the use of Trinity United Methodist Church ("*TUMC*") property and facilities. This policy becomes effective and all previous policies become null and void as of the date of formal approval of this policy by the Administrative Board of TUMC.

### **II. Purpose**

Church property and facilities are to be used primarily for functions of TUMC. TUMC recognizes, however, that its ministry to its members and to the community-at-large is enhanced through a broad use of its facilities. Accordingly, the use of TUMC facilities by other religious, charitable, cultural, educational and character-building organizations -- as well as by individuals -- is permitted, provided such use does not interfere with Church functions. This document sets forth the policies, procedures, responsibilities and terms of agreement relating to the use of TUMC property and facilities, including the Church Van (*see Appendix G*).

### **III. Authority for Establishment of Policy**

This policy for the use of TUMC property and facilities was formally adopted by the Administrative Board on February 15, 1989. Revisions or additions to the policy may be initiated by any Board, Commission, Committee or individual member of TUMC. Proposals for policy changes should be directed in writing to the Chairperson of the Board of Trustees and should state specifically the change proposed. The Board of Trustees (*or a Policy Committee appointed by the Chairperson of the Trustees*) shall review and consider all proposals and submit its recommendation to the Administrative Board for action after review and approval of the Trustees.

### **IV. General Policy**

#### **A. Use of Facilities**

1. TUMC Groups. TUMC encourages the full utilization of its facilities by organizations from within and/or that are sponsored by TUMC. These activities include worship services, church program activities, church-school activities, fellowship activities, administrative functions (*Board, Commission and Committee meetings*) and Church-sponsored activities (*Scouts, UMW, Upward Basketball, etc.*). These and similar activities shall have first priority for use of TUMC facilities. Also, TUMC members have priority over non-TUMC members for weddings, receptions, etc.

## 2. Non-TUMC Groups

- a. Not-For-Profit. TUMC encourages the use of its facilities for charitable and community service organizations to the extent that such activities do not conflict with normal Church functions or with TUMC group activities.
  - b. For-Profit. TUMC facilities may not be used for profit-motivated activities. (*Fund-raising projects conducted by TUMC groups are not considered "profit-motivated"*).
  - c. Private Functions. TUMC facilities may be used for private functions, such as weddings, receptions, birthday parties, etc., that generally are planned by, and primarily are for the benefit of, a particular individual or small group of individuals and are not usually open to the membership of TUMC or to the community-at-large.
  - d. Political Activities. TUMC facilities may not be used by organizations engaged in political activities or advocating political agendas or candidates for public office including, but not limited to, fund raising, campaign activities.
- B. Church Calendar. A Church Calendar, scheduling events and activities at TUMC, shall be maintained by the Office Administrator in the Church office. This is the only official Church-wide schedule and will be kept as far in advance as practical and will include all routine and repetitive functions and activities as well as special events.
- C. Application Procedures
1. TUMC groups should advise the TUMC office of their regular meeting dates and/or other requirements for space or facilities as soon as practical so that dates and space assignments may be entered on the Church calendar.
  2. Non-TUMC Groups must complete the attached "Application for Use of Church Facilities by Non-TUMC Groups" (*attached as Appendix E*) and submit it to the Church office for action by the appropriate authority. Applications should be submitted 60 days in advance of the group's intended use.
- D. Approval Authority
1. TUMC Groups. The use of Church property and/or facilities for routine TUMC functions and for use by individual TUMC members and groups shall be scheduled by the Office Administrator on the Church calendar. The Office Administrator shall be responsible for coordinating Church use approval with the Director of Facilities and Administration and all other

program managers. In the event of conflicting requests, an effort to resolve the conflict shall be made by the leaders of the groups involved, taking into consideration the following factors:

- a. First come-first served;
- b. Group size and programming needs;
- c. Ability of group to reschedule program or activity;
- d. Suitability and availability of alternative facilities.

In the event this is unsuccessful, the resolution will be made by the Senior Pastor, his designee, or the Board of Trustees.

2. Non-TUMC Groups. Applications for the use of Church property or facilities by non-TUMC groups must be approved by the Senior Pastor or Assistant Pastor. Any such approved request will require the completion of a Building Use Agreement (*attached as Appendix F*), a copy of which will remain on file in the Church Office. All Building Use Agreements must be renewed no less frequently than annually.

E. Requirements, Responsibilities and Restrictions

1. Liability for Personal Injury or Loss. TUMC does not assume responsibility for personal injury or loss of any kind suffered by anyone using its facilities. Any personal injury or loss of any kind must be reported to the Church Office as soon as possible and, in no event, no more than 24 hours after its occurrence.
2. Care of Property. All individuals and organizations, whether TUMC-sponsored or not, assume responsibility for the proper use and care of TUMC property. Users assume liability for damage and must report such damage to the Church office within 24 hours after its occurrence. After the Church determines the cost to repair damage, such amount will be withheld from the Security Deposit and the responsible person or organization will be billed for any additional costs. Party decorations must be completely removed immediately following the activity unless otherwise agreed at the time the activity is approved. The use of scotch-tape and tacks on walls is prohibited. Masking tape is recommended.
3. Compliance with Child Protection Policy. Groups and individuals using TUMC property and facilities must comply at all times with TUMC's Child Protection Policy, whether TUMC Groups or non-TUMC Groups. (*A copy of which is attached as Appendix H*). Any group that uses TUMC property but whose leaders have not completed the screening and/or training offered by TUMC is responsible for screening and training their leaders and must certify that the leaders have been appropriately screened and trained by their organization or an agent of their organization.
4. Person-in-Charge. Every organization or group using TUMC facilities shall designate an adult member as the "person-in-charge" and shall inform the

Office Administrator as to the identity of such individual and their e-mail address, home phone number, cell phone number, and work phone number. The person-in-charge is responsible for seeing (a) that a sufficient number of supervising persons are available to maintain good order and discipline during the group's use of Church facilities, and (b) that members of the group remain in the approved area of the Church only. In addition, he/she should be at the place of the scheduled meeting or activity at least 15 minutes in advance of such meeting or activity and should remain at TUMC following such meeting or activity to see that everyone has left the premises and that everything is in order before leaving. Among other things, the person-in-charge should see that:

- a. all equipment and furniture are returned to their proper place;
- b. all trash is picked up and placed in appropriate containers;
- c. all equipment or property belonging to the group is stored in its assigned place (*only TUMC groups will have assigned space*);
- d. all lights are turned off;
- e. all doors and windows are closed; and
- f. unless official approval is given in advance, all meetings and activities are ***concluded by 9:00 p.m.***, so that the premises can be secured and the custodian's work can be completed.

5. Personal Conduct. All persons and groups using Church facilities shall be restricted to the area(s) requested and approved for use and shall comply with the following rules:

- a. Smoking is not allowed IN THE BUILDINGS.
- b. Alcoholic beverages of all kinds are prohibited.
- c. Gambling is prohibited.
- d. Running or shouting is not allowed in the sanctuary, hallways or classrooms.
- e. Profane language is prohibited.
- f. Excessive outside noise is prohibited.

F. Special Provisions

- 1. Change of Meeting Dates, Times and/or Locations AT ANYTIME prior to the scheduled meeting date. TUMC reserves the right to cancel or change meeting dates, times and/or locations up until 45 days prior to the scheduled meeting date, at which time the reservation may be considered firm. A last

minute change will only be made in an emergency situation. Also, in an emergency, TUMC may cancel the use of the facility without prior notice.

2. Violation of Policies. Violation of the rules and policies for use of TUMC property and facilities may be cause for denying or revoking permission for such use. In addition, violation of TUMC policies could also result in forfeiture of the Security Deposit.
3. Insurance Requirements. Non-TUMC groups using TUMC facilities shall be responsible for the care and safety of their members and guests and for the security and protection of their own equipment and property against loss or damage. In addition, non-TUMC groups requesting use of Church facilities are required to furnish evidence of public liability insurance in amounts of not less than \$500,000 combined single limit. TUMC shall be named as an additional insured under such policy and a certificate of insurance evidencing such insurance shall be furnished to the Church office upon approval of the group's application. All questions regarding insurance should be directed to the Director of Facilities and Administration.

G. Charges and Fees

1. TUMC Groups. No charges will be assessed for the use of facilities or equipment by TUMC groups.
2. Non-TUMC Groups and Private Functions
  - a. User Fee. A user fee to cover custodial costs, electricity and/or other similar operating expenses normally will be charged for the use of TUMC facilities by Non-TUMC groups and for private functions, such as weddings, celebrations, etc. The applicable user fees are set forth in the attached Appendix C.
  - b. Security Deposit. In addition to the user fee described above, a Security Deposit will be required at the time of application. This deposit shall be equal to the user fee, up to a maximum of \$1,000, and will be returned in a reasonable time after compliance with this Policy and completion of the event.

## APPENDIX A

### **RULES FOR USE OF TRINITY HALL**

Trinity Hall is a multi-purpose facility that has been designed specifically for a variety of recreational and non-recreational uses. Because of the demand for use of Trinity Hall, and because the facility is furnished with expensive and sophisticated equipment, TUMC has established the following, special rules for the use of Trinity Hall. These *rules* are in addition to the policies, rules and procedures set forth in the foregoing Policy for Use of Church Property and Facilities.

1. Groups authorized to use Trinity Hall shall not enter the facility until the person-in-charge has arrived and granted permission for the group to enter Trinity Hall and shall leave promptly when requested to do so by the person-in-charge.
2. Access to Trinity Hall shall be limited to those individuals or groups who have received the appropriate approval.
3. Permission to use Trinity Hall does not include the use of the kitchen or stage unless permission to use such other facility is specifically requested and granted.
4. Under no circumstances shall children under the age of 12 be permitted to enter Trinity Hall unless accompanied by a parent or other responsible adult.
5. Use of the stage for viewing basketball games and other activities in Trinity Hall will be allowed only under the direct supervision of the person-in-charge or other responsible adult duly-appointed by the person-in-charge. Persons using the stage to view activities in Trinity Hall shall not sit on the edge of the stage and under no circumstances, shall children under the age of 12 be permitted on the stage unless accompanied by a parent or other responsible adult.
6. Only persons trained in the use of Trinity Hall's stage curtains, lighting, sound and audio-visual equipment will be authorized and permitted to operate such equipment.
7. Individuals using Trinity Hall for athletic or recreational purposes must wear soft-soled athletic shoes that will not mark or damage the floor.
8. Basketballs, volleyballs, etc. are to be used within the confines of the Trinity Hall basketball court only and shall not be thrown, dribbled, kicked or rolled against the stage or walls, or used on the stage, or the ceiling, or in other parts of the TUMC facility.
9. The following activities shall not be allowed in Trinity Hall: dunking basketballs, hanging on the rims or nets, batting balls, football, soccer, skating, skateboarding and bicycling.
10. When Trinity Hall is used for athletic or recreational purposes, the person-in-charge shall, in addition to his other duties and responsibilities, see that the main floor is dust-mopped, if necessary, at the conclusion of the activity.
11. When Trinity Hall is used for events that require tables and/or chairs or other furniture (*dining, displays, shows, etc.*), the person-in-charge shall be responsible for cleaning such furniture and returning it to storage unless an additional janitor's fee has been paid to cover such costs and/or other arrangements have been approved by the approval authority or the Director of Facilities and Administration.

## APPENDIX B

### KITCHEN USE POLICY

ALL individuals and groups using the kitchen are subject to these rules. A custodial fee of \$20.00 per hour (*a 1 hour minimum*) will be charged in the event of non-compliance with these rules.

A. “There is a place for everything and everything goes in its place!”

1. Always wash and dry dirty dishes, pots, utensils, etc.
2. Return washed items to their proper place.
3. Return any other items used (*i.e. foil, staples, etc.*) to their proper place.
4. Hang wet towels and wash cloths in the kitchen to dry. The caterer will launder these. For special events where many towels are used, please launder towels and return to the kitchen within 1 day.
5. Leave the kitchen like you found it.

B. Refrigerator/Freezer space must be kept tidy.

1. Groups leaving items in refrigerator or freezer must:
  - a. notify church caterer.
  - b. label and date all items.
  - c. store in a proper container.
2. A limited amount refrigerator and freezer space may be used.
3. Perishables will be disposed of after the conclusion of the event.

C. Paper products are available in the pantry. These include:

paper/plastic plates  
dinner napkins  
cocktail napkins  
paper/plastic cups  
plastic forks, knives, spoons

1. An inventory sheet will remain on the pantry door. Any item used must be noted on the sheet.
2. Outside groups wishing to use these products should contact the Caterer to determine the value of these products and pay TUMC the amount determined by the Caterer.

- D. "Cleanliness is next to Godliness" and we require compliance with Health Department regulations.
1. All persons using the kitchen must wash their hands with hot soapy water before any food preparation!
  2. Counters must be wiped with hot soapy water and dried.
  3. The steam table must be emptied of remaining water and wiped dry.
  4. The microwave oven and stove must be wiped after each use.
  5. The sink must be drained of all water and wiped clean.
  6. The dishwasher surface must be wiped dry and the disposal area left clean.
  7. Warming drawers must be wiped clean.
  8. Kitchen floor must be swept and damp-mopped after every use.
  9. Trinity Hall tables must be wiped clean.
  10. Any spills in refrigerators must be cleaned.
  11. Empty trash cans, tie plastic bags, and place in dumpster outside. Re-line garbage cans with plastic bags found under warming table.
  12. A notice should be posted on any equipment or item broken or not working properly, and the information communicated to the Directory of Facilities and Administration.
- E. Person in charge must have received instruction in the use of all requested appliances and dishwasher. This individual must be in attendance while kitchen is in use.

**APPENDIX C**  
**SCHEDULE OF CHARGES**  
**(NON-TUMC)**

- I. The following are the charges for the use of Trinity's facilities (see section G of Policy document for explanation).

ROOM	USER FEE
Classroom	\$30
Mastin Room	\$60
Eaton Hall	\$75
Eaton Hall Kitchen	\$50
Trinity Hall	\$325
Trinity Hall Kitchen	\$250
Welcome Center	\$250
Sanctuary <i>No Food or Drink Allowed</i>	\$500
Chapel <i>No Food or Drink Allowed</i>	\$250

- II. A Security Deposit will be required at the time of application. This deposit shall be equal to the user fee, up to a maximum of \$1,000, and will be returned upon satisfactory compliance with TUMC policies.
- III. Guidelines for janitorial/custodial charges  
Janitorial/custodial services may be charged as deemed appropriate in addition to the room charge and must be paid to the Church prior to the event. The Director of Facilities and Administration makes the arrangements with the janitor to work special events.

The custodial fee structure for special events is as follows:

3 hour minimum = \$75 with each additional hour at a rate of \$25 per hour.

**APPENDIX D**

**KITCHEN SUPPLY REQUEST FORM**

Group: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Item(s) requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date needed: \_\_\_\_\_

Estimated cost of item(s): \_\_\_\_\_

\_\_\_\_\_

Date paid: \_\_\_\_\_

Signature of Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Caterer's approval: \_\_\_\_\_

## APPENDIX E

### APPLICATION FOR USE OF CHURCH FACILITIES BY NON-TUMC GROUPS

#### TRINITY UNITED METHODIST CHURCH

903 Forest Avenue, Henrico, Virginia 23229

(804) 288-6056 Fax: (804) 282-3368

This form is to be prepared ***completely*** by the applicant and submitted to the Church Office Administrator. Your request will be reviewed and you will be contacted as soon as possible with approval or disapproval, along with the amount of any applicable charges or fees. ***Please include with your application, a check payable to Trinity United Methodist Church for the Security Deposit as indicated on the enclosed fee list.*** This check will be returned to you promptly in the event your application is denied or after the event has taken place and upon satisfactory compliance with TUMC policies.

Date of application \_\_\_\_\_

Name of organization ("User") \_\_\_\_\_

Type of organization (*profit or non-profit*) \_\_\_\_\_

Will the meeting or activities involve children under 18 years of age? \_\_\_\_\_

Facility/room requested \_\_\_\_\_

**Classroom**

**Mastin Room**

**Eaton Hall (*old Social Hall*)**

**Sanctuary**

**Chapel**

**Trinity Hall (*new Social Hall*)**

**Library**

**Playground**

**Kitchen**

Requested for: Date(s) \_\_\_\_\_ Day of week \_\_\_\_\_

Beginning time of meeting \_\_\_\_\_

Ending Time of Meeting (*all evening events must end **by 9:00 p.m.** unless otherwise authorized*) \_\_\_\_\_

*When do you need access to room for set-up (day & time)* \_\_\_\_\_

Purpose of meeting or activities: \_\_\_\_\_

Approximately how many persons will attend? \_\_\_\_\_

***You must indicate set-up desired -- diagram of how you want tables and/or chairs arranged. If you do not supply this information now, you must submit this information 1 week prior to event.***

Number of tables/chairs needed \_\_\_\_\_

Other needs/items requesting \_\_\_\_\_

Is use of kitchen desired? \_\_\_\_\_ If yes, for what purpose -- to cook, to set food being brought in, to use coffee pot, to use ice? \_\_\_\_\_

	Person Making Request	Person To Be In Charge <u>At The Event</u>
Name:		
Address:		
E-Mail:		
Cell Phone:		
Home Phone:		
Work Phone:		

(a) On behalf of the above named group or organization, I hereby certify that I have read the current ***Policy for Use of Church Property and Facilities of Trinity United Methodist Church including The Child Protection Policy and Procedures (altogether “The Policy”)***, I agree that the Policy will be observed and that the group or organization will assume all responsibility for observing such Policy. By signature and by accepting use of the property, I further certify that any leaders in charge or present at the event(s) who have not been screened and trained by TUMC have been appropriately screened and trained by the User or an agent of the User and that all activities associated with this application will be conducted in compliance with that Policy.

(b) The User group or organization has liability insurance in the amount of a least \$500,000 combined single limit. **(Evidence of Insurance must be provided)**

Signature of Applicant \_\_\_\_\_

Position with User (title) \_\_\_\_\_

1. **Enclose a check for the appropriate Security Deposit amount with your request (payable to “Trinity UMC”).**
2. **The User Fee is to be paid 2 weeks prior to the event (payable to “Trinity UMC”).**

\*\*\*\*\*

### **INSURANCE REQUIREMENTS**

Non-TUMC organizations requesting church facilities for an extended period of substantial use shall furnish evidence of Public Liability Insurance in amounts of not less than \$500,000 combined single limit.

Trinity United Methodist Church shall be named in the Policy as an Additional Insured and a Certificate of Insurance showing that addition shall be furnished the Church Office following approval of the application.

Users are reminded to bring their own extension cords for use of their Audio Visual Equipment. Several rooms will require a grounding adapter as they do not take 3-prong plugs.

\*\*\*\*\*

***For TUMC Office Use Only:***

Date \_\_\_\_\_

\_\_\_\_ Request **Approved**    Facility/room assigned: \_\_\_\_\_

\_\_\_\_ Request **Denied**    Reason denied: \_\_\_\_\_

**Fees being charged:** \_\_\_\_\_

<b>PAID:</b>	Security Deposit _____	User Fee _____	Janitor Fee _____
	\$ _____	\$ _____	\$ _____
	Date _____	Date _____	Date _____

**Returned:**    \$ \_\_\_\_\_  
Date \_\_\_\_\_

APPENDIX F

TRINITY BUILDING USE AGREEMENT

TRINITY UNITED METHODIST CHURCH  
903 Forest Avenue, Henrico, Virginia 23229  
(804) 288-6056 Fax: (804) 282-3368

On behalf of \_\_\_\_\_ (the "User"), I \_\_\_\_\_ (name)  
\_\_\_\_\_ (title or position) hereby certify:

1. I am an authorized agent or officer of the User and I can legally bind the User;
2. I have received and read the *Trinity United Methodist Church Policy for Use of Church Property and Facilities with all its appendices, including the Child Protection Policy and Procedures (altogether, the "Policy")* and that all leaders and adults associated with the User who will be present at Trinity or using Trinity property have also read the Child Protection Policy and Procedures and I agree, on behalf of the User, that all participants are bound by and accountable for abiding by the Policy, including the 2 adult rule;
3. I understand that use of Trinity property is expressly conditioned on acceptance and compliance with of the terms of the Policy and that my signature below certifies compliance with the Policy by the User and anyone associated with the User;
4. My signature below attests to the fact that all of our leaders have completed Child Protection screening and training required by the Policy.
5. User is responsible for compliance with the Policy and User is responsible for the conduct of all leaders, adults, children, and all participants while using or on Trinity property;
6. User will indemnify and hold harmless Trinity for any losses, damages, fees and costs caused by leaders, adults, children or other participants while using Trinity property; and
7. User has appropriate liability insurance in amounts of not less than \$500,000 combined single limit and has named Trinity United Methodist Church in the Policy as an Additional Insured and *a Certificate of Insurance naming Trinity is attached to the agreement.*

Signature \_\_\_\_\_ Title \_\_\_\_\_

Organization or Group \_\_\_\_\_ Date \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Return this original signed copy (including Page 2) to the Office Administrator of Trinity, where it will be kept on file on behalf of Trinity's Board of Trustees.

Leaders for our Organization who will or may meet at Trinity UMC are listed here:  
(Please print clearly.)

**Cell Phone**

[illegible]

## APPENDIX G

### **RULES FOR THE USE OF THE CHURCH VAN**

#### A. Who may use the van and how it should be used:

NOTE: Users of the TUMC van must comply at all times with the Church's Child Protection Policy.

1. Drivers must be 21 years of age, and submit their Driver's License #, Date of Birth, and full name to the Office Administrator. This information will be submitted to Trinity's Insurance Agent, who will request a Driving Record, give authorization for each individual, and add them to Trinity's insurance coverage. This criteria is also for any/all Trinity staff who drive the van.
2. Trinity reserves the right to deny permission to any driver for any reason in its sole discretion.
3. Any group or ministry of Trinity UMC is encouraged to make use of the van.
4. No group outside of the church may use the van without express permission from the Board of Trustees, or its designee.  
  
Should the Board of Trustees grant permission to any group outside of the immediate church family, the driver must be provided from the Church's approved list on file with the insurance company.
5. Each legitimate group should identify at least one driver who would be registered with the church office. Larger groups should identify more than one driver.
6. The Office Administrator should coordinate van use and each group should make a request for the van to her so that it may be placed on the calendar.
7. Van use shall be on a first come, first served basis. Negotiation from group to group is encouraged in the event of a conflict; it is hoped priorities can be settled in this manner.
8. It is recommended that an inspection/check be made of the van (tires, brakes, lights, oil, etc.) before the trip begins.
9. Each group using the van is responsible for gas and oil consumed (gas tank should be filled after using).
10. When taking a long trip, oil change information should be obtained from the Director of Facilities and Administration.
11. Problems should be reported to the Director of Facilities and Administration.

#### B. Special Considerations:

1. The Director of Facilities and Administration shall be responsible for routine maintenance and upkeep.
2. The Director of Facilities and Administration should provide written information (in glove box) of location of spare, flares, type of oil and gas used, etc.

C. Restrictions

1. The travel radius of the van should not exceed 150 miles. Any trip proposed beyond that distance may require a minimum of one week advance notice to the insurance company. Any trips with a travel radius in excess of 150 miles must be approved by the Director of Facilities and Administration and/or the Board of Trustees.
2. A complete list of approved drivers, including staff members, shall be on file with the Church Office Administrator. Additional names may be added as the occasion arises. No one is authorized to operate the van other than those individuals included on our list.
3. No smoking signs will be posted inside of the van.
4. All users of the van must be instructed that the registered driver of the van is responsible for the conduct and safety of the passengers. No activity within the van can be permitted that may distract the driver's attention from the safe operation of the vehicle.
5. All passengers must wear the seat belts provided while the van is in motion.
6. A daily log of the van's operation shall be provided by the Director of Facilities and Administration, and all information requested on the log must be recorded daily and turned into the church office following each use.