



AGREEMENT FOR USE OF FACILITIES

Agreement Effective for all events as of October 1, 2023

This Agreement for Use of Facilities (this Agreement) is entered into by and between Danville Congregational Church and the individual or organization described below, (hereafter referred to as Host), and is effective as of the date that the Agreement is co-signed by Host (Renter) and Danville Congregational Church. If a group is the Host, then the person signing this Agreement on behalf of such group represents and warrants that he/she has the authority to bind such group to the terms and conditions herein.

Date/Day of Event: _____

Name of Host: _____

Address:

City/State/Zip: _____

Telephone: _____

Email:

Type of Event:

**Requested Facility
Areas:**

Reservation Time:

Start Time:

End Time:

Expected Number of Attendees:

Food/Refreshments? (circle) YES or NO

Event Catered? YES or NO

If Yes, Name of Caterer: _____

Office Use Only:

*Signed	___	* Sec Dep	___
*C of I	___	* Dep	___
*Facil	___	* Bal	___
*AV	___	* Notice	___

*Rmdr — * Exl —

Facility Rental Fees, Deposits and Payment Terms

We are delighted to offer our wider community the use of our facilities for Weddings, Memorials and Special events.

Event Package Pricing:

- Sanctuary Package: \$3000 plus an additional \$500 refundable security deposit.
 - Maximum Room Capacity: 320
 - Sanctuary for Rehearsal, Decorating, and Wedding up to 5 hours total.
 - Preparation and waiting rooms for the wedding party.
 - Use of Piano, Organ is negotiable.
 - Sound tech
 - Zoom Access
 - Venue Host: 2 hours for Rehearsal and 3 hours for Wedding included. Additional time is \$50/hr.
 - Non-refundable security deposit is 10% (\$200) included in package

- Kairos Reception Package: \$ 4,500 plus a \$1000 refundable security deposit
 - Maximum Room Capacity: 300
 - Kairos Hall and Kitchen (Day of Event 10 AM-11PM)
 - Decorating Friday Night an additional \$500
 - Dishes, glasses, flatware, tablecloths included.
 - Tables and chairs set up and take down and clean-up of Kairos
 - Venue Host: for 11 hours.
 - Non-refundable security deposit is 10% (\$350) included in package

- Koinonia Reception Package: \$ 3,000 plus a \$500 refundable security deposit
 - Koinonia Hall and Kitchen (10 AM-11PM)
 - Maximum Room Capacity: 100
 - Days available:
 - Dishes, glasses, flatware, tablecloths included.
 - Tables and chairs set up and take down and clean-up of Koinonia
 - Venue Host: for 6 hours.
 - Non-refundable security deposit is 10% (\$200) included in package

Additional add-on pricing:

	Weddings/Memorials
Pastor:	\$750
Organist/Pianist	\$350
Soloist	\$150

All reservations are considered tentative until a 20% Non-Refundable Room Use Fee and a signed copy of this Agreement have been received and accepted by Danville Congregational Church.

Thirty days prior to the event, the remaining 80% for the Room Use Fee, a \$500 Cleaning/Damage Deposit and a Certificate of Insurance are due to Danville Congregational Church.

Refund Policy: No refunds shall be given less than 30 days prior to the event. The Cleaning/Damage Deposit shall be lost to the extent of damage, injury and/or cleaning costs resulting to Danville Congregational Church; if no such loss or damage occurs, the deposit shall be refunded after inspection following the event.

Summary Of Fees	Amount Of Fees	Receipt of Payment Date
Sanctuary Package	\$3000	
Kairos Package	\$4500	
Koinonia Package	\$3000	
Other		
Other		

For DCC Use and Record:

Certificate of Insurance provided

Date: _____

Check #: _____ Amount: \$ _____ Date: _____ Cleaning/Damage

Check #: _____ Amount: \$ _____ Date: _____ 50% Deposit

Check #: _____ Amount: \$ _____ Date: _____ 50% Balance

Check #: _____ Amount: \$ _____ Date: _____ Misc.

Terms and Conditions of Use

1. Host acknowledges and agrees that they have read the Policies and Procedures for Facility Use provided by Danville Congregational Church and agrees to be bound by its terms. The Policies and Procedures for Facility Use is incorporated here by this reference. In the event of a conflict between this Agreement and the Policies and Procedures for Facility Use, this Agreement shall govern.
2. THE FACILITIES AND SERVICES PROVIDED BY DANVILLE CONGREGATIONAL CHURCH ARE PROVIDED AS IS, AND DANVILLE CONGREGATIONAL CHURCH DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, IF THE SANCTUARY IS ARRANGED FOR A CHURCH RELATED EVENT, IT SHALL NOT BE DISTURBED. ALSO, THE CHILDREN'S BOOKS AND ACTIVITY BAGS ON THE BACK TABLE ARE FOR HOST USE BUT MUST BE RETURNED TO THE ORIGINAL LAYOUT AND NEATNESS.
3. HOST IS RESPONSIBLE FOR RETAINING, PAYING AND ENTERING INTO A WRITTEN AGREEMENT WITH EACH OF ITS VENDORS: DANVILLE CONGREGATIONAL CHURCH SHALL NOT BE LIABLE TO HOST FOR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION OF ANY VENDOR (INCLUDING, WITHOUT LIMITATION, ANY PREFERRED CATERER) UNDER HOST'S AGREEMENT WITH SUCH VENDOR.
4. Host shall indemnify and hold harmless Danville Congregational Church (including its employees, Council members, officers, committee members, members at large and agents) from and against all liabilities, claims, suits, causes of action, losses, damages, injuries, expenses, costs and fees (including attorney's fees) that (i) arise out of or are caused by any act of omission or negligence of Host, Host's guests, vendors, invitees, licensees or agents, or (ii) arise from Host's breach of any of its obligations under an agreement by and between Host and any of Host's vendors or agents.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF REVENUE, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. No open bottles of alcoholic beverages are permitted to leave DCC buildings or grounds.
7. The parties shall not be liable to each other, and Danville Congregational Church shall not be liable to any other party, in the event that any mechanical or electrical failure, natural disaster, riot, act of terrorism, act of God, or any other development beyond the control of Danville Congregational Church prevents, disrupts, limits or frustrates Host's use of Danville Congregational Church's kitchen, social hall and/or other facilities as provided herein.
8. All required documents must be completed by 10 days before the event. Exceptions must be approved by the Pastor or Moderator.

Agreed (Host):	Agreed (Danville Congregational Church):
Signature	Signature
Date: _____	Date: _____

POLICIES AND PROCEDURES FOR FACILITY USE

Members, Non-members and Organizational Use

The facilities may be made available to such other person, organizations and institutions of a religious, educational, social and philanthropic nature as may request their use, but then only at the discretion and with the approval of the DCC Representative or Minister. The DCC facilities are not available to any outside groups for commercial purposes, partisan political activity or any activity that violates the 501(c)3 church status.

Application Approval, Conduct and Compliance with Rules

The Agreement for Use of Facilities (the "Agreement") and a Schedule of Facility Use Fees for the use of DCC facilities are available at the DCC office and can be obtained upon request.

There shall be no use of DCC facilities unless written approval from the DCC Representative or Minister has been received by the applicant. Under no circumstances will use of the facilities be permitted prior to approval of the Agreement as well as signed agreement of compliance, by individual group, or any agents thereof, with the Policies and Procedures for Facility Use.

The facilities of DCC shall be used in a respectful manner in compliance with all parts of this agreement and the laws of the City of Danville and State of California. A DCC representative may be present at any function, and retains the right to check on compliance with these Policies and Procedures for Facility Use and take immediate action to correct any non-compliance. The DCC representative may require any person to leave the premises because of unseemly conduct or non-compliance with these Policies and Procedures for Facility Use.

DCC is a nonprofit organization, and to keep that status the Church is required to follow certain guidelines. Therefore, gambling and business transactions are not allowed on Church premises. Gambling includes door prizes and raffle tickets if money is exchanged for a ticket. Silent auctions are acceptable because participants are bidding on an item, no money is exchanged until the auction is won, and participants do not lose any money if they don't win.

Per IRS rules and regulations on political activities, the Church will rent its facilities to only those political groups that offer voter educational activities, or other political activities such as voter registration and get-out-the-vote drives, that are conducted in a non-partisan matter.

Use of the Church facilities does not include use of the preschool or preschool play yard. Children are forbidden to enter preschool play yard. Children must always be supervised.

Deposits and Payments

All deposits and payments must be made as set forth in the Agreement. Until a deposit and fees are received, applications and/or requests are not binding and DCC has the right to release the date. A minimum deposit equal to 20% of the rental is required to secure your reservation. If an event is cancelled within 30 days of the scheduled date, the deposit will be forfeited. If all final payments and documents have not been received prior to 30 days before the event, DCC reserves the right to cancel the event.

Cleaning/Damage Deposit & Loss, Breakage or Damage Conditions

The Host shall restore the facilities and equipment of DCC to a condition of cleanliness and good order as it was found, and suitable for immediate use by others. Should that not happen, the Host will reimburse DCC for any expenses (including the labor of DCC's employees) incurred by DCC to remedy the Host's default.

The Host shall be responsible for loss, breakage, or damage resulting from their use. In the event that loss, breakage or damage occurs, the Host will be given notice that repairs or replacements will be made by DCC and an itemized list of repairs and costs will be presented to the Host as soon as practicable.

In either of the above cases, the Cleaning/Damage Deposit will be applied to the amount due, and any overage returned to the Host. Should there be a balance due, prompt restitution is expected. The Host must follow all policies and procedures regarding clean-up of the facility stated in this document.

Personal Liability

Initial and Date

The Host must accept liability for any and all damage and injury incurred as a result of the use of DCC facilities and the Host shall indemnify DCC for all claims made arising from the use of the DCC facilities.

Time, Area and Noise Constraints

The use of DCC is to be confined to the hours stated in the Agreement. No other facility of DCC, other than that specified in the Agreement, is to be used.

In accordance with local ordinances for noise restrictions and to respect our neighbors' rights to privacy, no sound is allowed to be heard within 50 feet of the DCC facility after 10:00 pm, seven days a week.

Equipment Use and Decorations

The items included for use with rental of the facilities are DCC's tables and chairs. Use of any DCC property off the premises is prohibited.

Equipment in excess of that maintained by DCC must be supplied by the Host at their own expense. An individual or organization using DCC's facilities assumes the sole risk for any of the Host's property stored or used on DCC's premises. By its use thereof, the Host agrees that DCC and its agents shall be free from any liability for loss or damage. All approved equipment that is brought onto the premises for a meeting or an event must be removed by the end of the event or rental hour, (unless prior written authorization for an extension of such time is provided by the DCC Representative or Ministers.

If special wiring and equipment is to be used, arrangements including review of the placement must be made at least 30 days in advance with the DCC Representative or Ministers – no exceptions.

Any rearrangement of furniture, fixtures and equipment of DCC, shall be put back in its original position or placement. DCC property shall not be removed from the premises at any time.

Nails, staples, tape or similar fasteners are not to be used under any circumstances on the walls, floors, doors, ceiling, light fixtures or other parts of the building or equipment (except painters' blue tape designated for use on painted surfaces). In decorating any area of the building, the fire extinguishers and exits must not be hidden or blocked. All materials used must be fireproof and must be removed after use or subject to removal and disposal charges.

Any plans for candle lightings and/or the intent to use any form of heat-producing devices (e.g., gas heaters, gas lanterns, propane stoves) are subject to the review and approval of the DCC Representative or Ministers. In every case, devices may not be used indoors and if used outdoors must be UL rated and stated in the use Agreement

Any material or equipment delivered to DCC will not be accepted by DCC representatives. The Host or an agent must be there to receive it. Equipment will not be stored. Deliveries should take place no sooner than 24 hours prior to the event and shall be picked up immediately after the event. Any exceptions must be approved in advance by the DCC Representative or Ministers.

CERTIFICATE OF INSURANCE INFORMATION FORM

It is a policy of Danville Congregational Church to require all contractors, service companies and outside groups using the church facilities or parking lot to provide a "Proof of General Liability and Worker's Compensation" insurance per the following limits:

Insurance Requirements

Individual or organization must be insured with the following coverages and limits for use of or to provide services to the facility:

General Liability - \$1,000,000 million;

Workers' Compensation (if applicable) - The amount required under California law

The Certificate of Insurance form must be evidenced prior to any work or event occurring naming Danville Congregational Church as certificate holder and as additional insured under the policy. You may purchase event insurance coverage (examples: www.wedsafe.com or www.theeventhelper.com) or you can request a certificate through your homeowners' or renters' insurance carrier.

Please e-mail (office@danvillechurch.org) or deliver the Certificate of Insurance to:

Danville Congregational Church
989 San Ramon Valley Blvd.
Danville, CA 94526

Caterers, Vendors and Performances

Names of individuals and/or organizations employed for the event must be submitted to Danville Congregational Church at least 30 days prior to the event. Cooking, cutting or plating of food is only allowed by approved caterers and those caterers who have provided the necessary REQUIRED insurance.

The Host is responsible for kitchen clean-up. Kitchen clean-up includes:

- Leaving the kitchen in the same condition as received and ready for next use
All necessary supplies and equipment are provided by DCC.
- Wipe off all tables and chairs.
- Place trash in bags provided and remove from facility to outside dumpsters.
- Clear all spills from floors and carpets.
- Clean all facility equipment used as part of the event, such as coffee pots, sinks, refrigerators, grills, ovens and floors.
- Remove all food service containers, products, linens, china, crystal and silverware
- Sweep or mop floors, as needed.
- All leftover food must be removed from the facility or subject to removal and disposal charges.
If not, DCC will arrange that, and there may be removal and disposal charges.

No performers or other employees of the vendors providing services shall wear any costumes or provide any performances, which are not appropriate for the sanctity of the Church and the occasion being celebrated.

"Nut Aware" campus

Due to life threatening-allergies of some of our students and members to peanuts and nut products, DCC respectfully asks for your cooperation in keeping our environment as nut safe and nut free as possible. Therefore, we insist you do not bring peanut butter, peanuts or tree nuts to our facility, including products that "may contain traces of nuts" or products "made in the same facility as nut products."

Alcoholic Beverage

Beer, wine and champagne are permitted when served with food. All local and state laws and regulations concerning the use, sale, and serving of alcoholic beverages will be strictly enforced. All alcoholic beverages shall be dispensed only by servers over 21 years of age. Special insurance coverage is to be provided by the Host if hard liquor is served.

Non-Smoking campus. Smoking is not permitted on Danville Congregational Church property at any time.

Use of Danville Congregational Church Name

The use of the name of Danville Congregational Church in any literature or publicity of any organization is not permitted without prior written approval from the DCC Representative or Minister, other than to identify the location of a function.

Terms and Conditions of Use

The individual or organization acknowledges and agrees that He/She/They has/have read these Policies and Procedures for Facility Use provided by Danville Congregational Church and agrees to be bound by its terms. In the event of a conflict between the Agreement for Use of Facilities and the Policies and Procedures for Facility Use, the Agreement for Use of Facilities shall govern.

Initial and Date