

First Unitarian Universalist Church of San Diego Facilities Use and Parking Policy and Agreement

Effective Date: February 1, 2018

Property Use Overview

It is our intention that church facilities be used in furtherance of the Mission of the First Unitarian Universalist Church of San Diego (“First Church”), given below:

The Mission of First Unitarian Universalist Church of San Diego is to create community, nurture spiritual growth and to act on our values to help heal the world.

The church property has been dedicated for the use of organization and programs involved in carrying out the ministry of First Church and as such they shall have priority over all outside activities.

Permission to use the church may be revoked at any time that the use will be in conflict with the purpose of the church.

Groups and Individuals Who May Request Property Use

The church campus has facilities for meetings, classes, and performances. The Meeting House is designed as an excellent performance venue for musical groups and audiences (up to 434), as well as for worship services, speaker events and meetings.

This policy is to define the use of church facilities and the parking lot for events that are sponsored by a church group, church member, or church staff member. Definitions of church groups and members are given below.

A church group is a group associated with one of the Ministry Teams. This includes church affiliated organizations. Ministry Teams taken together make up the Ministry Team Council and are co-led by church staff and member lay leaders.

A church member is a person who has signed a Bond of Union card and is designated as an active, voting member for at least six months. A voting member is defined as one who is contributing to a current pledge within the past twelve months.

Non-Profit outside groups and individuals outside of the church’s membership may rent our facilities for appropriate not-for-profit uses. Such groups may include organizations of a charitable, civic and religious nature.

Requesting Use of Church Property

Property Use Request Forms

To request use of church property, which includes reserving rooms and/or patio space, complete a Property Use Request form. These forms are available on the Church website under Facilities, or in the church office. Electronic forms are submitted immediately through the website. Paper Property Use Request forms may be left at the church office, sent via e-mail to schedule@firstuusandiego.org or faxed to 619-298-9997. Request forms will be approved by the appropriate Ministry Team Staff Chair.

Confirmation of Property Use Request or Notice that Request Cannot Be Met

A Property Use Request Form received by e-mail will have an automatic initial response that ONLY confirms the request has been received, but not yet acted upon. Completion and submission of this form does NOT insure granting of space. When the request has been approved and placed on the Church calendar, a confirmation email will be sent stating the request has been fulfilled or notice that the requested facilities are not available. If a confirmation or notice is not received within seven days, please call the church office and ask to speak to the Scheduler.

Property Use Fees

Church groups are charged for property use for events that are announced and publicized to the public as well as events where a suggested donation is requested. Examples of these types of events are concerts, Looking Glass Theater productions, and forums with speakers. Events that are primarily group meetings and have a small suggested donation to cover expenses, such as potlucks are not charged a room use fee. (Please see separate Fundraising Policy.) The fee, if applicable for any property use request, will be contained in the confirmation sent by the Scheduler. Full payment is required prior to the event.

The fees for property use are contained in a separate handout available from the church office and on the church web site. Facilities Use Schedule of Fees are reviewed regularly by the Director of Operations. When changes in property use fees are made, these changes are announced to the Ministry Team Council and in the church newsletter at least 30 days in advance.

First Church makes space available for rent to church members, affiliates, individuals, and non-profit organizations of the greater San Diego community. The core functions of the Church will have first priority on the use of facilities. Further prioritization of facility use will be on a first-come, first-serve basis.

Suggested Donation to Attend Church Events

Under the church's IRS exemption, please note that church groups may only suggest a donation to attend events. If someone wishes to attend an event without making a donation, they must be allowed to do so.

Priority Policy for Scheduling of Property Use

Property use requests for use of church facilities must all be signed by the appropriate Ministry Team staff chair, AND be assigned a priority (A/B/C) as indicated below. If childcare is associated with an event, it enjoys the same booking priority as the event with which it is associated.

Priority A:

1. Worship Related Activities
2. Ministry Functions
3. Religious Education
4. Church Board Functions

Priority B:

5. Church Member Life Passage events
6. Ministry Teams and the Groups Associated with Them
7. Church Affiliated Organizations
8. Church, Pacific Southwest District, and UUA sponsored conferences

Priority C:

- 9. Outside groups eligible to reserve space
- 10. Voting Members of the Church

If conflicts in scheduling occur and/or there are questions of priority, resolution will be facilitated by the Director of Operations in consultation with the appropriate Ministers, Director of Children and Family Ministry and/or other staff members.

Outside Groups and Non-Member Rentals

Requesting Use of Church Room or Space

Non church members and non-church groups that have an IRS designation of 501c(3), nonprofit status may request to reserve meeting rooms or other spaces at the church. Please note that available space is very limited due to the large number of church-related activities. Requests from non-church groups are reviewed and approved by representatives from the church's Executive Team. Please allow 10 to 14 business days for a response from the church's Scheduler.

Information Needed

In addition to completing the Property Use Request form, the following information must be submitted to the church, on the organization's letterhead or if by e-mail with the same information as is on its letterhead including:

Name of Organization or Name of Individual
Address
Phone Number
Website
IRS Status and Proof (such as IRS letter)

Send the above information as follows:

E-mail: schedule@firstuusandiego.org

U.S. mail: Scheduler
First Unitarian Universalist Church
4190 Front Street
San Diego, CA 92103-2030

Fax: 619-298-9997

Insurance Requirements

First Church is not liable for accidents, injuries, or loss of individual property in connection with any of its facilities. Depending upon the risk factor of the facility use activity, the church will require liability insurance in an amount up to one million dollars (\$1,000,000). Please provide a Certificate of Insurance for your event naming the church as Additional Insured and Certificate Holder.

Approved Requests for Property Use

If your request to reserve church property is accepted, you will be notified in writing. At the time of reservation confirmation, the following is required:

- Payment for reserved room(s) and/or space. Fees are to be paid in full to First Unitarian Universalist Church of San Diego thirty (30) days prior to your event. A \$200 non-refundable deposit is required to hold the date in the church calendar; applied towards fees due. **Additional fees may apply.** See Facilities Use Schedule of Fees which is made a part of this Agreement as Attachment "A."
- Certificate of Liability Insurance from Your Insurance Company
- Hold Harmless Agreement

Refusal or Cancellation of Use

First Church has the right to refuse or cancel any application/use. The Church will give written or verbal notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied or use cancelled for the following reasons including but not limited to:

1. Unsatisfactory prior use
2. Hazardous conditions exist
3. Application submitted too late for consideration
4. Non-payment of fees/deposit before due date
5. Groups that do not give proper cancellation notice
6. Facility or staff not available
7. Insurance or Security requirement not met

If the Church, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

Any notice of cancellation for meeting rooms must be given to the Scheduler or the Director of Operations one (1) week before the intended use. Meeting House, Chapel or Bard Hall require a notice of 30 days to receive a return of the refundable portion of any deposit already made (there is a \$200 non-refundable deposit required for all reservations). A processing fee of \$20 will be charged for all cancellations.

Confirmation

A signed copy of the Facilities Use Agreement is confirmation of the approved facility use for the requested date.

General Rules and Conditions of Use

The Church has the authority to implement rules and conditions of use that provide for consistent use of facilities but are not limited to the rules and conditions listed below. Groups using the facilities will observe, obey and comply with all applicable City, County, State, and Federal laws, rules and regulations.

Rental Hours

Rental of the Facilities will be during the following hours:

Monday through Thursday: 8:30 am to 10:00 pm
Friday/Saturday: 8:30 am to 11:45 pm
Sunday: 1 pm to 10:00 pm

Cleaning/Damage Deposit Procedure

A refundable cleaning/damage deposit may be required to reserve facilities for events, to ensure proper clean up, and to cover repair/replacement costs from breakage, loss or damage. The deposit will be returned within two weeks of the event date if the facility is left in satisfactory condition. When not left in satisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit remaining after satisfactory cleaning and any damage repair are complete shall be refunded within 60 days. First Church will determine the appropriate level of payment required based on the nature of the cleaning or damage. First Church will conduct a pre-event and post-event site inspection and their decision will be final.

All groups are responsible for their event clean-up, including but not limited to:

1. Cleaning of all equipment used.
2. Cleaning of any stove, chairs, tables, and counter areas used.
3. The kitchen and rooms must be left clean and in the same condition that they were in before the activity.
4. All litter and trash must be picked up and moved to trash receptacles.
5. Removal of all personal property, displays and other similar items without damage to the facility. Any items left after the event may be disposed of.
6. Return and relocation of all equipment used during an event to its proper location.
7. No food, drink or gum is permitted in the Meeting House or Chapel.
8. All thermostats must be turned off, windows must be closed, and doors must be secured.

Memorials and Weddings

Requests for use of church property for memorials and weddings may have other requirements or services, and members or friends requesting those events will work directly with the Church Scheduler.

Co-sponsored Events

Co-sponsored events are events where a church group associated with a Ministry Team (not an individual church member) takes an active role in planning, publicizing, and presenting/implementing an event with an outside organization that has a similar mission or purpose as the co-sponsoring church group. Such events are scheduled through the church group co-sponsoring the event and need to be approved by the staff leader of the particular Ministry Team. The church group may be charged a fee.

Keys

The church group, member, or friend requesting to use church property must indicate on the Property Use Request form the name of the church member who will open the room and ensure that the room is locked after the use of the property. If no one in the group has a key, this must be indicated on the Property Use form and, an alternate plan established.

Sound Technician

A church group, member, or friend may be required to engage a church-approved sound technician when the function will include the use of the church's sound system in the Meeting House or the Welcome Center. The fee charged for a sound technician is an hourly fee set by the professional contracted sound company with a three-hour minimum.

Event Coordinator

A staff Event Coordinator who has been trained in facilities, emergency procedures, etc. is required for weddings, memorials, conferences, most large meetings and other activities as determined by the Director of Operations. The fee for an event coordinator is \$25/hour with a minimum of 2 hours.

Kitchen Administration

Any time the Welcome Center's commercial kitchen is requested and used, there is a built-in kitchen administration fee with the room rental fee. This covers the cost of the on-site Kitchen Manager or Supervisor plus administration costs of keeping the kitchen running. All persons who work in this kitchen must be trained in food safety procedures. The kitchen administration fee does not cover any additional hired help which may be needed to facilitate a particular event.

Smoking / Vaping / Recreational Drugs

Please be reminded that smoking, vaping, and use of recreational drugs is prohibited at all times on First Church property, at all campuses.

No Food Locations

No food or beverages (except bottled water) are allowed in the Meeting House or the Chapel.

Catering Food and Non-Alcoholic Beverages

Caterers must be pre-approved on a case by case basis. Food and drink are allowed only in Bard Hall, the Patio and the Common Room. The Church will make every effort to notify User in advance of any restrictions. Any bubble gum is not permitted.

Alcoholic Beverages

User must comply with all city and state laws, rules, ordinances and regulations concerning the service and consumption of alcoholic beverages. At no time may alcoholic beverages be served to or consumed by a minor on the Church premises. The Church reserves the right to shut down the Event if it is determined that a minor has consumed or is under the influence of alcohol while occupying premises. Only Beer and Wine (no hard liquor) are permitted on the Church premises. No alcoholic beverages may be removed from Church premises.

When an alcoholic beverage is served, an attractive, non-alcoholic beverage must also be provided. The consumption of alcoholic beverages shall not be the main focus of any event held on church property. Unopened alcoholic beverages may be stored in the Church kitchen under lock and key. Opened alcoholic beverages may not be left on Church property.

Animals in Church Buildings

Dogs and other animals are not allowed in church buildings. Exceptions are made for assistance animals and animals for educational purposes. Any animals on church property must be attended at all times and on a leash.

Facilities Reassignment

The Church, as represented by Church staff, will make every effort to avoid reassigning functions. If a need for a reassignment should arise, a church representative will notify the group in advance, except in an emergency.

Member and non-member weddings, memorial services, and member-sponsored life passage and commemorative events (e.g. anniversaries) are not subject to being moved, except in the event of a natural disaster, national or local emergency, church-related emergency, or damage to, destruction of, or closure of the area reserved.

Custodial Fee

The Scheduler or Director of Operations may assess a custodial fee to any group (church or non-church) if that group failed to leave the facility clean, neat and undamaged. A reserving group will be assessed the cost of any repairs or replacement required that is damaged as a result of the group's use of church facilities. You may request custodial services for an additional fee; please see Schedule of Facilities Use Fees.

Advance Booking

Church facilities may be booked in advance as per the guidelines given below:

- Church groups, members, friends, and staff may request to book property up to 18 months in advance of a function. For practical purposes, it is recommended that staff book events for the Sept- June period by June 15th of each year.
- Members and non-members may request to book weddings more than 1 year in advance.
- Members may book member-sponsored events that commemorate significant life passages (e.g., coming of age, anniversaries, significant birthdays) up to 1 year in advance.

Other Conditions of Facilities Use

The Church reserves the right to limit the use of the facilities and the number of uses by any one group so that the entire community may make use of the limited available facilities.

Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

Groups composed of minors shall be supervised by one adult (21 years of age or older) per each fifteen (15) juveniles at all times while using the facilities.

Due to limited space, there shall be no overnight storage of equipment and supplies, unless specifically negotiated and paid for.

All decorations and signage are the responsibility of facility use groups. No decorations or signs shall be permitted to be hung, taped (with the exception of blue painters' tape), tacked or nailed to any walls, windows, ceiling or fixtures.

Birdseed, confetti, rice, rose petals and silly string are prohibited inside or outside the building. Paints or paint supplies are prohibited in the Meeting House, Chapel, and Welcome Center.

When setting the thermostat for any room, the maximum range will be cool to 70 degrees and heat to 69 degrees. Building users may be charged if the thermostat is left on past the rental period.

At no time shall Fire Exits be covered or obstructed.

All exterior doors are to be kept secure from the outside except during:

- Office hours
- Worship Services
- Loading of equipment/supplies
- While a group leader is supervising the door, waiting for group members to arrive.

Group leaders are responsible for making sure that all exterior doors are secured after their group has dispersed.

Use of the Church's Parking Lot

Overview of Church Parking Lot

Parking in the Ace lot is made available, without charge, to members, pledging friends, and staff, who must visibly display their parking passes on their vehicles' dashboard. Parking passes are issued by the Church office and an updated list of same will be maintained. The preschool is issued ten daily weekday parking spaces which should not be used by anyone during their posted hours, with no exceptions.

The Director of Operations may close the lot during a weekday during working hours only under exceptional circumstances. Working hours are 7 a.m. to 6 p.m., unless otherwise determined by the Director of Operations.

Parking for Non-members Attending Church Events

Parking in open spaces in the church lot is made available, without charge, to non-members who park in the lot to attend meetings or events sponsored by church groups, if the sponsoring church group requested from the church office seven (7) days in advance of the event, date/event-specific parking passes to hand out to non-members.

Request for Closure of the Parking Lot

A church group may request that the Director of Operations close the Ace parking lot to outside parking for a group's evening, weekend, or holiday event by adding that request to their Property Use Request form. A minimum of two week's notice is needed to ensure that staffing is available to close the parking lot. Please see Facilities Use Schedule of Fees for lot closure fees.

A group that arranges with the Director of Operations to have the lot closed is not promised an empty lot. The church's commitment is solely to close the lot to outside persons who would otherwise seek to park in the lot beginning up to two hours before the group's scheduled event. In addition, members, pledging friends, and other persons with parking passes who seek access to the church campus have the right to park in the lot at all times, even when it is closed to outside persons under the closure policy.

Policy Enforcement & Monitoring

The Director of Operations implements, administers and enforces this policy.

**Signature Page – Facilities Use and Parking Policy and Agreement
First Unitarian Universalist Church of San Diego**

Acknowledgment of Facilities Use and Parking Policy and Agreement

I have read the Facilities Use and Parking Policy and Agreement and hereby agree to its terms and conditions.

Organization (if Applicable)

By: _____
Signature Date

Printed Name: _____

Its: _____
Title (if Representing an Organization)

By: _____
Signature Date

Printed Name: _____

Its: _____
Title (if Representing an Organization)

Acknowledged by:

First Unitarian Universalist Church of San Diego

By: _____
Signature Date

Its: _____
Title