

Building Use Application and Agreement
Petaluma United Methodist Church
410 "D" Street, Petaluma, CA 94952
(707) 762-9785
Email: rentpumc@gmail.com

The Building Use Agreement will be signed as accepted by a Petaluma United Methodist Church (PUMC) representative once the following are received: [1] Building Use Application and Agreement that is complete and signed; [2] Security Deposit in the amount of Five Hundred Dollars (\$500) for all Building Uses; and [3] Rules and Regulations signed by Client; [4] If the Building Use is within thirty (30) calendar days, additionally the balance of fees and Certificate of Liability Insurance is due.

An additional fee is required if the Client uses an events rental company and the delivery and/or pickup of rented items requires a PUMC Representative to be on site to allow access. A One Hundred Dollar (\$100) fee may be charged for each occurrence.

If a Caterer is employed, Client shall provide PUMC with their name, phone number, and license number at least 60 days prior to the event.

Client and Caterer's Certificate of Liability Insurance is due 30 days prior to the event. Caterer must abide by the Caterers Policies as outlined in the Building Rules and Regulations, which accompanies the Building Use Application and is made a part of this Agreement. The Client will provide their Caterer with a copy of the Building Rules and Regulations.

LATE AND RETURNED CHECK FEES

A fee of One Hundred Dollars (\$100) shall be charged to Client for checks returned to PUMC by Client's bank due to insufficient funds. A late fee of One Hundred Dollars (\$100) shall be charged for all balances not paid by 30 days prior to the event. Both of these charges may be deducted from the security deposit.

Checks not cashed by Client within 90 days will become null and void.

ACCESS

Access to the Premises shall be provided to Client via a set of keys. Client shall not release the keys to anyone, including a vendor or guest without the express written permission of PUMC.

RULES AND REGULATIONS

Client has been provided the Building Rules and Regulations, which are part of this Building Use Agreement. By signing the Building Rules and Regulations, Client agrees to abide by all Building Rules and Regulations. **Failure to comply with Building Rules and Regulations will result in complete forfeit of the Security Deposit, to the extent that the Security Deposit is insufficient to cover such costs, Client shall be liable to PUMC for any additional expenses.**

Client and their guests voluntarily assume all risks related to exposure to any communicable diseases and following all required public health mandates. Client and their guests agree to implement and adhere to any local, Sonoma County, State or Federal health regulations related to a pandemic or other health crisis, that may be in effect at the time of Building Use.

.ALCOHOL CONSUMPTION

Client is not allowed to serve alcohol anywhere on the premises at any time.

Client's Initials (_____)

SMOKING

Per Petaluma City Ordinance 8.20.090, smoking or vaping of any substance inside, outside, or within 20 feet of Premises is strictly prohibited. A fee of Two Hundred Dollars (\$200) will be deducted from the security deposit if there is evidence of smoking in violation of this provision.

BUILDING USE CAPACITY

The number of people in, on, or around Premises shall not exceed the posted capacity of 120 for dining or 257 assembly seating in the social hall and 353 in the sanctuary. The fireside room has space for 25 people seated, and the nursery has room for 20 children.

SECURITY DEPOSIT

A PUMC Representative will have up to five (5) days following the end of the Building Use period to review and approve condition of the Premises. **If evidence is found of misuse or damage by the Client, or if the terms of this Agreement and/or the Building Rules and Regulations are violated by the Client or their guests, Client will be notified of the violation and/or damages and how it will impact the refund of the security deposit.**

Premises shall be vacated in the same condition as it was when accessed. Client's garbage must be emptied into appropriate waste cans on the patio. If Premises are determined to have been left in an unacceptable condition, as determined by the PUMC Representative, an additional cleaning fee shall be charged to Client. Failure to comply with Building Rules and Regulation will result in the complete forfeit of the Security Deposit.

PUMC is not responsible for damage, loss or destruction to any personal items of Client or their guests used or left behind at the Building.

CERTIFICATE OF LIABILITY INSURANCE

Certificates of Liability Insurance (COI) of One Million Dollars (\$1,000,000) must be provided by both the Client and the Caterer, if applicable. Any and all COIs must be received by 30 days prior to the event date. The COIs must:

- Be in the amount of \$1,000,000 for Liability
- Be in the amount of \$1,000,000 for Rented Premises Damage
- Be valid for the entire Building Use period
- Name Petaluma United Methodist Church as an additional Insured Certificate Holder
- Include the physical address of 410 D Street, Petaluma, CA 94952

CANCELLATION POLICY

If event is canceled more than sixty (60) days prior to event, 100% of the Deposit will be refunded. Cancellation notice must be in writing and delivered to the PUMC's Representative no later than 6:00 p.m. on the 61st day before the event. If Client cancels within 60 days of event, the entire Five Hundred Dollars (\$500) will be forfeited and retained by PUMC. Any other Building Use fees paid will be refunded. In case the event must be canceled by PUMC due to reasons beyond its control, 100% of all fees and deposit will be refunded to Client within 7 days of notice of cancellation.

IN CASE OF EMERGENCY

In case of a fire or medical emergency, contact Emergency Services (911).

The Client will be provided with the contact information for a PUMC Representative who will be the main contact the day of the Building Use. The PUMC Representative will be available should you have questions or need help with the building operations during the day. If there is a problem with the facility, first contact the PUMC Representative at the telephone number provided. Failure to give notice of any issues could result in forfeiture of the Client's security deposit.

Client's Initials (_____)

STATE AND FEDERAL FAIR HOUSING LAWS

PUMC and Client understands that the State and Federal housing laws prohibit discrimination in the Building Use of Premises on basis of race, color, religion, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, or mental or physical disability. Renting to a person under 21 is strictly prohibited. By signing this Contract, Client confirms that he/she is 21 and over.

USE OF PREMISES

The Client agrees not to use the Premises for any purpose prohibited by City, County, and State or Federal law. The Client understands and agrees that the use of any illegal drugs or substances, weapons, guns, firearms or explosives of any kind in or around the Premises is strictly prohibited. Unless specifically indicated in writing on the last page of this agreement the Client gives permission for photographs/videos to be taken of the decorations, performers or activities in the building during, before and /or after the event. Photos, videos and reviews may be used to promote Petaluma United Methodist Church and/or use of the building.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

Client agrees that neither PUMC nor its directors, officers, agents, employees or any others for whom PUMC is at law responsible shall be liable to any extent for any personal injury or death of any person, or loss or damage to any property belonging to Client or its employees, invitees or any other person in, on or about the building except to the extent resulting from the sole and active negligence of PUMC.

Client shall indemnify and hold harmless PUMC and its directors, officers, agents, and employees against and from any and all costs, expenses, attorney's fees or liabilities arising out of any claim or action brought due to 1) a breach by Client, its agents, and/or invitees of this Building Use agreement, 2) the negligence of Client, its agents, its invitees or any person for whom Client is a law or by this contract responsible, 3) the use and occupation the Premises by Client, its agents, or its invitees, 4) a violation of any local, Sonoma County, State or Federal law or regulation in effect including but not limited to those related to a pandemic or other health crisis or 5) any claim by Client, its agents and/or invitees that PUMC is responsible for Client, its agents and/invitees exposure or contraction of the COVID 19 virus as a result of PUMC's acts, omissions, and/or obligations under this Building Use agreement.

COVID 19 WARNING

Client acknowledges that the presence of the COVID 19 virus poses a danger of illness and death to those people who have been exposed to the COVID 19 virus and agrees that guidelines and warnings from the Center for Disease Control, the State of California and the Sonoma County Department of Health have been promulgated with respect to large gatherings of people, the need to wear masks and socially distance, especially in indoor gatherings. Client hereby agrees to cause Client, its agents and invitees to i) comply with the latest guidelines and warning from the Center of Disease Control, the State of California and the Sonoma County Department of Health with respect to the COVID 19 virus, (ii) to wear masks, to socially distance and to take such other actions as are required by the Center of Disease Control, the State of California and the Sonoma County Department of Health. Client, for itself and on behalf of its agents and invitees, hereby waives any and all claims against PUMC and its directors, officers, agents and employees based upon or arising out of the COVID 19 virus and its effects.

ASSIGNMENT

Client shall not, without the PUMC's prior written consent assign, or transfer any or all of its rights and privileges under this Agreement.

PARKING

Parking for Client and/or its guests is not provided as part of this Building Use Agreement other than street parking that is provided to the general public. Currently, D Street parking in front of the church is not allowed.

Client's Initials (_____)

ENTIRE AGREEMENT

Neither PUMC nor Client, nor any of their agents, have made any statement, promises, or agreements verbally their agents made during negotiations prior to execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding on either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties, and no rights are to be conferred on PUMC or Client until Client has executed this Agreement.

I have read, understand and agree to the terms of the PUMC Building Use Application and Agreement. I further understand that any violation of said Policies by anyone attending Client's event will result in the forfeiture of the full security deposit.

Client Signature _____ Date _____

Accepted by PUMC _____ Date _____