

## **When One Congregations Hosts Another in its Building: A Policy of the Presbytery of Northern New York**

The Committee on Ministry will work with representatives of the host congregation's session and representatives from the appropriate governing authority of the "nesting" congregation to establish a written agreement which must be approved by both bodies, reviewed by the Committee on Ministry and the Board of Trustees, and be approved by the Presbytery of Northern New York. The agreement must be renewed annually for the relationship to continue. The agreement will address the following issues and concerns:

The relationship between the congregations. Is this a rental agreement in which the host congregation serves as landlord and the nesting congregation as renter, or is this a partnership in ministry entered into by the congregations?

If Rental Agreement:

List obligations of host church as landlord.

List monthly payment due by the renting party and the date rent is due.

List obligations of renting congregation. (ie space limitations, clean up etc.)

If Partnership in Ministry:

List Mutual Obligations of Congregations to one another and to the building.

List Individual Responsibilities of Congregations.

Insurance. The nesting church shall, annually, show evidence of insurance coverage that names the host church as an additionally insured for liability purposes. The host church shall not have responsibility, regardless of the relationship, for covering any insurance costs for contents which are the property of the nesting church.

Community Building. Congregations may find that they differ denominationally, theologically, culturally, and other ways. The congregations are encouraged to form a liaison committee, composed of an equal number of members from each congregation, to maintain communication between the organizations. The host congregation shall invite the nesting congregation to at least one event annually with the specific purpose that members and leaders of the congregations may get to know one another better, building community.

Assessing Property Value. In order to have an appreciation of the market value of the facility being shared, the session of the host congregation shall obtain an estimate of market value of its property at the beginning of the relationship, to be shared with the Committee on Ministry and the Presbytery Trustees. This written estimate of market value may come by contract with a bona fide appraiser of commercial properties or through the estimate offered by a realtor that lists commercial property.

Tax Obligations. Before the agreement is approved, it will be determined by the session of the host congregation whether there are any property tax obligations that will spring from the relationship, and what they shall be.

Sexual Misconduct Prevention. The hosting congregation shall require of the nesting congregation a copy of a Sexual Misconduct and Child Protection Policy (or policy of comparable name and intent) that the congregations has endorsed; if the nesting congregation has no such policy, it shall be required to formally adopt the policy of the host congregation as its own standard, and shall provide signed, written documentation of its leaders' agreement with the host

congregation's policy, acknowledging in writing that its leaders have read the policy, agree with it, and plan to abide by it.

Dissolution. A written agreement between the host and nesting congregation shall include a statement that details a process by which the relationship may be amicably dissolved, including a term of advanced notice.

All sessions will notify the Presbytery via The Committee On Ministry and The Stated Clerk before any change in location of their worshiping congregation is initiated.