

Guidelines

for

Renting Association Properties

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Michigan Conference Association

of Seventh-day Adventists

*Revised – January 9, 2023*

**Things you need to consider before renting your church:**

1. Familiarize yourself with the use agreement guidelines found in the Guidelines for Association properties section 7 attached below.
2. How will this affect your use of the building?
	1. What days and hours will they use it?
	2. What rooms and equipment will be used?
	3. What kind of signage will they use?
	4. How often will the use agreement be reviewed?
3. A vetting process needs to be in place which consist of, but not limited to, the following:
	1. Visit with leadership team of the potential tenant i.e., Pastor, elder, deacon, or leader.
	2. Attend their services in person.
	3. View their online and social media presence.
	4. Obtain of list of their fundamental beliefs
	5. Discuss use agreement points such as communion wine, etc., speaking in tongues, use of meat, music style, etc.
	6. Obtain and contact at least two referrals.
	7. Document all interaction and correspondence with potential tenant.
4. Liaison
	1. Who will be the contact person be for both parties?

1. Know what the consequences are to your church regarding taxation.
	1. Understand if they are not a 501(c) (3) organization your tax-exempt status could be jeopardized.

**Section 7 Guidelines for Association Properties**

**Use Agreements**

~ Use Agreements are to be utilized when the property is used for any events not sponsored by

the local church or school.

~ The Michigan Conference Association (MCA) attorney-approved Use Agreement can be

obtained by contacting the MCA.

* 1. **Short Term** (1 month or less)
		1. All voted minutes from duly called church board or school board meetings, approving the use of the facility, must be recorded by local entity.
		2. MCA Use Agreement form must be used.
		3. User, at its sole expense, agrees to acquire and keep in full force during its use of the Premises, comprehensive public liability and property damage insurance, in which both the MCA of Seventh day Adventists, and its affiliated organizations, and the Local Church are named as additionally insured parties together with the user, covering any and all claims for injuries to persons or property occurring in, upon or about the premises during user's occupancy and use, or related thereto. This insurance is to be in the minimum amount of one million dollars ($1,000,000) single limit coverage to indemnify the claim of one or more persons, and for indemnification for property damage.
		4. Local church or school is responsible for executing agreement and monitoring outcomes.

* 1. **Long Term** (More than 1 month)
		1. All voted minutes from duly called church board and business meetings or school board and constituent meetings, approving the use of the facility, must be forwarded to the MCA.
		2. MCA Use Agreement form must be used and returned to MCA Board of Trustees for approval.
		3. Any long-term use agreement needs to be signed by one of the MCA officers (not by the local church). The officers are President-Jim Micheff, Vice-President-Justin Ringstaff, Vice-President-Mike Bernard, Treasurer-Tom Owiti and Secretary-Joel Nephew. The MCA Secretary handles all property issues.
		4. User, at its sole expense, agrees to acquire and keep in full force during its use of the Premises, comprehensive public liability and property damage insurance, in which both the MCA of Seventh day Adventists, and its affiliated organizations, and the Local Church are named as additionally insured parties together with the User, covering any and all claims for injuries to persons or property occurring in, upon or about the Premises during User's occupancy and use, or related thereto. This insurance is to be in the minimum amount of one million dollars ($1,000,000) single limit coverage to indemnify the claim of one or more persons, and for indemnification for property damage. User is required to provide a certificate of liability prior to occupancy and a complete insurance policy to Owner at any time upon request of the Owner and shall cause User’s insurance carrier to provide the Owner with notice of cancellation within thirty (30) days prior to any cancellation of said insurance policy.
		5. Local church or school are responsible for executing agreement and monitoring.