

Harvest Bible Chapel Oakville

Facility Use Policy

1. Application and Interpretation

1.1. In this Policy:

- “Harvest” means Harvest Bible Chapel Oakville;
- “Harvest’s Beliefs” means Harvest’s mission, objects, doctrine, beliefs and principles as established by the Board of Elders;
- “Member” means a member of Harvest as determined under Harvest’s 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 Harvest; and
- “Use Agreement” means the Agreement between Harvest 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 Harvest’s Premises and (ii) use of Harvest’s Premises by any approved group, organization or individual, including weddings and funerals. It does not apply to any ministry of Harvest, or activities conducted under the authority of any ministry of Harvest.

1.3. The application and interpretation of this Policy is ultimately under the authority of Harvest’s Board of Elders. The Board of Elders has delegated day-to-day application and interpretation of this Policy to the Executive Pastor, but he may at any time ask the Board of Elders to decide in a particular case, for example, whether a proposed or actual use of the Premises is in accordance with Harvest’s Beliefs.

2. Background about Harvest:

General Principles Guiding Consideration of a Proposed Use

- 2.1 Harvest only allows uses of its Premises for activities which are in accordance with Harvest’s Beliefs. This Policy shall be interpreted and applied in accordance with Harvest’s Beliefs. The phrase “in accordance with Harvest’s Beliefs” includes that the use, or proposed use:
- includes, facilitates and/or permits, in one or more ways acceptable to the Board 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, so that such materials 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 Harvest’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 Harvest is a non-charismatic, conservative, evangelical fellowship that welcomes all who know Jesus Christ as their Saviour and all who are seeking Him. Harvest believes in the verbal, plenary inspiration of Scriptures and that they are inerrant in their original writings (Psalm 119:97-104; Psalm 119:160; Matthew 5:18; John 5:46-47; John 10:35; 2 Timothy 3:15-16), and are infallible in their instruction (2 Peter 1:19), eternal in duration (Isaiah 40:8; 1 Peter 1:23-25); the final authority and the standard for faith and

practice (Matthew 4:4; Psalm 119); and sufficient for counsel in every issue of life (Psalm 19:14-17; 2 Timothy 3:16). Harvest believes the very words of Scripture in the original Hebrew, Greek and Aramaic are inspired by God.

- 2.4. No non-Harvest fund raising or voluntary offerings or collections shall be held unless it has been expressly approved by the Board of Elders and that approval is reflected in the Use Agreement.
- 2.5. Harvest affirms the biblical standard of marriage being between a man and a woman. Any other form of marriage is contrary to Harvest's Beliefs. Other elements of Harvest's Beliefs are available through its website.
- 2.6. The requirement that any proposed use be in accordance with Harvest's Beliefs is in addition to the proposed use being approved under the factors set out in Article 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 Harvest's Beliefs;
 - (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 Harvest;
 - (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 Board of Elders may determine from time to time;
 - (g) whether the Executive Pastor believes the user will abide by this Policy and the Use Agreement; and
 - (h) such other factors as the Board of Elders may determine from time to time consistent with Harvest's Beliefs.

4. Priorities of Use

- 4.1. Preference will be given in the following order when resolving scheduling conflicts:
 - first, to the needs of any ministry of Harvest or activities conducted under the authority of any ministry of Harvest;
 - then, to any proposed use that otherwise is approved in accordance with this Policy, in this order:
 - to Members; and
 - 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 Board of Elders may approve from time to time.
- 5.2. All applications are submitted to the Church Office. An incomplete application, or an application not accompanied by any required fee, will 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 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 Executive Pastor, or other staff with the consent of the Executive Pastor. There is no appeal of a decision on an application.
- 5.5. **Persons seeking to use the Premises need to be aware** that Harvest reserves the right at any time to cancel or reschedule any use – even one which has been contracted with Harvest – where a higher-ranking use (per section 4) has arisen of 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, Harvest will work with the user to minimize any inconvenience associated with the change. In all cases, Harvest 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, Harvest 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 and duration of use;
 - Amount of facilities used (e.g., uses which make no use of audio/visual or other technical facilities will have lower fees than those that make use of such facilities);
 - The extent and number of Harvest 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; and
 - the degree of risk of damage to the Premises;
- 6.2. Harvest 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.
- 6.3. Upon cancellation by the applicant any deposit will be returned as long as notice of cancellation is given one week before the proposed event date.
- 6.4. **Fees must be paid in full one week before the event.** If payment in full is not received, the Executive Pastor or administrative staff may cancel a previously-approved reservation and Harvest reserves the right not to refund the deposit.

7. Insurance

- 7.1. Each Outside Applicant must provide Harvest with a certificate of comprehensive general liability insurance coverage with a combined single limit of not less than \$1,000,000 naming Harvest as an additional insured. This requirement can be waived by the Executive Pastor.

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 Executive Pastor and/or the Board of Elders:
- (a) to release, protect, defend, indemnify and hold harmless Harvest and its Elders, Ex Officio Elders, 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

- Harvest;
(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. 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, in the discretion of the Board of Elders, result in revocation of any approval.
- 9.3. The Board 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.
- 9.4. This policy supersedes all prior oral or written statements regarding use of the Premises, and all prior versions of this Policy.
- 9.5. Only the Board of Elders can amend any part of this Policy. No one else, including no church employee, has the authority to do so.

Harvest Bible Chapel Oakville Facility Use Policy 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:
 - Harvest's objects, beliefs and principles or any element of this Policy;
 - any rule or regulation made by the Board of Elders; or
 - any direction or instruction of a representative of Harvest 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. 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 Harvest. 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.
5. 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.
6. No animals are permitted inside the building except as expressly permitted by the terms of the Use Agreement.
7. Unless your Use Agreement provides otherwise, tear down of tables, chairs and equipment shall be by Harvest.
8. Furniture and equipment may not be removed from the building without the approval of the Executive Pastor.
9. Events should be concluded on or before 9:30 p.m. to allow sufficient time for vacating and closing down the building by 10:00 p.m., unless approved in your Use Agreement
10. The user must have and identify during the use an authorized overseer or person in charge, who shall be specified in the Use Agreement.
11. A representative of Harvest must be present during the use, and has authority to make decisions on behalf of Harvest. 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 Harvest representative.
12. 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.
13. Harvest assumes no responsibility for articles left at the Premises.
14. 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.
15. Use of audio-visual equipment, including Harvest's equipment, is permitted only under the supervision of persons authorized by Harvest.