



FACILITY USE POLICY & REGULATIONS

Included:

- HOPE CHURCH MISSISSAUGA Facilities Use Policy
- HOPE CHURCH MISSISSAUGA Facilities Use Regulations

Instructions to Applicants:

1. Read the Facility Use Policy and the Facility Use Regulations.
2. Complete the application form – make sure you sign it or the application will not be considered -- and return it to the Church Office.
3. You will be contacted to let you know if the proposed use has been approved and to provide an agreement for your use.

HOPE CHURCH MISSISSAUGA

Facility Use Policy

1. Application and Interpretation

1.1. In this Policy:

- “HOPE” means HOPE Church Mississauga;
- “Doctrinal Statement” means HOPE’s Doctrinal Statement as established by the Council of Elders; HOPE’s Beliefs are available through its website or upon request;
- “By-laws” means HOPE’s by-laws, including its mission and objects as established by the Council of Elders; HOPE’s By-laws are available upon request;
- “Member” means a member of HOPE as determined under the By-laws;
- “Outside Applicants” means a person, organization, or group of persons that is not a Member or comprised solely of Members;
- “Premises” means any and all buildings, facilities, and surrounding grounds and parking areas owned or under the control of HOPE; and
- “Use Agreement” means the Agreement between HOPE and the user under which an approved use is permitted and conducted on the Premises.

1.2. This Policy applies to (i) all applications for use of HOPE’s Premises and (ii) use of HOPE’s Premises by any approved group, organization or individual, including weddings and funerals. It does not apply to any ministry of HOPE, or activities conducted under the authority of any ministry of HOPE.

1.3. The application and interpretation of this Policy is ultimately under the authority of HOPE’s Council of Elders. The Council of Elders has delegated day-to-day application and interpretation of this Policy to the Senior Pastor, but he may at any time ask the Council of Elders to decide in a particular case, for example, whether a proposed or actual use of the Premises is in accordance with its Doctrinal Statement and By-laws.

2. Background about HOPE: General Principles Guiding Consideration of a Proposed Use

2.1. HOPE only allows uses of its Premises for activities which are in accordance with its Doctrinal Statement and By-laws. This Policy shall be interpreted and applied in accordance with the Doctrinal Statement and By-laws. The phrase “in accordance with the Doctrinal Statement and By-laws” includes that the use, or proposed use:

- includes, facilitates and/or permits, in one or more ways acceptable to the Council of Elders, the advancement of the Gospel of Jesus Christ, whether through the focus of the use or proposed use itself, or where the Gospel is not the focus of the use or proposed use, the making available of Bibles and/or other gospel-centred materials (in any form) at or in connection with the use or proposed use, and/or the making available of a

representative of HOPE to pray and talk with anyone regarding HOPE and its Objects, so that such materials and representatives are identified, visible and conveniently located for those who might want them; and

- does not advocate or advance or represent a perspective that is contrary to Scripture, but for this purpose a secular use or proposed use that does advance or represent a perspective that touches on Scripture shall not be viewed as contrary to Scripture.
- 2.2. HOPE's mission is to glorify God through the fulfillment of the Great Commission (Matthew 28:19-20) in the spirit of the Great Commandment (Matthew 22:37-39). Its Objects are to advance and teach the religious tenets, doctrines, observances and culture associated with the Christian faith.
 - 2.3. No non-HOPE fund raising or voluntary offerings or collections shall be held unless it has been expressly approved by the Council of Elders and that approval is reflected in the Use Agreement.
 - 2.4. The requirement that any proposed use be in accordance with the Doctrinal Statement and By-laws is in addition to the proposed use being approved under the factors set out in Section 3.

3. Criteria for Determining Eligibility to Use the Premises

- 3.1. The following factors will be taken into consideration when determining eligibility for use of the Premises:
 - a. whether the proposed use is in accordance with Section 2.1;
 - b. the availability of the Premises as per Section 4 (Priorities of Use);
 - c. the impact of the proposed use on ministries or programs at HOPE;
 - d. the risk of physical harm to the Premises or people, including the people who would use the Premises under the proposed use;
 - e. whether the proposed use is in accordance with health and safety standards;
 - f. whether the applicant has or will agree to sign a Use Agreement containing such terms and conditions not inconsistent with this Policy as the Council of Elders may determine from time to time;
 - g. whether the Senior Pastor believes the user will abide by this Policy and the Use Agreement; and
 - h. such other factors as the Council of Elders may determine from time to time consistent with its Doctrinal Statement and By-laws.

4. Priorities of Use

- 4.1. Preference will be given in the following order when resolving scheduling conflicts:

- a. first, to the needs of any ministry of HOPE or activities conducted under the authority of any ministry of HOPE;
- b. then, to any proposed use that otherwise is approved in accordance with this Policy, in this order:
 - i. to Members; and
 - ii. to Outside Applicants.

5. Processing of Applications

- 5.1. All requests for use of the Premises are made using an application in such form as the Council of Elders may approve from time to time.
- 5.2. All applications are submitted to the Church Office. An incomplete application may not be considered. Subject to the other provisions of this Policy, barring an obvious scheduling conflict with a higher-ranking use, dates are tentatively held pending a determination on the application.
- 5.3. Typically within three (3) weeks of receipt of a complete application, the applicant will be advised if the application has been approved.
- 5.4. The determination for all requests shall be made by the Senior Pastor, or other staff with the consent of the Senior Pastor. There is no appeal of a decision on an application.
- 5.5. **Persons seeking to use the Premises need to be aware** that HOPE reserves the right at any time to cancel or reschedule any use – even one which has been contracted with HOPE – where a higher-ranking use (per Section 4) has arisen or where it subsequently appears that the application was made in bad faith or contains material untruths. For weddings that have been booked and all amounts paid as required, every effort will be made to avoid changes, and if a change is required, HOPE will work with the user to minimize any inconvenience associated with the change.
- 5.6. In all cases, HOPE shall not have any liability of any kind associated with or arising out of any change, including but not limited to costs or losses to the User. In the case of cancellation of a proposed use, HOPE reserves the right to refund amounts paid without further liability of any kind.

6. Fees

- 6.1. Fees are set based on:
 - Amount of space, number of attendees, and duration of use;
 - Amount of facilities, equipment, and resources used (e.g., uses which make no use of audio/visual equipment or other facilities, equipment, and resources will have lower fees than those that make use of such);
 - The extent and number of HOPE staff required to supervise or otherwise support or assist with the proposed use, for example ushering, operating equipment, or cleaning;

- Whether the proposed use will generate greater than the normal amount of wear on the Premises, equipment, or resources; and
 - the degree of risk of damage to the Premises, equipment, and resources.
- 6.2. HOPE reserves the right to waive or reduce its normal fee rate structure in order to support activities that could not otherwise afford normal fees but whose use is otherwise approved in accordance with this Policy. HOPE cannot give discounts to members as per CRA charity restrictions.
- 6.3. HOPE requires a deposit of 50% of the total cost of the approved use to be paid to HOPE within 14 days of the application's approval. If a deposit for an approved use is not received by HOPE within 14 days, HOPE may cancel the agreement.
- 6.4. **All remaining fees and proof of insurance certificate must be paid in full 30 days before the event.** If payment in full is not received by HOPE, HOPE may cancel a previously-approved reservation and reserves the right not to refund the deposit.
- 6.5. Upon cancellation by the applicant, the deposit will not be returned, and any remaining fees that have been paid will be returned as long as notice of cancellation is given at least 14 days before the date of the proposed use. If notice of cancellation by the applicant is received within 14 days of the event, then the remaining fees may not be returned.

7. Insurance

- 7.1 Each Outside Applicant must provide HOPE with a certificate of comprehensive general liability insurance coverage with a combined single limit of not less than \$2,000,000 naming HOPE CHURCH MISSISSAUGA as an Additional Insured.

8. Indemnity and Use Agreement

- 8.1. Before being permitted to use the Premises, any approved user shall agree, in the Use Agreement and in a manner acceptable to the Senior Pastor and/or the Council of Elders:
- a. to release, protect, defend, indemnify and hold harmless HOPE and its Directors, Elders, Pastors, officers, employees, Members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of the use of the Premises;
 - b. to be liable for the cost of any repairs and/or replacement of damaged equipment, fixtures or other personal property resulting from the use or caused by anyone participating in the use and, for that purpose, to accept and pay the amount as estimated or otherwise determined by HOPE; and
 - c. to accept and agree to abide by all the terms in this Policy.

9. General and Regulations

- 9.1. All uses are conditional on agreement to abide by the regulations attached to this Policy, and the requirements and restrictions set out in the Use Agreement.

- 9.2. Use of the facility for Wedding ceremonies and Marriage Vow Renewal ceremonies is limited to Members of HOPE or to members of a like-minded church wherein both the bride and groom or the husband and wife, and the church of which they are members, are in full agreement with the Doctrinal Statement and By-laws of HOPE. Such ceremonies must be officiated by a pastor of HOPE or someone HOPE designates and approves, and must be conducted in accordance with its beliefs and practices. A letter of alignment from the applicant's church may be required to confirm the applicant's agreement with the Doctrinal Statement and By-laws.
- 9.3. Use of the facility for Funeral ceremonies and Memorial ceremonies is limited to Members of HOPE or to members of a like-minded church wherein the applicant and the church of which he or she is a member are in full agreement with the Doctrinal Statement and By-laws of HOPE. Such ceremonies must be officiated by a pastor of HOPE or someone HOPE designates and approves, and must be conducted in accordance with its beliefs and practices. A letter of alignment from the applicant's church may be required to confirm the applicant's agreement with the Doctrinal Statement and By-laws.
- 9.4. Approvals of any use are not transferable, and only apply to the day and time, use and applicant that was approved. Any attempt to transfer an approval is strictly prohibited and may, at the discretion of the Council of Elders, result in revocation of any approval.
- 9.5. The Council of Elders may from time to time prescribe, amend and repeal such additional rules and regulations respecting use of the Premises, including by way of example and without limitation additional information and/or requirements for one or more specific uses. Those rules and regulations shall be given the same force and effect as this Policy.
- 9.6. This policy supersedes all prior oral or written statements regarding use of the Premises, and all prior versions of this Policy.
- 9.7. Only the Council of Elders can amend any part of this Policy. No one else, including no church employee, has the authority to do so.

Drafted by: Gavin Jillard and Chris Shipley

Approved by: Council of Elders, May 23, 2023

Date of effect: May 23, 2023

HOPE CHURCH MISSISSAUGA

Facility Use Regulations

1. Users shall confine themselves to the use, number of persons and areas provided for in their Use Agreement.
2. The Premises shall not be used, and no person using the Premises shall do so, in any manner or for any purpose that conflicts with:
 - HOPE's Objects, Doctrinal Statement, By-Laws and principles or any element of this Policy;
 - any rule or regulation made by the Council of Elders; or
 - any direction or instruction of a representative of HOPE on the premises.
3. The use of illegal or intoxicating drugs and/or alcohol is not permitted and shall not occur anywhere on the Premises.
4. No food and/or drink are permitted in the Auditorium.
5. Any decoration and/or third party equipment must be approved in advance, and then arranged, set up, and removed by the user under the supervision of HOPE. Removal shall occur immediately after the use is completed. The Premises must not be damaged in any way by any decoration and/or third party equipment.
6. No signs, decorations or anything else shall be fixed, secured, applied or attached to any walls of the building except as expressly permitted by the terms of the Use Agreement.
7. No animals are permitted inside the building, except service animals, and as expressly permitted by the terms of the Use Agreement.
8. Unless your Use Agreement provides otherwise, tear down of tables, chairs and equipment shall be by HOPE.
9. Furniture and equipment may not be removed from the building without the approval of HOPE.
10. Events should be concluded on or before 9:30 p.m. (with the exception of Saturdays which must be concluded by 5:00 p.m.) to allow sufficient time for vacating and closing down the building by 10:00 p.m., unless approved in your Use Agreement.
11. The user must have and identify during the use an authorized overseer or person in charge, who shall be specified in the Use Agreement.
12. A representative of HOPE must be present during the use, and has authority to make decisions on behalf of HOPE. This representative shall be the person identified in the Use Agreement or his/her designee. The user shall cooperate with and follow any directions and instructions of the HOPE representative.
13. All children under the age of 12 must be supervised by an adult over 18 at all times. All users must ensure that they provide their own supervision of children, or ensure parents are made aware of this requirement. Children are not permitted on the stage unless they are participating in the event. These rules apply not only during the event, but also during setup, rehearsals, and tear down.
14. HOPE assumes no responsibility for articles left at the Premises.
15. Once all aspects of the applicant's rental needs and application are understood, a final quote for the proposed use will be provided.

16. The User is responsible for and shall pay all costs associated with breach of these Regulations, the Facilities Use Policy, or the Use Agreement, and for all loss or damage to church property caused by them, their guests and third parties providing services to them.
17. Use of audio-visual equipment, including HOPE's equipment, is permitted only under the supervision of persons authorized by HOPE.
18. If the agreement includes use of the kitchen/servery, it is solely for the staging and warming up of food; no actual cooking is allowed.
19. The User must adhere to the health protocols that are in effect at the time of use. These protocols may change and changes will be provided to Users with a confirmed booking.

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