

Church Properties Rental Policy

The Northern New England Conference discourages the rental of its churches, schools, community service centers to non-Adventist groups due to the added liability exposure presented to the property owner. The New York Conference also declines to issue insurance riders on its liability policy in behalf of any other organization, including non-Adventist groups.

The rental of church-owned properties also increases the wear and tear to buildings and equipment owned by the church unnecessarily. Such depreciation can cause hardship and displeasure within the church.

Insurance Requirements

The Northern New England Conference does recognize that some churches do allow the use of their church properties either on a rental or extended-loan basis. In such a case the Northern New England Conference does require the renter to provide a certificate of liability insurance with combined single limits of one million dollars as a minimum and that the Northern New England Conference of Seventh-day Adventists be named as an additional named insured on said certificate. A copy of the insurance certificate must be sent to the Conference Office.

Rental Agreements

All congregations, which rent or loan their church properties are required to submit a copy of proposed rental or extended loan agreement to the conference treasurer. The Northern New England Conference Board of Trustees must approve all rental/loan agreements before such an agreement is started. A sample rental agreement is shown.

AGREEMENT FOR USE OF CHURCHES/SCHOOLS ON A TEMPORARY BASIS

Northern New England Conference of Seventh-day Adventists

The Seventh-day Adventist churches within the Northern New England Conference of Seventh-day Adventists are places of worship for the congregation and are also centers for various outreach ministries to the communities which they serve.

Occasionally our congregations do not have a permanent place of worship and, often, congregations of other denominations allow our congregations to use their facilities on a temporary basis. On other occasions, our congregations are asked by congregations of other denominations to allow our facilities to be used on a temporary basis while these congregations make arrangements for their place of worship.

The purpose of this agreement is to have a written understanding of how Seventh-day Adventist congregations in the Northern New England Conference of Seventh-day Adventists allow other congregations to use their facilities, whether it be the church or the school facility.

- 1.) In order to prevent misunderstandings, this written agreement is the only official agreement between the _____ Seventh-day Adventist Church/School and the _____ (congregation/organization) and any exceptions shall be noted in this agreement and approved by the appropriate bodies.
- 2.) Either congregation/organization may terminate this agreement within _____ days by providing a written notice.
- 3.) While Seventh-day Adventist churches/schools within the Northern New England Conference do not enter into formal rental agreements with other congregations/organizations by charging for rent of the facility, it is usually necessary to cover the additional cost incurred by allowing another congregation/organization to use our facilities. These costs include utilities, maintenance of the building due to additional use and wear and tear, etc. To assist the Seventh-day Adventist churches/schools in recovering these costs, it is understood that it will be reimbursed for these costs on the following basis:

Initial charge is to be \$60 per usage, to be renegotiated when and if usage of the church facility begins (tentatively scheduled for fall of 2001).

- 4.) The _____ (congregation/organization), who is temporarily using the Seventh-day Adventist building at _____ (address), may not erect permanent signs either in the building or on the property. It may place temporary signs in front of the building, which should be there only during the hours that they are using the facility.

- 5.) The facility shall be used by the _____
(congregation/organization) at the following times:

(outline specific times)
- 6.) This agreement for the temporary use of the _____ Seventh-day Adventist Church is not transferable to any other group.
- 7.) The building is insured; however the _____
(congregation/organization), having temporary use of the building, must provide its own liability insurance in an amount of not less than \$1,000,000. A certificate indicating that the **Northern New England Conference of Seventh-day Adventists**, the ecclesiastical organization, the **Northern New England Conference of Seventh-day Adventists, Inc.** and the _____ **Seventh-day Adventist Church** are additionally insured shall be issued to each entity **prior to use** by the _____ (congregation/organization). The _____ Seventh-day Adventist Church is responsible for building insurance.
- 8.) Any, and all damages caused to the property during the period of temporary use are the responsibility of the _____
(congregation/organization) who has temporary use of the building.
- 10.) The governing boards of the respective parties are to approve this use agreement.
- 11.) Approval procedure:
- a.) The approval for the Seventh-day Adventist Church is as follows:
- i.) The church board is to review this use agreement and approve it, noting any variations from this general agreement (general questions about the agreement should be addressed to the Conference secretary, specific questions about the insurance certificate should be addressed to the Conference treasurer.)
- ii.) Once the congregation/organization requesting temporary use has approved the agreement and it has been signed by duly authorized representatives of that congregation/organization, it shall be executed by the following persons:
- In use of Churches: the pastor of the Seventh-day Adventist Church and the clerk.
- In use of Schools: the pastor of the local church and the church board chairperson.

- iii.) Once the agreement has been executed by both parties, it is forwarded to the secretary of the Northern New England Conference of Seventh-day Adventists for final review.

Approval by the _____ Seventh-day Adventist Church:

This agreement has been approved by the church board on _____ (date).

_____, Pastor

_____, Church Clerk

Approval by the Christ the _____ (congregation/organization):

This agreement has been approved by the _____ (governing board of congregation/organization) on _____ (date).

_____, _____
Title

_____, _____
Title

Reviewed and approved by the Northern New England Conference of Seventh-day Adventists on _____, (date).

John G. DePalma, Secretary