St John's Episcopal Church
760 First Ave., Chula Vista, CA 91910
619-422-4141
info@saint-johns.org

St. John's Episcopal Church, Chula Vista
Facilities Usage/Fee Agreement

USER _____ MEETING NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT PERSON *(if not named above)* _____ TELEPHONE _____ EMAIL ADDRESS _____

DAYS OF WEEK _____ HOURS _____

Room	Capacity	Hour(s) Needed	Total Hours	Daily Rate Less than 3 hours	Meetings/Mo.	Total Cost
(Note: The monthly price will apply for all months, whether 4 or 5 weekly meetings are included)						
					Due Monthly	

Facility Use Procedures & Regulations

_____ **1 . SECURITY PATROL/ PERSONNEL:** The Rector, Wardens and Vestrymen of St. John's Parish in Chula Vista, California, a California nonprofit religious corporation ("St. John's Episcopal Church" or the "Church") ☐requires / ☐does not require the hiring of security personnel or patrol for this Meeting. (For events where security is required, the Church will hire the security personnel and the user will be responsible for all costs. the Church assumes no liability and will be held harmless for any damage to vehicles or personal property in our parking lots.)

_____ **2. HEALTH AND SAFETY PROTOCOLS:** User agrees to abide with and follow all health and safety protocols issued by the Church and all Local, State or National health and safety regulations.

_____ **3. INSURANCE REQUIREMENTS:** The User must provide a **"Certificate of Insurance"** for rental Meetings held at the Church ☐required / ☐not required. The "Certificate of Insurance" must name as additional insured:

The Rector, Wardens and Vestrymen of St. John's Parish in Chula Vista, California,
a California nonprofit religious corporation,
and
The Episcopal Diocese of San Diego,
a California nonprofit religious corporation,
and their respective Board Members, Employees, Representatives and Agents

This can be done with a one-day rider on the applicant/user's homeowner's insurance or commercial policy showing limits of insurance with a minimum liability of $1,000,000 (one million dollars)/$2,000,000 per occurrence. The Certificate of Insurance and additional-insured endorsement must be delivered to the Church before the User's first use of the facility and, for recurring use must be kept current for the entire term of this Agreement. The User's insurance shall be primary and non-contributory as to any insurance maintained by the Church, and the User waives all rights of subrogation against

the Church and its Board Members, employees, representatives, and agents. Where alcohol is approved under Paragraph 5, the User shall also provide host-liquor-liability coverage.

_____ **4. PARKING** & **FACILITY POLICIES:** Parking is available on the Church grounds on the day of the rental Meeting. Handicapped zone regulations shall be observed at all times. All attendees' cars must be removed immediately after the rental Meeting except by prior arrangement with the Church. Parking is not permitted in red zones, or in posted areas.

_____ **5. FOOD, TOBACCO AND ALCOHOL:** the Church is a non-smoking facility. Smoking is permitted outside the buildings in designated areas only. Alcohol use is only permitted in special circumstances, which are to be determined by the Church. **Alcohol use, if permitted, will require a license from the California Department of Alcohol Beverage Control.** The use of alcoholic beverages is allowed only with approval of the Church agent and with certain restrictions in accordance with the policies of The Episcopal Diocese of San Diego, a California nonprofit religious corporation (the "Diocese"). Wine and beer are permissible in sensible quantities. **Under no circumstances is hard liquor allowed**. Non-alcoholic beverages must also be offered in an equally attractive manner. It is the responsibility of the User to make sure this requirement is adhered to and any infraction will terminate the Agreement.

____ **6. CUSTODIAL** & **CLEANUP:** the Church will provide a clean, ready-for-use facility before the rental Meeting. Custom setup and/or clean up after the Meeting is the responsibility of the user or by arrangement with the Church. If additional cleaning is necessary, the cost will be taken out of the security deposit. If the total cost of cleaning exceeds the security deposit, the user will be billed for the additional amount. Cleaning Service is ☐required / ☐is not required for this Meeting.

_____ **7. GUEST LIABILITY:** The user assumes full responsibility for conduct of their staff, guests, volunteers and vendors, as well as any damages or loss caused to the Church's equipment or property, and agrees to indemnify the Church and the Diocese as provided in Paragraph 14 below.

_____ **8. ANIMALS:** No animals may be brought into the facility, with the exception of registered Service Animals, which must be leashed and under the control of their owners at all times.

_____ **9. KEYS:** If a facility key is assigned to a person, that person is the **only** one who is permitted to possess the key and is responsible for locking and unlocking the building. (A key ☐has been issued to _____/ ☐not been issued for this event.)

_____ **10. SHARED SPACE:** User understands the Church is a multi-use space with frequent access by staff, members, and the general public. Although we will make every effort to provide dedicated space for your Meeting, User understands that parish employees and volunteers may on occasion with discretion, need access to space.

_____ **11. OCCUPANCY INTERRUPTIONS:** If, for any reason, the facility is deemed unsafe, or if any unforeseen circumstance such as war or civil unrest, acts of God, public health emergencies, power outages, etc. shall render the ***Facilities Usage Agreement*** unfulfilled, the contracted rental Meeting may be canceled by the Church. The Church may need to preempt a scheduled use of the facilities. In this case, the Church will provide the User with at least thirty (30) days written notice of such preemption as is possible.(Funerals will take precedence for building use without the 30 day advance notice.) The Church will not be held responsible by the user for any damage or loss caused by rental Meeting cancellation and is relieved of any liability.

_____ **12. PROOF OF NON-PROFIT STATUS:** (☐has been received / ☐not necessary for this Meeting.)

_____ **13. ANNUAL COST OF LIVING INCREASE:** The facilities fees outlined on page 1 of this agreement will increase annually each January 1 by _____[INSERT PERCENTAGE]%.

_____ **14. INDEMNIFICATION:** To the fullest extent permitted by law, the User shall indemnify, defend, and hold harmless the Church, the Diocese, and their respective board members, clergy, officers, employees, volunteers, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising out of or relating to the User's use of the facility or the acts or omissions of the User or the User's staff, guests, volunteers, vendors, or invitees, except to the extent caused by the sole negligence or willful misconduct of an Indemnified Party. This indemnification obligation shall survive the expiration or termination of this Agreement.

_____ **15. RELEASE AND ASSUMPTION OF RISK:** The User, on behalf of itself and its staff, guests, volunteers, vendors, and invitees, assumes all risks associated with use of the facility and releases and discharges the Indemnified Parties from any and all liability for injury, loss, or damage to persons or property arising from the User's use of the facility, except to the extent caused by the gross negligence or willful misconduct of an Indemnified Party. Nothing in this Agreement is intended to release any liability that may not lawfully be released under California Civil Code section 1668.

_____ **16. DEFAULT AND TERMINATION:** This Agreement grants the User a revocable license to use the facility and does not create a lease, tenancy, or other interest in real property. If the User fails to pay any amount when due, breaches any provision of this Agreement, or exceeds the stated occupancy or scope of use, the Church may, in addition to any other remedy available at law or in equity, suspend the User's access to the facility and terminate this Agreement upon written notice. Upon termination for the User's default, the Church may retain any security deposit and prepaid fees to the extent of amounts owed or damages incurred, without waiving any further claim.

_____ **17. NO ASSIGNMENT:** The User may not assign or transfer this Agreement, or sublicense, share, or permit any third party to use the facility, in whole or in part, without the prior written consent of the Church. Any attempted assignment, transfer, or sublicense without such consent is void.

_____ **18. GOVERNING LAW; VENUE; ATTORNEYS' FEES:** This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws rules. The parties agree that venue for any dispute arising out of or relating to this Agreement shall lie in the state courts located in San Diego County, California. In any action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

_____ **19. ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; NOTICES:** This Agreement, together with page 1, constitutes the entire agreement between the parties regarding the User's use of the facility and supersedes all prior discussions and understandings. It may be amended only by a writing signed by both parties. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect. All notices under this Agreement shall be in writing and delivered to the addresses set forth on page 1 (or such other address as a party may designate in writing).

FACILITY USAGE FEES ARE DUE AND PAYABLE MONTHLY IN ADVANCE.

Renter agrees to conform to all facility use regulations, listed above and will pay for any damages or loss of property resulting from this rental Meeting.

Use is limited only to what is defined on page 1 of this agreement. Any change to or additional usage requires a separate agreement.

The renter is also responsible for ensuring that caterers, meeting planners, volunteers, sub-contracting vendors and guests comply with the Church rules and facility use regulations.

The person signing below on behalf of the User represents and warrants that he or she is authorized to sign this Agreement and to bind the User. If the User is an entity, the entity name, the signer's printed name, and the signer's title must be completed below.

User Signature:_____ Date:_____
User Entity Name (if applicable): _____
Printed Name: _____ Title: _____

St. John's Episcopal Church:_____ Date:_____
Printed Name: _____ Title: _____