

UNITARIAN UNIVERSALIST CHURCH OF THE DESERT

BUILDING USE AND RENTAL POLICY

Approved by the Board 3/19/2019

This policy will include the following documents:

General Policy
Agreement for Building Use
Rental Application
Building Use Form
Hold Harmless Agreement
Rental Rates

GENERAL POLICY

1. Church facilities are available for use by UUCOD Members or Friends of the Church (those who regularly and currently pledge to the Church), their family members, non-profit organizations, and other members of the community based on a schedule of fees.
2. Church facilities shall be available on a rental basis as an outreach to the community. Outside organizations' or individuals' mission/purpose must be consistent with our Mission statement/UU principles. Renters are subject to review and the facility is rented at the discretion of UUCOD.
3. All events (Church and outside organizations) must be scheduled with the Church Administrator or assigned Board Member no fewer than 7 days prior to the event.
4. Scheduling will be coordinated by the Church Administrator, assigned Board Member or UUCOD church-wide events and regular worship services will take priority. All dates must be submitted to the Church Administrator in advance and will be reviewed by the Minister or a Board designee before placing on the church calendar to reserve the requested room. Church members will submit a Building Use form.
5. Committees, special interest and social groups shall complete a Member Building Use Form annually between April and June for placing recurring events on the Building Use Calendar for the following fiscal year.
6. Members wishing to use any part of the building for a personal/family event should also complete a Member Building Use Form for their event to be posted on the calendar.
7. Those who rent Church space on a yearly or month-to-month basis shall file an Agreement for Building Use and Rental Application and will submit the required deposit to the Church Administrator.
8. Those who rent Church space on a one-time-only basis shall file an Agreement for Building Use and Rental Application with the Church Administrator, Minister or assigned Board Member.
9. The Board of Directors will establish a schedule of fees, deposits and refunds (subject to yearly review and revision) The Board President and the Minister can modify fees on a case-by-case basis to select groups as

appropriate. All groups other than church committees/groups will be charged a \$50 cleaning deposit. The building must be left cleaned and ready for Sunday Service to receive a refund. Building users must notify the church administrator if there are any cleaning issues. Documentation of issues is requested (photos).

10. Pledging Church members in good standing may be allowed the use of the facilities for a minimal fee or no charge for personal life transition events (i.e., anniversary, memorial, wedding or graduation). A cleaning deposit of \$50 is required. All trash generated at the event, must be removed by building user and disposed off site. Bathrooms must be left cleaned and fully stocked.
11. Groups or individuals using the church facilities shall indemnify, defend, and hold harmless the Unitarian Universalist Church of the Desert, its Directors, employees, agents, representatives, and contractors from any and all losses, costs, liabilities, damages, and expenses, including reasonable attorneys' fees incurred in connection with the use of space. In addition, the Board of Directors, will require that the user obtain comprehensive general liability insurance with a personal injury endorsement. The User will provide proof of such coverage.
12. The Church Administrator assigns keys and alarm codes. The Church Administrator maintains a list of key holders/alarm code holders, and may review and modify the list from time to time. A \$10 building key deposit will apply. Keys must be returned to the Church Administrator and shall not be passed on to another user.
13. The leader/chair of regularly scheduled groups, committees and renters will be given a single numbered key. Church Members who need a key will be assigned a key for temporary use and shall return it immediately after the event/meeting is held to Church Administrator. Lost keys will forfeit the key deposit and a \$10 replacement fee will be charged.
14. Everyone shall adhere to all Fire Code regulations (capacity, clear paths to exits, etc.) Smoking is not permitted on church property except in the designated outdoor area. All cigarette butts (etc.) must be disposed of properly and not left on the ground.
15. The serving and consumption of alcohol must be in accordance with state and local laws. Alcohol may not be offered for sale, or served on a complimentary basis, to event attendees on the church grounds unless 1) pre-approved in the rental agreement; 2) the appropriate license(s) is obtained by the renter/member/entity from the California Department of Alcoholic Beverage Control; and 3) a copy of the license is provided to the Church Administrator. If alcohol is to be served at an event, users shall:
 - a. Provide non-alcoholic beverages at all times
 - b. Confine alcohol use to that which is provided by the official facilities user. No outside alcoholic beverages may be brought in by individuals. The renter must have a **Temporary Liquor License (Alcohol and Beverage Control Form 221)**
 - c. Designate one or more bartenders who will not drink alcohol during the event
 - d. Not serve or allow others to serve alcohol to a minor
 - e. Not serve or allow others to serve alcohol to anyone who is obviously intoxicated
 - f. Not allow anyone to take alcohol outside the event space
 - g. Not allow alcohol to be served at an event that centers on person(s) less than 21 years old
16. No animals other than service animals that are specifically trained to assist a person with disabilities are allowed in the sanctuary, community room or foyer.

17. The facilities shall not be made available to groups that discriminate on the basis of race, gender, religion, sexual orientation, or ethnicity.
18. We shall be considerate of our neighbors and abide by City Ordinances, particularly nuisance and noise restrictions.
19. All those who use the building shall abide by the Agreement for Building Use.

**AGREEMENT FOR BUILDING USE
Unitarian Universalist Church of the Desert**

Please read and initial each item.

- _____ Call 911 for medical, police or fire emergencies.
- _____ Capacity limit for Sanctuary is 158 and for Community Room is 50.
- _____ Fire code requires a 42" wide aisle leading to all exit doors.
- _____ Renters are responsible for leaving the building (including restrooms) as found. Trash must be bagged and hauled away by the renter.
- _____ Offices are not available for **any** use.
- _____ No food or drinks in the Sanctuary, except for seated dinners, as approved. Extra cleaning fee will be charged if cleaning is necessary.
- _____ The serving of alcoholic beverages requires special permission on the rental agreement and a license from the County of Riverside (Alcohol and Beverage Form 221)
- _____ No smoking inside or outside the church except in the designated smoking area on the patio.
- _____ No pets are allowed in the church building including the sanctuary, foyer, community room or kitchen except for service animals that are specifically trained to assist persons with disabilities. Federal law does not include comfort animals as service animals.
- _____ No live music, except as prearranged. Be considerate of our neighbors by keeping noise to a minimum.
- _____ No dancing with high heels in carpeted areas.
- _____ No walking or playing on outside sand areas.
- _____ **Children must be supervised by an adult in close proximity at all times.**
- _____ No use of tacks, tape, nails, screws, or writing on walls, etc. is permitted.
- _____ No food or beverages shall be placed on the pianos, pulpits or other wood furniture.
- _____ No throwing of rice, confetti or bird seed.
- _____ No wax candles are allowed.
- _____ All furniture or equipment must remain inside the building unless previously approved.
- _____ The church sound system may only be used with special arrangement with a church representative for an additional fee.
- _____ Outside equipment brought into the church must be prearranged with a church representative.
- _____ All damage and necessary cleaning or repair, inside and outside, will be at the renter's or user's expense.
- _____ The Unitarian Universalist Church of the Desert will be absolved of any personal liability or damage to the church.

Renter/User

Date

UUCOD Representative _____

Date _____

UNITARIAN UNIVERSALIST CHURCH OF THE DESERT

72-425 VIA VAIL, RANCHO MIRAGE, CA 92270

Phone: (760) 321-0694 / E-mail: admin@uucod.org

RENTAL APPLICATION & AGREEMENT

Event Name: _____

Event Type (Choose One)

Meeting ____ Program ____ Support Group ____ Class ____ Other _____
(Specify)

Organization: _____

Contact Person: _____

Phone: _____ **Cell Phone:** _____ **E-mail:** _____

Billing Address: _____

Co-sponsoring Church Group (if applicable): _____

Event Day(s) and Date(s) (If this is a recurring event, provide the starting date and provide details, e.g., Third Thursdays through June or itemize each date. Be aware of holidays that fall on your requested dates.)

Expected attendance:

Adults _____ Teens/Young Adults _____ Children _____

Starting Time: _____ **Approximate Ending Time:** _____ (specify AM or PM)

Pre-Event Set Up Time: _____ **Clean-Up Time/Exit Building:** _____

Key Person (name of responsible party): _____

For One Time or Short Term use, either a church member with an assigned key must be available to open and close the building; or, a designated key person will be assigned a Temporary Key upon a short training session to become familiar with the alarm system and closing procedures and understanding and signing the key form.

For Long Term renters, a person designated by the renting group must go through training as stated above, sign the key release form to be assigned a numbered key, and leave a key deposit fee with the Church Administrator.

Requested Space (Check the areas you will need)

Sanctuary ____ Community Room ____ Patio ____ Kitchen ____ Foyer ____ Labyrinth ____

Number of Furnishings Needed (arrangement and replacement is the responsibility of the Renter)

Chairs: _____ 30 x 72 Tables: _____ Card Tables: _____

Will food be served? Yes / No **What type?** (dinner, snacks, etc.) _____

Will beverages be served? Yes / No **What type?** _____

If alcoholic beverages are served, the renter must have a **Temporary Liquor License (Alcohol and Beverage Control Form 221)** and must be noted here:

Music? Yes / No **Type:** _____

Use of our equipment, piano or organ requires special authorization and will be charged separately, unless included as part of a long term agreement.

NO SMOKING IS PERMITTED ON THE PREMISES, EXCEPT IN THE DESIGNATED SMOKING AREA PROVIDED ON THE FRONT OUTSIDE PATIO, NEAR THE EMERGENCY EXIT OF THE SANCTUARY. NO PETS EXCEPT SERVICE ANIMALS THAT ARE SPECIFICALLY TRAINED TO AID PERSONS WITH DISABILITIES ARE ALLOWED IN THE BUILDING.

Insurance: _____

Letter of Indemnification: _____

Total Charge for Your Event: _____

This Includes Use of: _____

Reservation Deposit: _____

Damage Deposit (refundable within 2 weeks after the event): _____

Final Payment Due 1 Week Prior to the Event: _____ **Date Received:** _____

50% of the payment will be withheld if the event is cancelled with less than 2 days notice.

As Contact Person, I understand and acknowledge the fees and receipt of the Agreement for Building Use. I have reviewed this form and agreement before submitting this application.

Signature

Date

Approved by:

For UUCOD

Date

BUILDING USE FORM FOR MEMBERS/COMMITTEE

(Calendared on first come, first serve basis)

Event Name: _____ **Committee/Church Group** _____

Event Type: Meeting ____ Program ____ Support Group ____ Class ____ Other _____

Contact Person: _____

Phone: _____ **Cell Phone:** _____ **E-mail:** _____

Event Day(s) and Date(s) *(If this is a recurring event, provide the starting date and provide details.)*

Expected attendance: Adults _____ Teens/Young Adults _____ Children _____

Starting Time: _____ **Approximate Ending Time:** _____ (specify AM or PM)

Pre-Event Set Up Time: _____ **Clean-Up Time/Exit Building:** _____

Key Person (name of responsible party): _____

Requested Space (Check the areas you will need)

Sanctuary ____ Community Room ____ Patio ____ Kitchen ____ Foyer ____ Labyrinth ____

Number of Furnishings Needed (arrangement and replacement is the responsibility of the Renter)

Chairs: _____ 30 x 72 Tables: _____ Card Tables: _____

Will food be served? Yes / No **What type?** (dinner, snacks, etc.) _____

Will beverages be served? Yes / No **What type?** _____

If alcoholic beverages are served, the renter must have a **Temporary Liquor License from CA. State ABC Board.**

Music? Yes / No **Type:** _____

Use of our sound equipment, requires special and training

NO SMOKING IS PERMITTED ON THE PREMISES, EXCEPT IN THE DESIGNATED SMOKING AREA PROVIDED ON THE FRONT OUTSIDE PATIO, NEAR THE EMERGENCY EXIT OF THE SANCTUARY. NO PETS EXCEPT SERVICE ANIMALS THAT ARE SPECIFICALLY TRAINED TO AID PERSONS WITH DISABILITIES ARE ALLOWED IN THE BUILDING.

As Contact Person, I understand and acknowledge the receipt of the Agreement for Building Use. I have reviewed this form and agreement before submitting this application.

Signature

Date

Received by:

For UUCOD

Date

CHURCH USAGE AND HOLD HARMLESS AGREEMENT

This is an agreement between _____ and the Unitarian Universalist Church of the Desert (UUCOD) for the rental and use of certain portions of the church facilities for specified periods at specified rates, as agreed by the parties, and as listed in the attached documents.

I/We _____, represent that I am authorized to enter contracts as the agent of the above-named organization, which will be bound by the terms of this agreement.

I/We understand and agree that neither the Unitarian Universalist Church of the Desert, nor the members of its Board of Directors, representatives, employees or agents may be held liable in any way by the renting organization, group or individual, and/or by any of its guests, whether invited or not, for any personal injury, property damage or other claim for harm arising out of use of the facilities under this agreement.

In this agreement, the term " church facilities" includes, but is not limited to, any part of the property at 72-425 Via Vail, Rancho Mirage, California, whether rented by us or not, and the various spaces inside and outside the church building, including the parking lot. In using this facility and grounds, as well as all appliances and fixtures, I/we assume all risk.

In furtherance of this understanding, on behalf of the renting person or organization named above, I/we further release and hold harmless the Unitarian Universalist Church of the Desert, the members of its Board of Directors, representatives, employees or agents from liability for claims for personal injury, property damage or other legal claims by our organization, vendors and guests, invited or not, during use of the church property (including event set-up, the event, and post-event until all of your guests have removed themselves and their vehicles from the church facilities at the end of your event).

I/we understand that the terms herein are contractual and that I/we have signed this document of my/our own free will. I/we further state and acknowledge that I/we have fully informed myself/ourselves of the content of this document by reading it before signing it.

Signature of authorized agent of renting individual, group or organization

Date

Signature of authorized agent of UUCOD President, Board of Directors

Date

UNITARIAN UNIVERSALIST CHURCH OF THE DESERT
Facility Use Fees

	UUCOD Member	Local Non-Profit	General Public
Sanctuary 2-4 hours	\$0-50	\$150	\$250
Community Room 2-4 hours	\$0-50	\$75	\$125
Sanctuary and Community Room (maximum 8 hours)	\$0-150	\$300	\$500
Labyrinth (maximum 4 hours)	\$0-\$75	\$75-\$100	\$150
Kitchen Use	\$0-50	\$50-100	\$50-150
Sound/Video Equipment*	\$0	\$50	\$100
Piano Use	\$0	\$50	\$100
Refundable deposit for keys/ damage/excessive cleaning	\$150	\$150	\$150
Nonrefundable maintenance fee	\$0-75	\$75	\$75

Audio/Video System*	The audio system, including microphones, may only be operated in conjunction with a Sound Associate provided by UUCOD. Suggested donation is \$25 / hour (2-hour minimum)
Piano Use	<u>Only qualified musicians may use the piano.</u> The piano is to be covered when not in use. The church office will provide the renter with the name of the UUCOD Music Director to identify a qualified pianist when needed. The piano may not be moved.
Pianist	The church office can provide you with the name and contact information of a professional pianist. Customary rates apply (\$75-150).

NOTES:

- Your rental time includes set-up and clean-up time. You will have no other access to your space aside from your scheduled times.
- A deposit of 25% of the total usage rate is due with the signed contract. This will be applied toward payment except in the event of cancellation less than 14 days prior to the event.
- See the UUCOD Facilities Use Policy and Facilities Use Agreement for more details and specifics.
- The Board of Directors, on an exception basis, may waive or reduce the Fee depending on the nature of use and its affinity with the mission of UUCOD.
- Outside organizations' or individual's mission/purpose must be consistent with our Mission statement/UU principles. Renters are subject to review and the facility is rented at the discretion of UUCOD. UUCOD reserves the right to refuse an outside renter.