

Saint John's Episcopal Church

760 First Avenue, Chula Vista, CA 91910
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(619) 422-4141

Request for Use of Facilities

A signed *Building Use Agreement* is required.

Name of Applicant/Organization: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Person responsible for rental: _____

Telephone (if different from above): _____

E-Mail Address (if different from above): _____

Nature of Organization:

a. Tax Exempt

b. Please describe the activities and purpose of the organization: _____

1. Scope of use:

a. Type of activity: _____

b. Estimated number of people in attendance: _____

c. Requested date(s): _____

d. Request space: Hall Kitchen Courtyard Church

e. Requested times (includes setup and breakdown - 8 hour maximum):

Morning Afternoon Evening

2. Special needs, concerns, or requests: _____

St. John's Episcopal Church

Building Use Agreement

Rules and Policies Governing Use of St. John's Facilities

Any individual or group using St. John's Episcopal Church (hereafter referred to as "Church") buildings or rooms must be a non-profit organization or be engaged in activities which would meet the requirements of the State of California Welfare and Exemptions Codes granting non-profit status.

Organizations using the facilities (hereafter referred to as "users") will be expected to make the standard donation to help cover costs of building maintenance and personnel costs. Please see the attached standard donations schedule.

It is understood that users will abide by the rules and policies governing use of the facilities adopted by the parish Vestry, as contained in this document.

- User agrees to conduct the activities and to supervise and control the participants in all ways consistent with the primary use of the facilities as a church, and to prevent any use or conduct which would interfere in any respect with the religious status and use of the Church and its property.
- No persons may consume alcoholic beverages, use illicit drugs, smoke/vape in any of the buildings, on the grounds and in the parking lot. St. John's is a drug-free/smoke-free facility.
- A sexton (custodian) must be on the premises during the entire scheduled time of use. Time for setup for a scheduled event and any rehearsal time required must be arranged with the Parish Secretary and is subject to change or modification due to Church needs. In extreme circumstances it may be necessary to cancel or reschedule a user function in order to accommodate a Church function in which case users' sole remedy shall be the right to reschedule user's event at usual rates and at no expense to the Church.
- The hall maximum capacity of 150 persons for a standing reception or approximately 90 people seated, and other posted building capacities shall not be exceeded. Maximum capacity of the church nave is 257. The Chapel will hold approximately 25 persons.
- User will not interfere with any uses or activities of the Church.
- Smoking/vaping/illegal drug usage is prohibited in all buildings, on the grounds and in the parking lot.
- No food or drink is permitted in the Church and Vestibule (church lobby).

- No sales of any type are allowed on premises. This activity may threaten the non-profit status and insurance coverage of both organizations.
- No device that produces flames, sparks, smoke, or explosives including cigarette lighters, candles or garden torches may be used in or about the complex.
- All sets, props, costumes, and other materials employed by the user must conform to all existing fire and safety codes.
- No brochures, pamphlets, nor other printed materials may be sold nor posted, nor may any material be displayed or taped, tacked, or otherwise affixed to walls, windows, doors, or any other fixtures of the Church complex without consent.
- Church property will not be used for political purposes.
- Users may furnish a floor plan for the event with table and chair arrangements. Church staff will set the room per the submitted plan. Table linens are not provided. The following is a current inventory for the church hall: 4 six-foot tables, 5 eight-foot tables, 11 rounds of 8, 2 card tables and 90 chairs. User may negotiate access to the kitchen. If the kitchen is used, all items, including but not limited to silverware, utensils, cookware and dishes must be returned to their original location, in their original condition.
- The user agrees that if any Church premises or property are damaged or removed during the term of this agreement by the act, default or negligence of the user or the user's guests, patrons, or any person admitted to the premises by the user, it shall pay to the Church, upon demand, such sums as may be necessary to restore the Church premises or property to the condition they were in prior to the date of use. User agrees to immediately report to the Parish Secretary any breakage or damage and to pay full cost of replacement or repairs. If any damages are seen by the church staff during a post-event walk-through inspection, the amount will be taken out from the deposit to repair any damages.
- All children must be under adult supervision at all times during the scheduled event. Children should not be playing in and around the fountain area.
- It is understood that if the user shall at any time accept or use any type of medical or ambulance services, or any service in connection with an injury or sickness occurring to any person on the premises during the terms of this agreement, the user hereby accepts full responsibility for the costs of such services, and any liability resulting there from, and shall not hold the Church responsible in connection therewith.
- User agrees to waive any and all claims that user have or may have now or in the future against Church and to release Church from any and all liability for any loss, damage, expense or injury, including death, that user may suffer or that users guest may suffer, whether foreseen or unforeseen, as a result of use of the facilities due to any cause whatsoever, including gross negligence, breach of contract, or breach of any statutory or other duty of care.

- User agrees to hold harmless and indemnify Church, its officers, members, clergy, staff, agents or volunteers from any and all liability for any property damage or personal injury to any third party resulting from user's event and use of property.
- The user agrees to provide a Certificate of Insurance which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence/or homeowners or renters insurance in which names the Church, its officers, members, clergy, staff agents, and volunteers as an additional insured prior to the event.
- User agrees not to violate any applicable city/county/state/national laws, regulations or ordinances and will pay any and all fines, penalties, taxes, and increased insurance premiums, if any, in any way arising out of such use.
- The deposit will be refundable in part or in total within two weeks of the event and after the inspection of the facilities by the Parrish Secretary.
- "This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing."

This Agreement grants a personal license only and does not create a tenancy. It may not be assigned to or used by any other organization or person. It may not be assigned to or used by any other organization or person. It may be revoked or cancelled by the Church without liability at any time for any reason. The undersigned is the responsible individual for the event and for the actions of the attendees of the event.

IN WITNESS THEREOF, St. John's Church and the user have duly signed this Agreement on this date.

Signature of Church Officer **Date**

Printed name **Contact Phone**

E-mail address: _____

Signature of User **Date**

Printed Name **Contact Phone**

E-mail address: _____

Amount of Deposited Received: \$ _____

50% Deposit of Rental Fee **Cash** **Check** **Credit Card**

Paid in Full: _____ **Date:** _____

Date Certificate of Insurance Received: _____

Reviewed by: _____

Date reviewed: _____

St. John's Episcopal Church

Standard Donations Schedule

Facilities of St. John's Church shall be available for the use by individuals and nonprofit organizations for activities consistent with the principals and purposes of the Church. The costs of such use are as set out below. All requests for the use of the facilities must be submitted to the Parish Secretary, who is responsible for the scheduling of all church activities. The Rector and Wardens must approve all requests. All events must take place between the hours: 8:00 am – 10:00 pm.

<u>Area</u>	<u>Donation</u>
Hall Rental	\$800
Church	\$800
Kitchen	\$250
Sexton	\$12 per hour

Users shall be required to sign a Building Use Agreement. The terms and conditions of the Building Use Agreement and this Standard Donations Schedule are the minimum required of all users and shall constitute the full agreement between the Church and particular user.

50% deposit is due upon signing of contracts. Balance and Proof of Insurance are due (5) days prior to the event date.