

Rent Agreement

Orcutt Christian Church
204 Patterson Rd.
Santa Maria, CA 93455
Phone: 805 260-9036

The Orcutt Christian Church facilities are available for **the serene enjoyment** of Special Events (as listed below). These facilities are offered for rent on a reservation basis only. Renter must be at least 21 years of age.

Specific Events (at this time) include:

Anniversaries	Baptisms	Bible Study Groups
Birthdays	Funerals	Quineaneras

Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the Orcutt Christian Church's Constitution and By-Laws. Nor may church facilities be used for activities that contradict, or are deemed inconsistent with, the church's faith or moral teachings. The Elders are the final decision-maker concerning use of church facilities.

Buildings and Facilities:	Occupancy:	Security Deposit:	Rental Fee:
Church/Chapel	87	\$ 300.00	\$ 200.00
Fellowship Hall Seating with tables (Kitchen, Dining & Meeting Room)	49	\$ 300.00	\$ 200.00
Off street parking (additional parking on street)	52 spaces	included	
Entire Facilities		\$ 600.00	\$ 400.00

Pastoral Services:

Pastoral services are available upon request. Price is dependent upon services agreed upon.

Other Fees:

Additional fees are applicable with the rental of Church facilities (i.e. Application Fee \$25.00 and Booking Fee \$50.00)

Information on various church facilities:

Facility	Interior Dimensions	Flooring	Restrooms Available
Church/Chapel	51' 4" X 20' 6"	Carpeting	Two (2)
Fellowship Hall	49' 5" X 19' 4"	Carpeting	Two (one has 2 toilets)

Daily Rental hours included for Church Facilities are: Monday through Saturday 8:00 am to 11:00 pm. The times represented on this rental Agreement are the earliest arrival and latest departure time permitted within the Application and Rental Agreement (Rules, Regulations and Polices for 2013 (here after listed as "Agreement") without incurring additional cost of rents. These hours are intended for all room setup, caterer setup, decorating, the event, and cleanup time after the event. Renter is expected to vacate and surrender the facility by the ending date and time as set forth in the Agreement. Any additional time will result in the additional charges of \$35.00 per hour or any part of an hour charged to Renter for the Facilities. Unexpended time is not refundable.

Changes in reservation date will be treated as a cancellation (see page two (2)). Changes will be subject to availability.

Rental Fees:

Total Rental Fees are dependant on the facilities requested and/or size of areas requested in the application. 50% of rental fee is due at time of reservation, balance due 30 days prior to event date.

Insurance:

The Church requires proof of insurance frequently called Special Event Insurance. Certificate (proof) must be received no later than thirty (30) days prior to the event and maintained until after final day of departure from Church facilities.

Insurance Requirements:

Renter shall procure and maintain for the duration of this Agreement (including any and all extensions requested and granted) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Renter's use of any or all facilities.

Renter shall provide comprehensive general liability, property damage, workman's compensation and umbrella (excess) losses, with limits of not less than \$1,000,000. for personal injury and property damage.

The Church is to be named as **an Additional Insured**.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Orcutt Christian Church, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of rental, maintenance or use of that part of the premises leased to the Renter.
2. The Renter's insurance coverage shall be primary insurance as respects the Church, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Church, its officers, officials, employees or volunteers shall be in excess of the Renter's insurance and shall not contribute with it.

The Church reserves the right to modify insurance limits based upon the scope of the scheduled event prior to the final execution of the Rental Agreement.

Security Deposit:

A security deposit is required for any or all of the facilities. No Exceptions. Security Deposit is payable in full at time of reservation. In the event the reservation is cancelled a portion of the deposit may be refunded (see cancellation policy).

If additional cleaning (or re-cleaning) is required, charges will be accrued and be deducted from the security deposit at a rate of \$35.00 per hour or any part of an hour.

That portion of Renter's Security Deposit not used for any reason, included but not limited to those listed in the Agreement, will be returned within 21 days following the event. Any and all deductions will be itemized on the accompanying letter. Security Deposit will only be returned to the person who signed the Agreement. No Exceptions.

Cancellation Policy:

If the Renter requests the reservation be canceled, a portion of the deposit will be refunded in the following manner:

If canceled prior to 90 days of event	100 %
If canceled prior to 60 days of event	50 %
If canceled prior to 30 days of event	25 %
If canceled less than 30 days of event	0 %

Only the person signing the Agreement (Renter) may cancel the event. Renter must cancel in person and the cancellation will only be effective by Renter's signature. No phone cancellations will be allowed. No exceptions.

Recurring Rentals must provide 2 days advance notice of a cancellation, or the rental fee as established will be payable.

Cancellation of your reservation by Church will occur if:

- a. The application is found to contain false or misleading information.
- b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the Church facility.
- c. Renter, their Guests (invited or not), any individual, member or staff of their service provider(s) (contracted or volunteered) willfully or through gross negligence, mistreat any Church representative, staff, equipment, facility, or violate state or local ordinance.
- d. Any posters, emblems, symbols, flags, banners or publicity which were not pre-approved fail to be removed when requested by Church personal.

Form 02: Rent Agreement (Rules, Regulations and Policies)

- e. In the event any authorized law enforcement agency, authorized county, state or federal employee, is called due to any disturbance or complaint generated from the conduct of attendees will, in effect, close the event.
- f. Renter fails to surrender the property or facilities as prescribed within the Agreement.
- g. The facility is needed for an emergency use.
- h. Any circumstances arising from a natural or civil disaster, loss of any utility (power, gas or sewer), or any other unforeseen or uncontrollable situation which would pose a safety or health threat to anyone on the premises.
- i. Failure to comply with any or all of the agreements as listed within the Agreement.
- j. Insufficient notice of staff: If sufficient staff cannot be scheduled, when facilities cannot be prepared, or other conditions requested by Renter cannot be met or completed within timeliness requested and time of event.
- k. If Church staff has been abused, Church property mistreated and/or Church policy violated prior to the event.
- l. Failure to provide evidence of Special Event Insurance within established guidelines.
- m. Failure to pay all dues and fees as agreed prior to event.
- n. All doors in the building(s) used at Church Facilities are not kept unlocked and unobstructed at all times of event.
- o. Laws are being violated by anyone on the premises, or at any time when circumstances are such that the event presents a clear and present danger to any person or property.

Any Cancellation resulting from the actions, behavior or non-compliance of rules and policies as listed with the Agreement by, the Renter, or their guests (invited or not), may result in the forfeiture of all or a part of any deposits or fees paid. Any additional charges incurred will be the responsibility of the Renter.

In the event of a disaster or other condition(s) beyond the control of the Church that would render the planned facility inoperable or not suitable nor safe for use, Church shall be released from any responsibility to provide replacement facilities or services and shall bear no liability to Renter for any damage, loss, or other cost resulting from the unavailability of the facility. **In such event the Renter deposit(s) will be returned.** All reasonable effort will be made to re-schedule the effected event based on availability of the Church facilities. No previously reserved and approved event will be asked to change their established reservation to accommodate the re-scheduling of the effected event.

Decorations:

- a. Plans for all decorations must be submitted to the Church and approved within 30 days prior to the event.
- b. No decorations may be attached to walls, ceiling, doors, trim in any manner except as approved by Facility Manager.
- c. No open flames are permitted anywhere on or in the premises (candles utilized for the ceremony may be exempted with approval of the Facilities Manager).
- d. Birdseed, confetti, glitter, rice, sand, bubbles, fog, smoke, silly string, dance wax, corn starch, salt, straw and similar material is not permitted. No birdseed, rice, confetti, glitter is to be thrown or projected at anytime. If used, damage fees will be charged.
- e. Tables must be covered during the entire event.
- f. Free standing decorations are permitted so far as they do not block, obstruct or impede fire lanes (located where there are double gates), or create a safety hazard in the event of the need for a fast evacuation of the facilities.
- g. All decorations are to be taken down and disposed of including any and all materials used to put them up. Including but not limited to tape, etc. and consistent with approved methods of attachment.
- h. No Flags, Banners, Emblems, Symbols, Posters, Graphics or Advertising may be displayed without prior approval of Facilities Manager. If any material of this nature is displayed without obtaining prior approval, it is subject to immediate removal upon request of Facilities Manager. Refusal or undue delay can be grounds for the event to be cancelled and all deposits and fees be forfeited.
- i. All decorations and decorative material shall be made from a nonflammable material or be treated and maintained in flame retardant condition.

Smoking:

No smoking is permitted inside any building on the property or within 20 feet of any building door way or opening (window or vent). Smoking is permitted in designated smoking area only. Clean up of this area is the responsibility of the renter.

Good Neighbor Policy:

We are a Christian Church and strive to be good neighbors within our community. As such it is our intent to expect any Renters of our facility to be as respectful toward our neighbors as we are. We ask that all amplified music be kept inside the Fellowship Hall. Acoustical music is permitted on the grounds but we ask that the Renter be aware to keep music, as well as other noises generated by the event, to a level as not to create a disturbance to our neighbors. While Santa Barbara County has specific regulations as to when loud music must stop, a complaint can be generated at any time a disturbance infringes upon any neighbor. We hold the Renter and their guests, invited or not, to maintain noise levels, language and the actions of themselves at a level not to illicit complaints.

Clean up:

Clean up after an event needs to be accomplished within the hours scheduled for the event. Additional time will be charged at the rate of \$35.00 per hour or any portion of an hour. If the facilities should need additional cleaning the time spent will be charged at the rate of \$35.00 per hour or any portion of an hour. If additional space for trash is needed, place excess trash in large plastic trash bag(s) (provided) and stack by Gray trash receptacles. The Church supports the practice and the value of recycling. A blue recycling bin is available for glass, cans, plastic, and cardboard for this purpose. If additional space for "recyclables" is needed place excess recyclable material in large plastic trash bag(s) and attach a label with "RECYCLE" (provided) and stack by Blue trash receptacles. Waste Management charges \$2.50 for each additional bag picked up. The total charge for additional bags, from Waste Management bill, will be deducted from the Security Deposit. Please insure all bags are tightly closed and well sealed. If bag spills, clean up charges will be assessed at the rate of \$35.00 per hour or any portion of an hour.

Each group is required to leave the Church in the same, or better, condition than it was when they rented it. The following is a list of items which are to be left clean and in good repair and working order.

- All tables and chairs must be wiped clean. All decorations, tape, and table coverings removed and discarded. All chairs and tables must be reconfigured as they were found. (Diagram posted in kitchen.)
- All decorations must be removed and properly discarded. The use of thumbtacks, staples, nails, pins, glue, or similar hardware or materials to hang decorations is prohibited. Cost for removal and patching for use of these items will be billed against the Security Deposit at a rate of \$35.00 per hour or any portion of an hour.
- If the kitchen is used, the refrigerators, ovens, stove, grill, sinks, and countertops must be left clean. Kitchen floor must be free from all trash, debris, and food or drink residue. Floor is to be mopped using hot water only.
- Carpeted floors, in the sanctuary/chapel and the Fellowship hall, must be clean of all trash and debris. This includes any of the items listed on Page 5, item e. under **Miscellaneous Policies, Rules and Regulations regarding use of Facilities.**
- All grounds (including parking lot) must be clean of all trash and debris, including any waste generated by the presence of service animals and any debris related to tobacco use.
- Renter is required to notify Facilities Manager of any and all things damaged, broken, marred, stained or anything that stopped working during the event. In the case of something that just quits working, Renter agrees to inform the Facilities Manager immediately (Phone # _____). If during the course of repair it is determined the problem resulted from abuse, improper operation, or negligence the costs of repairs or replacement will be the responsibility of the Renter.

If electricity should fail, a water line or gas line should rupture during the event, effecting the safety of the guests and/or the facility, the event may be subject to cancellation. Church, while regretful, is not responsible for any loss due to this type of unplanned or unforeseeable event.

Inspection of the Facilities, furniture and fixtures will commence the day following the date of the event. Any portion of unused Security Deposit will be returned, to the original Renter only – no exceptions, by the 21st day following the date of the event along with an itemized listing (with receipts) for all monies deducted (if applicable). If additional monies are required to cover expenses incurred (i.e. additional time of possession, repairs, cleaning required or other expenses) beyond the amount received for the initial security deposit, the Renter will be mailed an itemized bill and copy of receipts for work billed. Payment is fully due within 10 days of the date of this bill.

The security Deposit will only be returned to the Renter who paid the deposit. No exceptions.

It is our hope that as much of the security deposit as possible can be returned. That will mean the cleanup was successful, there was no breakage and all fees were paid...our work is greatly simplified **and you are happy.**

Miscellaneous Policies, rules and Regulations regarding use of Facilities:

- a. All loud music, amplified or acoustic, and loud noise must stop by 10:00 pm as per Santa Barbara County Ordinance 40-2 and The California Penal Code 415. Please remember, a neighbor may call and complain at **any time** if the music and/or noise have become disturbing to them. We suggest a cooperative and compromising approach with the representative of any Law Enforcement agency is the best policy for all parties to be able to enjoy their evening and event.
- b. The Church is not responsible for claims for personal injury or death or damage to or loss of property relating to rental of or occurring at or on the Church property.
- c. Renter acknowledges and agrees to pay a non-refundable Booking Fee of \$50.00 at the time of signing the approved Agreement. This Booking Fee is in addition to and separate from the Church's rental fee.
- d. Facility Manager or their assistants shall not be barred from any part of the facilities at any time for any reason. Every consideration will be given not to disrupt any event.
- e. Dance wax, cornstarch, salt, birdseed, confetti, glitter, rice, straw, sand, bubbles, fog, smoke, silly string or other like products are not allowed on Church facilities. If used, damage fees will be charged.
- f. All permits, licenses and requests to have amplified sound must be submitted to the Church 30 days in advance of the scheduled event date.
- g. No animals, except service dogs, are allowed on or in any facility.
- h. In case an emergency service call is required for plumbing, electrical, structural situations, Renter agrees to notify Facilities Manager on site as quickly as possible. In the event Facilities Manager is not on site then by Phone (# _____). If undo delay in reporting such an occurrence results in additional damage to facilities, Renter might be liable for the expense either in total or in part.
- i. No open flames (candles, torches, fire-pits, etc.) are permitted on Church property or within any building located on the grounds of the Church property. An exception to this rule may be granted with the approval of the Facility Manager in regards to candles as traditionally used as a part of the Ceremony.
- j. The Church reserves the right to require security guards be present, contracted at the Renter's expense.
- k. Renter will not or will not allow storage in or on any facilities prior to the day of the event or after event.
- l. Items left for more than 14 days after the date of event will be considered abandoned and shall become the sole property of the Church, which will be free to dispose of as it deems fit.
- m. The Church staff reserves the right to photograph or videotape all attendees, including minor children, at and during the event. The Church may use such images to promote Church programs. All photos and videotapes will remain the property of the Church. **Initial: _____**
- n. The Church reserves the right to list the events held at the Church on the Church's website. The names of the participants as they appear on any public announcement may be used. **Initial: _____**
- o. A credit check will be obtained for the Renter. This will result in a "inquiry" reflecting on your credit data. A check or cash in the amount of \$25.00 must be submitted with the application to cover the expense of the credit and background check. No Exceptions.
- p. No smoking is allowed inside any building or within 20 feet of any building.
- q. No construction is allowed on property or modification(s) to any existing buildings is permitted without written approval of Facilities Manager prior to start of work requested.

- r. No firearms and/or fireworks of any description are permitted on Church property at any time.
- s. **No Food or Beverages are allowed in the Sanctuary/Chapel at any time. No Exceptions.**

Alcoholic Beverage Policy:

The Church shall abide by all laws of the State of California concerning the use and serving of alcohol. Renter wishing to have alcohol (limited to **Wine only** – including sparkling wine/Champagne) at their event must abide by the following regulations regarding alcohol use in Church Facilities.

Church does allow alcohol (**Wine only**, including sparkling wine/Champagne) to be served either in the Fellowship Hall dining room or; if an outdoors event, within the designated dining areas only.

Alcoholic beverages may be consumed without permit when there is no monetary exchange for beverage AND when there is no admission charge for the event. Church DOES NOT permit or allow the sale of any alcoholic beverage on the property. Church DOES NOT permit or allow the consumption of alcoholic beverages at Youth Events (held for people under 21 years of age). No Exceptions.

Church requires Renter to establish and maintain a policy of obtaining Proof of Age for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description and photograph. Servers will confirm that the I.D. is that of the presenter.

Non-alcoholic beverages (sodas, juices, water, etc) will be promoted and made available for the duration of any event where alcoholic beverages are served.

At events of three (3) hours or longer, alcoholic beverage service will be stopped one (1) hour prior to the end of the event.

No Alcoholic beverages may be brought into or taken out of the event by guests or participants. Alcoholic beverages are for the private consumption of guests only. The liability becomes the responsibility of the Renter of the facility.

The Church may require Renter to provide, at their own expense, a private security force to ensure safety of persons and property and compliance with all applicable laws. Number of security person(s) required is dependent on the scope of the event and will be determined at the time Agreement is signed.

Summary of Pertinent California State Laws:

Identification as evidence of age must be issued by a government agency (state or federal) (i.e. Valid Driver's License, Military Service I.D., Passport, etc.) Documents altered in any way are unacceptable.

It is illegal to serve any alcohol beverage to an obviously intoxicated person.

It is illegal to be intoxicated in public.

It is illegal to drive under the influence of alcohol with a blood alcohol level of .08 or higher.

It is illegal to give, serve or sell alcoholic beverages to any person under the age of twenty-one (21). This law applies to parents and other family members of minors.

Beverage servers have the right and legal obligation to refuse service to anyone who appears to be intoxicated or under the age of 21 (without first obtaining acceptable proof of age). Renters, please do not pressure servers to break the laws, or to allow guests to argue or become abusive toward the server who is properly fulfilling his/her legal obligation.

Compliance with All applicable County, State and Federal laws:

The Renter also agrees to abide by the rules and regulations of the State of California regarding no alcoholic beverages at any youth events, which are classified as any rental held for the person(s) under the legal drinking age of 21. As Host, I am responsible for the actions of my guests (invited or not), and if any alcoholic beverages other than wine (including Champagne/sparkling wine) are brought into my event, it will be considered a violation of State Law. I

have been informed that violation of this regulation will result in the forfeiture of all fees and deposits and having my event shut down. In the event any law enforcement department is called to an event by anyone, Renter shall be liable for the reimbursement of any and all costs to the Church for law enforcement(s) services. **Initial:** _____

Safety Rules and Policies:

- a. All decorative materials shall be made from a nonflammable material or be treated and maintained in a flame retardant condition by means of a flame retardant solution or process. Fire Department approval may be required. Decorations are not allowed in the lobbies or otherwise outside of the rented area. Table use in a lobby must be approved.
- b. All points of ingress or egress to property (driveways and parking lots) and all doors of the buildings (or that portion used for event) shall be unlocked and shall not be obstructed by any means or in any degree.
- c. The number of persons in the Facilities shall not exceed that number which is posted designating occupant load. Room occupant levels are listed on the fee schedule attached (See Facility Information, Section 1)
- d. No open flame devices, including candles, are to be used in any assembly area (Sterno™ is OK when used by trained catering staff). State Law prohibits smoking within 20 feet of public entrances. Candles may be used only with approval of Facilities Manager.
- e. No firearms or fireworks of any description are permitted on Church property at any time.

Hold Harmless/Indemnification Agreement:

Renter understands and agrees and accepts, with their signature of this Agreement to the following: Renter understands and agrees that neither the Church, nor its trustees, representatives, employees, and agents may be held liable in anyway for an occurrence in connection with Event which may result in injury, harm, or other damages to the undersigned or guests (invited or not) and participants. Rather, I agree that I alone shall be responsible for any property damage, personal injury or death that may occur during our use of the premises.

As part of the consideration for being allowed to use the Church facility, building and grounds as well as all appliances and fixtures in the event, I release the Church, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in the Event. I further agree to save and hold harmless the Church, its trustees, employees, agents or representatives from any claim arising out of or participation in any form or fashion in the Event.

I represent I have general liability insurance with coverage limits of \$1,000,000. or greater in effect as of the date of the Event. I have named the Church as an additional insured on my general liability insurance policy and shall provide proof of such additional insurance coverage to the Church no later than 30 days prior to the date of the Event.

I understand the terms herein are contractual and not mere recital: and that I have signed this Agreement of my own free act and volition. I further state and acknowledge that I am fully informed on the entire content of this affirmation and release by reading it before I sign it. **I have read and executed this Church Usage and Hold Harmless Agreement on this _____ day, of _____ Month, of _____ Year.**

By: _____
Renter's Signature

Use of Arbitration/Mediation in case of disputes:

Renter and Church both agree, in an effort to save both time and expense of attorney and court costs, to secure the services and be bound by the finding of a duly licensed and approved by the state of California arbitrator/mediator for the settlement of any and all disputes rather to seeking remedy through the California Court System. **Initial:** _____

Severability clause:

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be modified to reflect the parties' original intent and enforced to the full extent permitted by law'. **Initial:** _____

Deposits, Fees and Monies Due To and From Church:

- a. Full amount of security deposit is due and must be submitted with Application.
- b. A non-refundable Application fee of \$25.00 is payable at time Application and Agreement is submitted. Initial: _____
- c. A non-refundable Booking fee of \$50.00 is payable at the approval of Application and Agreement. Initial: _____
- d. One half of the rental fee is due at time Application and The Agreement is approved and signed. Remainder is due 30 days prior to date of event.
- e. In the event Church has need to bill Renter for any expenses not covered by the initial security deposit, it will be billed by close of the 21st day after date of event. All expenses billed for will be itemized and receipts for work contracted will be provided. Total of bill is due and payable no later than 10 days of date of billing.
- f. Any unused portion of security deposit will be returned and mailed by close of the 21st day after date of event. All amounts deducted from security deposit will be itemized and have receipts provided.
- g. If additional monies are due the Church that are above the amount of the initial security agreement, renter will be billed and payment is due upon receipt. An Itemization and copy of any receipts (where available) will be provided for this amount.

I understand and acknowledge this agreement is comprised of: **The Application, The Rent Agreement (Rules, Regulations and Policies), The Facilities Rental Policies**, and any all **Addendums** to the Rental Policy, are referred to through out this document as the **Agreement**.

I acknowledge I have read and understand the contents of The Agreement and, agree to abide by the rules, regulations and policies as listed through out The Agreement.

I have read and will pay and provide all deposits, fees, Certificate of Special Event Insurance and other permits and/or licenses as may be required as outlined in this Agreement prior to it's approval.

I agree, as host, I will be held responsible for the conduct of my guests and service providers as well as myself.

I acknowledge and accept I am fully responsible for all deposits, and fees required for my event.

I will also be fully responsible for the cost and any and all repairs, damages, replacement expenses which result from any damages sustained to the premises, properties, furnishing, carpeting, flooring or equipment incurred during my rental of the Church Facilities.

Name of Renter (Signature)

Print Name

Renter's Address

Renter's Phone number(s)

Church Facilities Manager

Orcutt Christian Church
Print Name

204 Patterson Rd. Santa Maria, CA 93455
Church Address

260-9036 or
Church Facilities Manager Phone Number(s)

Facilities Rented & Fees Due

Facility(ies) Rented	Initial	Cost	Deposit	Amount Paid	Date
Sanctuary/Chapel		\$ 200.00	\$300.00		
Fellowship Hall		\$ 200.00	\$300.00		
Sub-Total					
Application Fee		\$ 25.00			
Booking Fee		\$ 50.00			
TOTAL					
Special Event Ins. Certificate		Per Purveyor			
Renters Signature:			Facilities Manager Signature:		

Check list

Event (Renters Name)	Date of Event:
Application Received	
Credit Check Obtained	
Application Confirmed	
Proof of Insurance received	
Reservation Confirmed	
All Deposits & Fees Paid	
Proof of Insurance Confirmed (two days prior to event)	

Notes:
