

## **Trinity Anglican Seminary Facility Use Policy**

Trinity Anglican Seminary (“Trinity”) is a private educational institution dedicated to Christian formation in the evangelical Anglican tradition, producing outstanding leaders who can plant, renew, and grow churches that make disciples of Jesus Christ (the “Purpose”). Trinity’s facilities, including its grounds (collectively, the “Facilities”), are a gift from the LORD to be used and enjoyed for the fulfillment of the Purpose. As such, Trinity must be a good and faithful steward of the Facilities, which have been entrusted to it by the Lord, and no events may be held at Trinity that do not comply with the Facilities Purpose Statement below and all other terms of this Facility Use Policy (this “Policy”).

### **FACILITIES PURPOSE STATEMENT**

The Facilities have been provided through God’s benevolence and by the sacrificial generosity of the faithful. Trinity desires that the Facilities be used for the training of Christian ministers and clergy, for the fellowship of the Body of Christ, and to bring God glory. Although the Facilities are not generally open to the public, on occasion, Trinity makes its facilities available to others who have been approved and sponsored by members of the Trinity community as a witness to its faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

However, use of the Facilities will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that Trinity deems to be in conflict in any unacceptable way with its faith or in conflict with its moral teachings as each is informed by the Bible and which are summarized in, among other places, Trinity’s “Covenant” (Attachment 1 hereto) and the “Statement of Faith” (Attachment 2 hereto), and the religious Purpose of Trinity. Likewise, the Facilities may not be used for activities that Trinity deems contradictory or inconsistent in any unacceptable way with its faith or contradictory or inconsistent with its moral teachings. Trinity’s President, or his designee, is the final decision-maker concerning whether to permit any person or group any use of the Facilities or whether any proposed use of any of the Facilities contradicts, or is inconsistent with, in any unacceptable way its faith or contradicts, or is inconsistent with, its moral teachings.

This Policy is necessary for two foundational reasons. First, Trinity may not in good conscience materially cooperate in activities or beliefs that are contrary in any unacceptable way to its faith or contrary to its moral teachings. Allowing its facilities to be used for purposes that contradict in any unacceptable way its beliefs or contradicts its moral teachings would be material cooperation with that activity and would be a grave violation of its faith and religious practice (2 Cor 6:14; 1 Thess 5:22).

Second, it is important that Trinity present a consistent message to the various communities it serves and in which it is embedded and that Trinity’s trustees, officers, faculty and staff conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing Facilities to be used by groups or persons who express beliefs or engage in practices contrary in any unacceptable way to its faith or contrary to its moral teachings would have a severe negative impact on the message that Trinity strives to promote. It could also cause confusion and scandal to Trinity representatives and the community because they may reasonably perceive that, by allowing such persons or groups to use the Facilities, Trinity agrees with the beliefs or practices of such persons or groups.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices, that contradict in any unacceptable way Trinity's faith or contradict Trinity's moral teachings use any of the Facilities, nor may the Facilities be used in any way that contradicts in any unacceptable way Trinity's faith or contradicts Trinity's moral teachings. This Policy applies to all of the Facilities, regardless of whether the facilities are connected to any of its sanctuaries or chapels, because Trinity sees all of its property as holy and set apart for God (Col 3:17).

Further, organizations that engage in partisan political campaigns are not eligible to use the Facilities for their programs.

## **PROCEDURES**

Any permission to use the Facilities will be granted to the following organizations, groups, and individuals (each, a "User") in the following order of priority (subject to the terms of this Policy):

- 1) Faculty, officers, staff, official student groups and organizations that are a part of Trinity (each such faculty, officer, staff or official student group or organization, a "Trinity Person") or organizations that are sponsored by a Trinity Person for Christian education or campus life activities.
- 2) The North American Lutheran Seminary at Trinity ("NALS" and each of its faculty, staff, or official student group or organization, a "NALS Person") or organizations that are sponsored by an NALS Person for Christian education or campus life activities. All such use will be in line with the current Memorandum of Understanding between the NALS, the North American Lutheran Church ("NALC"), and Trinity.
- 3) Other Christian higher education institutions, church groups, missionary societies, and ecumenical organizations.
- 4) Christian weddings, wedding receptions, funerals, and similar family occasions of those associated with Trinity.
- 5) Community service organizations that are non-profit and non-political in nature.
- 6) Support or self-help groups that are non-profit and non-political in nature.
- 7) Profit-making organizations and individuals whose purpose for the building usage requested is non-profit and non-political in nature (e.g., charity event, etc.).
- 8) With respect to the portions of the Facilities referred to as the "Warehouse A" and the "Warehouse B" and solely for purposes of long-term rental, profit-making organizations whose business philosophy is deemed by Trinity's President's Cabinet (the "President's Cabinet") to be consistent with Wendell Berry's description, "By the excellence of his work the workman is a neighbor. By selling only what he would not despise to own the salesman is a neighbor. By selling what is good his character survives his market."

Notwithstanding the foregoing, any User that is not a part of Trinity or, if a part of Trinity, that desires to use any Facility for any event not sponsored by Trinity (each, an "Outside Person") must obtain the approval of the President's Cabinet and satisfy all of the following conditions:

- 1) Outside Persons requesting Facility use must be sponsored by a Trinity Person or a NALS Person (unless such Outside Person is also a Trinity Person or a NALS Person making a request in respect to an event not sponsored by Trinity or the NALS).
- 2) Outside Persons requesting Facility use must affirm that their beliefs and practices and planned uses of the Facility are not inconsistent with Trinity's faith and/or moral teachings, or, if inconsistent, such inconsistency must not be unacceptable to Trinity's President (for example, Trinity's President may determine that the NALS is not required to ascribe to the Thirty-Nine Articles, so long as the inconsistencies are limited, understood, and acceptable to Trinity's President for purposes of this Policy).
- 3) Outside Persons seeking Facility use must complete and submit a signed "Application to Use Trinity Anglican Seminary Facilities" (Attachment 3 hereto) and a signed "Release, Indemnity and Hold Harmless Agreement" (Attachment 4 hereto).
- 4) Outside Persons seeking Facility use must be willing to take responsibility for the reserved Facilities, including equipment, and must agree to abide by Trinity's rules of conduct for Facility use, as stated below and as described in any supplemental rules for particular parts of the Facilities and in any additional instructions by Trinity staff.
- 5) Outside Persons may not charge admission or collect money during any event unless otherwise approved by the President's Cabinet.

Trinity Persons and NALS Persons may reserve Facilities for an event in accordance with Trinity's established rules and procedures for the same.

#### **FACILITY USE RULES**

- 1) No alcohol may be served or consumed in the Facilities, except for the use of Communion wine as a part of celebrations of the Holy Eucharist or as otherwise may be approved by the President's Cabinet.
- 2) The use of any tobacco products or illicit drugs or the possession of any weapons in the Facilities is prohibited.
- 3) The User is restricted to only those areas of the Facilities that the User has reserved and the President's Cabinet has approved, including common areas intended, as indicated by Trinity's General Facility Use Rules, as support for those areas.
- 4) Food, beverages, candles and open flames are not allowed, unless requested in the Application for Use of Trinity Anglican Seminary Facilities and approved by the President's Cabinet.
- 5) The use of decorations, the changing or moving of furniture (other than folding tables and chairs), the attachment of materials to the walls in such a way that they leave holes, marks, or adhesive/tape residue, etc., shall be done only with prior written approval of Trinity's Director of Facilities. All Trinity property, including tables and chairs, must be returned to original placement, unless arranged otherwise with Trinity staff prior to the event.
- 6) The User must turn off all lights and ensure that all doors are closed upon departure.
- 7) All reserved Facilities must be continuously maintained during their period of use, and left at the reservation end, in a clean, neat, and orderly state that is aesthetically pleasing and free from

clutter. This includes all common use areas associated with the reserved Facilities. Cleanliness is the responsibility of the User. Any messes made during use must be cleaned by the User. If the User does not leave the reserved Facilities in a neat and clean condition, Trinity will require additional reimbursement fees to cover the cost of additional custodial services. Trinity may also require a deposit as a condition precedent for use of any of the Facilities.

- 8) Abusive or foul language, drunkenness, violent behavior and any other illegal or immoral behavior are strictly prohibited in the Facilities. Any person exhibiting such behavior or under the influence of any alcohol or illicit drug must be required by the User to leave the Facilities.
- 9) The User must make every effort to conserve utilities, to defray any other unnecessary costs and to protect the reserved Facilities from damage.
- 10) The User shall be responsible for any and all expenses associated with the replacement or repair of any damaged, lost or stolen items within the reserved Facilities.
- 11) The User may use Trinity's name to indicate the location of the applicable event, but Trinity's name shall not be used in any other way, written or oral, including any use that indicates or implies that Trinity endorses or sanctions the User or its event, except as may be approved by the President's Cabinet.

Any use of the Facilities shall also be subject to the General Facility Use Rules. Furthermore, there are additional use requirements and restrictions concerning certain portions of the Facilities. Any request to use any such portions will require compliance with not only the General Facility Use Rules, but also such additional use requirements and restrictions.

## **CHARGES**

Any use of the Facilities comes at a cost in resources, such as faculty and staff time, utilities, equipment life, custodial services, plus normal wear and tear on the Facilities. As a result, Trinity must charge Users based on usage. Please see Trinity's current Reimbursement Schedule.

## **INSURANCE**

For all events that are not sponsored by Trinity and unless otherwise expressly waived by the President's Cabinet prior to the event, the User reserving the Facilities must maintain workers' compensation insurance as required by Pennsylvania law, commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$100,000 damage to premises rented to the User and \$5,000 of medical payments and automobile liability insurance, including coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles, for both bodily injury and property damage, with limits no less than \$1,000,000 per accident. If the activities of the User at the Facilities will involve care of children or elderly, the User must also maintain Abuse and Molestation coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. All such coverage must include Trinity and its officers, trustees and staff as additional insureds.

Evidence of such coverage shall be provided via a certificate of insurance furnished to Trinity on an ACORD or equivalent form no later than 10 days prior to, and as a condition to, use of the Facilities. Failure of the User to provide such evidence shall not be construed as a waiver of the foregoing insurance requirements.

## **CANCELLATIONS**

If a cancellation by User becomes necessary, it is expected that Trinity will be alerted as soon as the cancellation is known.

Users using any Facilities on a weekly basis understand that occasionally there will be events that will call for Trinity to put the reserved Facilities to other use. Should such an event occur, Trinity is entitled to cancel such use for the period needed by Trinity and will provide notice as soon as the need for such cancellation is known.

Trinity reserves the right, in its sole discretion, to cancel use privileges for reasons outside of Trinity's reasonable control, which reasons include, without limitation, the laws, regulations, acts, demands or interpositions of any federal, state or local government agency, acts of God, strikes, fire, flood, inclement weather, war, acts of picketing, rebellion, insurrection or terrorism, utility outages, holidays, safety and security concerns or any other reason beyond Trinity's reasonable control whether similar or dissimilar to the foregoing. Trinity will use its best efforts to notify users as soon as practicable in such cases. In the event of any postponement or cancellation pursuant to this paragraph, Trinity shall have no liability for loss or damage of any kind incurred or claimed by User or anyone claiming through User except that, in the case of cancellation, Trinity shall refund amounts paid as and to the extent provided in Trinity's current User charges and payment terms.

The President's Cabinet reserves the right to cancel or modify established agreements to use the Facilities or the rules or requirements for its use at any time.

## THE COVENANT OF TRINITY ANGLICAN SEMINARY

We the students, faculty, and staff do covenant to serve the Lord and each other, according to our several callings, in the following ways:

### **Worship**

We commit ourselves to the discipline of private and public worship. We will spend a daily time in prayer and Biblical meditation. The students and faculty shall attend the weekly community Eucharist (unless excused), Morning Prayer before morning classes, Evening Prayer after afternoon classes, and as often as possible at other times when present on campus. Staff are also welcome to participate. Students and faculty will also participate in appointed Quiet Days.

### **Family and Community Life**

Those of us who are married commit ourselves to spend a responsible amount of time with our spouses and children. Those who are single will establish and maintain a local network of friends for prayer, fellowship, and support. We pledge ourselves to sexual fidelity in marriage, defined as one man and one woman, and chastity in the single state.

As members of Christ's Body, we will involve ourselves in the community life of the School, so that we may rejoice, laugh, and weep together. We will attend Leadership Formation Groups or Fellowship Groups as a significant part of this mutual submission to one another.

We will seek to love one another as Christ loves us. We will refuse to gossip but instead speak words of encouragement. We will confront one another openly and seek reconciliation when offense has been given.

### **Study**

We are gathered as a community of learning. Students will attend assigned classes, Dean's Hour lectures, Mission Days, and all other requirements of the Academic Catalog. We will take seriously our worship of the Lord with our minds in all our studies.

### **Service to the World**

While specially gathered for study, we are also gathered for mission and service to those outside the School. We commit ourselves to devote regular time, talent, and treasure to personal evangelism, neighborly visitation, and public service.

*We thank God for our common calling in covenant with Him and with each other. We ask help from our closest associates - family members, co-workers and friends - to be faithful to our commitments, and we trust that the Holy Spirit will guard and guide us in this task.*

## STATEMENT OF FAITH

We affirm our belief in historic Christianity as revealed in the Scriptures and summarized in the three Creeds (the Apostles', the Nicene and the Athanasian) and the Thirty-Nine Articles.

The purpose of the following statements are to indicate certain emphasis in the teaching of Trinity Anglican Seminary rather than to circumscribe its theological interest.

We recognize the need today for reaffirming the following beliefs:

### **I. The Holy Trinity**

The mystery of the Holy Trinity, namely, that the one God exists eternally in three persons: Father, Son and Holy Spirit; and has so revealed himself to us in the Gospel.

### **II. The Lord Jesus Christ**

The full deity and full humanity of our Lord Jesus Christ, God Incarnate, who by reason of his birth of the Virgin Mary, sinless life, atoning death, bodily resurrection, glorious ascension and triumphant reign, is the only Mediator between God and man.

### **III. The Holy Scriptures**

The trustworthiness of the canonical books of the Old and New Testaments as "God's Word written," which contain all things necessary for salvation, teach God's will for his world, and have supreme authority for faith, life and the continuous renewal and reform of the Church.

### **IV. Justification and Sanctification**

The justification of the repenting and believing sinner as God's gracious act of declaring him righteous on the ground of the reconciling death of Christ, who suffered in our place and rose again for us; and sanctification as the gracious continuing activity of the Holy Spirit in the justified believer, perfecting his repentance, nurturing the new life implanted within him, transforming him into Christ's image, and enabling him to do good works in the world.

### **V. The Christian Church**

The Church as the Body of Christ, whose members belong to the new humanity, and are called to live in the world in the power of the Spirit, worshipping God, confessing his truth, proclaiming Christ, supporting one another in love and giving themselves in sacrificial service to those in need.

### **VI. Spiritual Gifts and Ministry**

The calling of all Christians to exercise their God-given gifts in ministry, and to work, witness and suffer in Christ; together with the particular calling of ordained ministers, who, by preaching, teaching and pastoral care, are to equip God's people for his service, and to present them mature in Christ.

## **VII. The Gospel Sacraments**

The sacraments of Baptism and Holy Communion as “visible words” which proclaim the Gospel, and are means of grace by which faith is quickened and strengthened;

In particular, the significance of the Lord’s Supper as a communion in the Body and Blood of Christ, who offers himself to us in the action of this sacrament, so that by faith we may feed on him in our hearts and offer ourselves to him in gratitude for our salvation through his cross;

Also, the openness of the Lord’s Table as the place where all baptized believers, being one in Christ, are free to celebrate their common salvation in the Lord, and to express their common devotion to his person and his service.

## **VIII. The Return of Christ**

The personal return in glory of our Lord Jesus Christ at the end of this age for the resurrection of the dead (some to life, some to condemnation), for the glorification of his Church, and for the renewal of the whole creation.

-Article III of the Bylaws of Trinity Anglican Seminary

**Application for Use of Trinity Anglican Seminary Facilities**

Name of person or organization requesting use of facilities: \_\_\_\_\_

**Please state whether you are a:**

- Trinity Employee
- Trinity or NALS Student
- Non-Profit Organization
- Other Person/Organization (please describe: \_\_\_\_\_)

If you are not a Trinity employee or Trinity/NALS student, please indicate the name of the Trinity person sponsoring your request for use of facilities: \_\_\_\_\_

**Contact Information:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

If the requested use is by an organization, please briefly state the organization's purpose and mission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate the organization's website, if any: \_\_\_\_\_

Please describe which Trinity facilities you are requesting to use and the purpose for which you intend to use the facilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate the date(s) and time(s) that you are requesting to use the facilities:

\_\_\_\_\_

**I certify that:**

1. I understand that Trinity does not allow its facilities to be generally available to the public, and that my or my organization's use of these facilities is subject to the approval of the President's Cabinet of Trinity, which approval is conditioned in part on my agreement to the requirements in the "Trinity Anglican Seminary Facility Use Policy" and the "General Facility Use Rules," a copy of each of which I have read and understand and with each of which I agree to comply.
2. I understand that Trinity does not allow its facilities to be used in a way that contradicts in any unacceptable way its faith or contradicts its moral teachings or by persons or groups holding beliefs that contradict in any unacceptable way Trinity's faith or contradicts its moral teachings.
3. To the best of my knowledge and except as may have been accepted in writing by Trinity's President, the purpose for which I am requesting use of Trinity's facilities will not contradict Trinity's faith and/or moral teachings, and I commit to promptly disclose any potential conflict of which I am aware or become aware to Trinity's President.
4. Except as may have been accepted in writing by Trinity's President, I am not aware of any beliefs that are professed by me or, if applicable, the organization I represent and that is requesting use of Trinity's facilities that contradict the beliefs or moral teachings of Trinity. I agree to promptly disclose any potential conflicts in belief or moral teachings to Trinity's President.
5. I understand that my request for use of Trinity's facilities can only be approved by Trinity's President's Cabinet and that, upon approval of my facilities use request by Trinity's President's Cabinet and unless otherwise waived, I will need to pay the charges required by Trinity's then current statement of user charges and payment terms and provide a certificate evidencing the insurance required by the "Trinity Anglican Seminary Facility Use Policy," covering the requested period of facility use.
6. I understand that I will be responsible for any damages to Trinity's facilities resulting from or arising out of this proposed use of facilities.

Trinity believes that parties are to endeavor to work out disputes without recourse to the courts. See, generally, Matthew 18 and 1 Corinthians 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation governed by the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. Any such mediation will be held in Ambridge, PA.

The parties agree that any claim or dispute arising out of, or related to, this agreement, including claims under federal, state, and local statutory or common law, the law of contract, and law of tort, shall be settled by mediation. The preferred organization for purposes of any mediation shall be the Institute for Christian Conciliation. If resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration. The

parties agree to utilize Peacemaker Ministries for purposes of arbitration. In the event Peacemaker Ministries, or another similarly situated entity, is unable to provide arbitration services, the parties shall utilize the services of the Beaver County Bar Association to provide the name of a qualified person who will serve as an arbitrator. Any such arbitration will be held in Ambridge, PA. Consistent with the applicable practice, the arbitrator shall issue a written opinion within a reasonable time.

The parties to this contract agree that these methods shall be the *sole remedy* for any controversy or claim arising out of this agreement, and they *expressly waive* their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title & Organization (if applicable): \_\_\_\_\_

For purposes of agreeing to the dispute resolution provisions set forth above, Trinity Anglican Seminary joins hereto.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title & Organization: \_\_\_\_\_, Trinity Anglican Seminary

**Facility Use Agreement**

**Release, Indemnity and Hold Harmless Agreement**

It is the purpose of this Release, Indemnity and Hold Harmless Agreement (this “Agreement”) to allow the undersigned, \_\_\_\_\_, to benefit from the use of the facilities of Trinity Anglican Seminary (“Trinity”) without exposing Trinity to any risk of loss or harm. Accordingly and in consideration for receiving permission to use the facilities of Trinity, the undersigned, on its/his/her behalf and on behalf of each other person using the Facilities of Trinity through the undersigned (hereinafter referred to collectively as “releasors”), hereby:

1. releases, waives, discharges and covenants not to sue Trinity or its officers, trustees or employees (hereinafter referred to as “releasees”) from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by any releasor, or to any property belonging to any releasor, whether caused by the negligence of the releasees, or otherwise, while at or using the facilities of Trinity and while in transit to or from such facilities;
2. agrees to indemnify and save and hold harmless the releasees, and each of them, from any and all claims, demands, losses, liabilities, damages or costs that any of them may incur in connection with or arising out of any releasor’s use of the facilities of Trinity or transit to or from such facilities, whether caused by the negligence of any or all of the releasees, or otherwise; and
3. agrees to reimburse Trinity on demand for any and all costs or expenses, including all repair costs (other than normal wear and tear), incurred by Trinity as a result of the use of the facilities of Trinity by any releasor.

In signing this Agreement, the signatory acknowledges, agrees and represents that:

- A. He/she has read this Agreement, understands it, and signs it voluntarily as his/her own free act and deed;
- B. No other representations, statements or inducements, apart from this Agreement (and Trinity’s Facility Use Policy, General Facility Use Rules and the associated Application for Use of Trinity Anglican Seminary Facilities), have been made in respect to the subject matter hereof;
- C. This Agreement shall not create a Landlord-Tenant relationship and that no releasor shall have been granted any rights as a Tenant, and that any rights granted to any releasor are limited to those rights granted herein;
- D. He/she executes this Agreement for full, adequate and complete consideration, fully intending to be bound by the same;
- E. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, a new term or provision shall be substituted therefor so as to effect

the original intent of this Agreement as closely as possible to the fullest extent permitted by such law; and

F. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title & Organization (if applicable): \_\_\_\_\_

Accepted by Trinity Anglican Seminary:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title & Organization (if applicable): \_\_\_\_\_, Trinity Anglican Seminary