

FACILITY USE AGREEMENT

This **FACILITY AGREEMENT** ("Agreement") is entered into by and between SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California non-profit religious corporation, which owns and operates the _____, a Seventh-day Adventist (church/school), hereinafter referred to as "Facility," and _____, hereinafter referred to as "User", in reference to the following:

- A. WHEREAS, Facility is the owner of certain real property ("Premises") situated in the County of _____, commonly known as _____, California, upon which Facility operates and maintains its facilities.
- B. WHEREAS, User is a (nonprofit/for profit, or indicate type of organization) which is desirous of using Facility's property for its activities as follows:

- C. WHEREAS, Facility can and is willing to provide an appropriate space for User, all subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the Parties agree as follows:

1. **Description of Premises.** User may use the following area(s) of the Facility, which are more specifically described as follows:

(a) _____

(b) The parking lot.

2. **Term.** The term of this Agreement shall be for _____ months, and shall commence on _____ ("Commencement Date") and expire on _____. Upon termination or expiration of this Agreement, User shall surrender use of the Facility Premises, remove all personal property, and leave the Facility, including any Facility-owned fixtures, in a neat and clean condition prior to User's use of the Facility with no damage thereto, excepting only reasonable wear and tear.

This Agreement may be terminated by either party giving thirty (30) days written notice of intention to terminate. Facility reserves the right to cancel scheduled uses for necessity or force majeure without liability by notice to User, in which case any prepaid amounts for the canceled use will be refunded. Facility may also terminate immediately for any cause specified in Section 15 (Early Termination).

3. **Rental Fee.** As a material part of the consideration to be rendered to Facility for the use of said Premises, User agrees to pay Facility a monthly rent of \$ _____, due in advance on the _____ day of each month. Said amount shall be paid to Facility at _____, California, or otherwise as User is instructed by Facility. User agrees to

pay Facility a \$50.00 fee for any charges Facility may incur by the bank for any returned or unpaid checks, and all late payments will incur a 10% penalty.

4. **Security Deposit.** User agrees to pay Facility a deposit of \$ _____ within five (5) business days of the execution date of this Agreement.

5. **Use of Premises.** User agrees to use said Premises for the limited purpose of conducting its above-stated authorized activities and for no other purpose without the prior written consent of Facility.

- (a) User also agrees to use said Premises only during the following times and days of the week:

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

User agrees that it shall not use the Premises at any other times without the prior written consent of Facility. User understands that Facility's activities still have first priority on the Premises used for User's activities. If a conflict arises and the space normally used by User is required by Facility, every effort will be made to provide advance notice so that alternate arrangements can be made.

- (b) After each use of the Premises, User agrees to:

1. Return all chairs, tables, and other furniture to their prior location and in good order.
2. Turn off all lights and any kitchen appliances if used.
3. Lock all doors, close any opened windows.

- (c) Facility does not provide security personnel for the use of the Premises. User acknowledges and assumes risk of use of the Premises without security services.

- (d) User shall have the right to use parking spaces or parking areas near or adjacent to the Premises that are designated by Facility for the use of User and its employees, guests, and invitees. All such parking shall be on a nonexclusive, non-assigned basis and shall be used only during the times specified in this agreement. User shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Facility or for such other uses as have been designated by appropriate governmental entities as being restricted to certain uses. User shall comply and cause its employees and invitees to comply with any parking rules and regulations as Facility may from time to time reasonably adopt. At no time will User use any parking spaces for storage or containers of any type or description. Facility assumes no liability or risk for any damage that may occur to the automobile or other property of User, its employees, invitees, or others in any parking area of the Premises.

- (e) User shall not do, or permit or suffer anything to be done or kept in, on or about the Premises which will obstruct or interfere with the rights of other User, or Facility, or any of their agents, employees, servants, contractors, sublessees, licensees, customers or business invitees, or which will annoy any of them by unreasonable noise or otherwise, nor will User commit or permit any nuisance in, on or about the Premises.
- (f) User acknowledges that the Premises is owned and operated by a religious organization and agrees to conduct its activities in a manner that respects the religious nature of the property. User shall not use the Premises for any unlawful purposes or for any activity that is inconsistent or incompatible with the religious mission, values, and ministry of the Facility.

6. **Damage to Premises.** User agrees it shall be responsible for the payment of any and all repairs, damages, and maintenance costs resulting from User's occupation and/or use of the Premises, including property or structural damages, normal wear and tear excepted. Facility will not assume responsibility for the damage or loss of any merchandise or articles left in the Facility. User is responsible for the conduct of those who attend their events during their use of the Premises.
7. **Tax and Assessments.** Facility represents that it is a tax-exempt organization, and that it is entitled to a religious and/or welfare exemption from real property taxes for the Premises. User, as a "nonprofit entity," agrees to file in a timely manner all of the necessary documents required by law with the proper governmental authorities or agencies to obtain and maintain its exemption status. User shall assume any and all tax obligations and liabilities and will hold Facility exempt and harmless from any liability, loss, cost and obligation arising out of taxes or assessments due to and attributable to the occupancy and use by User of said Premises. User shall make payment to the Facility within thirty (30) days of receipt of the bill. The bill shall be paid to the Facility in the same manner as the rent.

Facility may immediately terminate this Agreement if it determines that User's use jeopardizes Facility's tax-exempt status.

8. **Use and Insurance Requirements.** User shall not use or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the agreed purpose for which said Premises are licensed. User shall not occupy or use said Premises in such a manner that would invalidate or increase the cost of any fire and liability insurance over the normal rates applicable to the activities of User and User shall, at its sole cost, comply with any and all requirements pertaining to the use of said Premises, of any insurance organization or company, necessary for maintenance of reasonable fire and public liability insurance.
9. **User's Liability Insurance.** User shall maintain for the duration of this Agreement, at its sole cost, general liability and property damage insurance policies covering said Premises and its user by User in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence with an annual aggregate of THREE MILLION DOLLARS (\$3,000,000.00). Said policies shall name _____ (church/school name) and SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS as an additionally named insured. The policies shall be issued by an insurer rated A Class VII or better. User shall deliver to Facility copies of all insurance policies required under this paragraph and/or a Certificate of Insurance evidencing the existence and amounts of such insurance within seven (7) days after the commencement of this Agreement. No such policy shall be cancelable or subject to reduction of

coverage or other modification except after thirty (30) days written notice to Facility. User shall, at least thirty (30) days prior to the expiration of such policies, furnish Facility with renewals thereof. User shall not use or occupy the Premises until such certificates of insurance and additionally insured endorsements have been delivered. If User fails or refuses to obtain and/or maintain the insurance coverage required in this section or elsewhere in this Agreement, Facility may obtain such coverage and the cost thereof shall be paid by the User. If Facility does not wish to obtain such coverage for the User, then this Agreement shall terminate immediately.

If User shall be subject to worker's compensation laws, User shall maintain, at its sole cost, workers compensation insurance and provide proof of such policy coverage within seven (7) days after the commencement of this Agreement and at the renewal of the policy. In the alternative, if User shall be self-insured, User shall provide Facility with proof of said self-insurance in a form acceptable to Facility. User understands and agrees that Facility's general liability and property insurance policies do not cover User's personal or business property left on the Premises. User understands and acknowledges that User is advised to obtain, at its sole cost and expense, insurance to cover User's personal or business items.

10. **Indemnity.** Except for Facility's gross negligence or willful misconduct, User shall indemnify, defend, and hold harmless Facility and its officers, employees, agents, and volunteers, from and against any and all claims, actions, demands, damages, liabilities, judgments, penalties, costs or fees (including attorney's fees) of any kind or nature arising from or out of User's use or occupancy of said Premises, the conduct of User's business or from any activity, work, or other thing done, permitted or suffered by User on the Premises, from any breach or default by User in the performance of any of its obligations under this Agreement, or any act or omission of User or any of User's agents, owners, employees, contractors or volunteers, to the fullest extent permitted by law.
11. **Exemption of Facility from Liability.** User, as a material part of the consideration to be rendered to Facility, hereby waives all claims against Facility for injuries to persons in, upon and about the Premises, arising at any time or in any manner from the use or occupancy of said Premises by User from any cause whatsoever (except from the gross negligence or unlawful act of Facility), and User will hold Facility exempt and harmless from any such liability, loss, cost, and obligation on account of any damage or injury to any person or to the goods, wares and merchandise of any person.
12. **No Assignment.** User shall not assign its rights under this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege thereto, or suffer any other person to occupy or use said Premises, or any portion thereof, without the prior written consent of Facility.
13. **No Waste or Alterations.** User shall not commit or suffer to be committed any waste upon said Premises. User covenants that the Premises shall not be altered in any way without the prior written consent of Facility. Unless otherwise agreed to in writing by Facility, User agrees to return the Premises to Facility in its original condition upon the termination of this Agreement. User shall be liable for any and all expenses incurred by Facility in restoring the Premises to its original condition, reasonable wear and tear excepted.
14. **Prohibited Activities.** User shall, at no time, allow the use, consumption, manufacture or sale of tobacco products, vaping devices (e.g., e-cigarettes), alcoholic beverages, marijuana products,

illegal drugs and illegal substances within said Premises and other buildings, other areas and parking lots of Facility.

15. Early Termination. Any of the following shall, at the option of the Facility terminate this Agreement immediately, prior to the expiration of the agreement term:

- (a) The appointment of a receiver to take possession of all or substantially all of the assets of User.
- (b) A general assignment by User for the benefit of creditors.
- (c) Any action taken or suffered by User under insolvency or the Bankruptcy Act.
- (d) Any breach of any covenant or agreement by User and the failure of User to take remedial action, satisfactory to Lessor, within thirty (30) days after written notice of such breach is served on User.
- (e) The failure of User to cure any default in the payment of monthly rent or other financial obligation of User within three (3) days after written notice of such default is served on User.
- (f) The usage of the Premises by User for any unlawful purposes or for any activity that is inconsistent or incompatible with the mission, values, and ministry of the Facility.

Upon on such termination of this Agreement, User agrees that Facility may take possession of the Premises, by precluding further use of the Premises by User, without further notice to User and without prejudicing the Facility's rights to damages. User agrees to peaceably and quietly surrender to Facility all keys (if any) possessed by User and to remove from the Premises all of its property within five (5) days of Facility's demand.

16. Miscellaneous.

- (a) Facility property and/or fixtures shall not be loaned, borrowed, or removed from the Premises without prior permission from the Facility.
- (b) If a sound system is available at Facility, the system must be operated by trained congregation members or by individuals preapproved by the Facility. No other equipment may be attached to any sound systems without prior approval.
- (c) Food and drink should be limited to designated areas within the Facility. Anyone using the property is responsible for cleaning up after each use, both inside and outside, including the kitchen stove and sink areas. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, tablecloths, etc.) and remove them immediately after the event. Storing of catering equipment is not permitted without prior approval of Facility.
- (d) Decorations must conform to all fire regulations as outlined by the local county fire department and must be approved by Facility. Approved decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All

such decorations must be removed immediately and completely following the event. Confetti and glitter are not allowed unless prior written consent of the Facility is provided and all such confetti and glitter are cleaned up after the use. All candles are required to have glass shields. No open flames are allowed.

- (e) Facility reserves the right to preempt this Agreement for its own use in cases of emergencies, such as funerals. In all other cases, the Facility shall provide forty-eight (48) hours' notice of their intent to preempt this Agreement.

17. Notices. Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) upon confirmation of receipt by fax by the party to be notified; (c) one (1) business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d); or (d) three (3) days after deposit with the U.S. Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated for such party on the signature page.

18. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which party may be entitled.

19. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

20. Entire Agreement. This Agreement, including any attachments and appendices to this Agreement if any, constitutes the entire understanding of the Parties, and shall supersede all prior oral and written understandings of the Parties with respect to the subject matter hereof. No amendments to this Agreement are effective unless in writing and signed by both Parties.

21. Formality of Agreement. The Parties agree that the invalidity or unenforceability of any provision in this Agreement shall not invalidate the entire Agreement. The Parties further agree that the titles of paragraphs in this Agreement are for convenience only, and that any modifications to this Agreement must be in writing executed by both Parties.

22. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

23. Authority of Parties. Any individual signing this Agreement on behalf of a corporation or partnership represents and warrants that he or she has the full authority to sign this Agreement on behalf of the corporation or partnership which he or she represents and the authority to bind said corporation or partnership to the terms of this Agreement.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of California.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, on this _____ day of _____, 20____.

“Facility”:

SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS
11330 Pierce St. Riverside, CA 92505

By: _____
Verlon Strauss
Treasurer

(NAME OF CHURCH OR SCHOOL)
(Address)

By: _____

(Printed Name of Pastor/Principal)
(Title/Position)

“User”:

(NAME OF USER ORGANIZATION)
(Address)

By: _____

(Printed Name of Representative)
(Title/Position)