



1/7/2023

# JAMES FLC Building Use Agreement

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BETH EDEN BAPTIST CHURCH

“All quotes are taken from the Assessors Handbook, Section 267; Welfare, Church and Religious Exemptions”

1. All users of the FLC must qualify as a religious, charitable, scientific, or hospital organization:

Part 1 Sec 2 Page 24:

Nonprofit organizations claiming exemption for their properties under section 214 must satisfy the organizational requirements discussed in the previous chapter, and must meet additional requirements that govern the uses of their properties.

1. The property must be used exclusively for exempt purposes.
2. The property must be used for the actual operation of an exempt activity.
3. The property is not to exceed an amount reasonably necessary for the accomplishment of the exempt purpose.
4. The property is not to be used to benefit any person through distribution of profits, compensation or the more advantageous pursuit of his or her business or profession.
5. The property is not to be used for fraternal, lodge, or social club purposes except when that use is clearly incidental to the primary exempt purpose.

#### PROPERTY MUST BE USED EXCLUSIVELY FOR EXEMPT PURPOSES

One of the basic requirements for exemption is that the property must be used exclusively for exempt purposes.

## POLICIES

Today's Date \_\_\_\_\_

All reservations must be made at least 30 days in advance of the event. The Pastor and/ or official designee must approve reservation requests.

Reservations are confirmed once the Facility Use agreement has been signed and all fees have been received. User and signer must be at least 21 years of age.

1. All fees are due at the time of signing of the use agreement.
2. No decorations on walls.
3. closing time for use of the facility is 11:00 PM; no exceptions. Overtime rates will be charged for any groups staying past 11:00 PM
4. If event is canceled, please inform Beth Eden Baptist church within 48 hours of date of event. (510-444-1625)
5. Security deposits will be returned if all of the following conditions are met:
  - a) Facility is in same condition as user finds it. All tables, chairs, etc. must be returned to proper place.
  - b) Trash and recyclables must be placed in proper garbage receptacles
  - c) Spilled food or beverages must be washed off tables, chairs, floors and kitchen area
  - d) All James **FLC** equipment must be in same condition as found. If any equipment is faulty, **James FLC** must be informed by 5 P.M. on first/only day of rental. Forms will be provided for User completion. Forms can be given to Office staff or left in our mailbox.
  - e) Facility is vacated by time indicated on Use agreement.
6. User is responsible and liable for any and all damages that occur to or about the facility during the rental period. If emergency occurs please call 911 and the responsible **James FLC** Person: \_\_\_\_\_
7. No alcohol use or served; no smoking or use of drugs in the facility or on the grounds of the church and/or the facility.
8. No food or drink allowed outside of banquet room/gym.
9. **James FLC** has gone over policies and a walk through of the facility.

Drs. Gillette O. & ROSA V. JAMES  
Family Life Center (James FLC)

\_\_\_\_\_ **James FLC** (initial)

\_\_\_\_\_ User (initial)

**JAMES FLC Building Use Agreement**

**This is a legal contract. Read before signing.**

**Date:** \_\_\_\_\_

**Total Fees Received (Security and Use) \$** \_\_\_\_\_

It is agreed between **James FLC** hereinafter referred to as PROPERTY OWNER/LANDLORD and \_\_\_\_\_ Hereinafter referred to as USER, that the PROPERTY OWNER/LANDLORD, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of **James FLC In consideration of Security deposit and Use of Facility Fees**

Please check where applicable:

- Beth Eden member
- Beth Eden sponsored Ministry
- Non-Member /Non- Member Group or Organization  
(If non-member, please briefly describe event)

**CONTACT INFORMATION**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Notify You By \_\_\_\_\_  
(Text / email / telephone)

Briefly describe event \_\_\_\_\_

Estimate number of attendees \_\_\_\_\_

Facility to Be Used: are you requesting use of kitchen     Y     N  
Use of Beth Eden Sanctuary     Y     N

**Please Note:** If kitchen is being used for preparation of meals, caterers must have commercial license; separate agreement must be completed.

Date(s) of Use: \_\_\_\_\_ Time \_\_\_\_\_

Drs. Gillette O. & ROSA V. JAMES  
Family Life Center (James FLC)

(Setup/tear down and cleanup time must be included in your request)

**User** \_\_\_\_\_

**James FLC** \_\_\_\_\_

**James FLC** must be notified at least 30 days in advance of event if you will be using security or special personnel (no exceptions).

**Note: James FLC** is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the **James FLC** and the USER. The following is available for an additional fee: Please note: A Beth Eden member must be available to operate all audio visual equipment

- Projector  Screen  Laptop  Piano  Podium/Dais  Microphones

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is always proper adult supervision, that the FACILITY is used in conformity with all policies and regulations of Beth Eden and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and Beth Eden; that the event is neither a conducted event nor a sponsored event of Beth Eden. In addition, it is understood that Beth Eden will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT and attached **James FLC** Facilities Rental Policy and Procedures. In addition, USER understands that Beth Eden is not providing any supervision by this agreement.

**Please Sign and Date Below**

**Non-Member  
Organization/User** \_\_\_\_\_

**Beth Eden Baptist Church** \_\_\_\_\_

## **Kitchen Use Policy and Procedures**

Individual signing Facility Use agreement must sign Kitchen Use agreement if use of facility kitchen is necessary and/or cooking of meals will occur. A cleaning/damage deposit will be required at time kitchen use agreement is signed. Cleaning/damage deposit received Y N

**\*\* No one under the age of 18 years old is allowed in the kitchen when food processing is taking place\*\***,

All persons cooking in the kitchen must possess the following:

**a. Commercial license b. Certificate of liability insurance c. Business License and d. Safe Handling Certificate** or person has been previously approved by **James FLC**. Copies of above must be given to **James FLC** at the time this agreement is signed.

If user is unable to provide the above licensee, **James FLC** must be informed immediately (within 10 days of signing of use agreement) and **James FLC** will provide a list of 3 names with compliant license. User is responsible for any additional time needed for use/ cleanup of kitchen.

1. All utensils, towels (paper and cloth), aluminum foil, plates, cups, tablecloths, etc. must be provided by user.
2. **James FLC** will provide kitchen equipment as requested and listed on use agreement. All equipment will be in working order, if not **James FLC** must be promptly notified. Equipment must be in same condition as initially found by user at the end of this use agreement.
3. User is responsible for any damage to/theft of facility equipment. Includes clogged sinks or dishwasher, damage to grill or oven, greasy stove, dirty floors and counter tops.
4. Security deposit may be withheld for maintenance repairs beyond normal wear and tear to the kitchen and other areas used by the User.



5. All items brought into kitchen by licensee/user must be removed at the end of use agreement. Items cannot be brought into kitchen prior to the time specified in use agreement without prior approval from **James FLC**.
6. Collect all garbage into bags and leave in proper garbage bins. Please put all recyclables and garbage in proper containers. Wash and dry all **James FLC** dishes and dish towels should be left in the sink. DO NOT LEAVE ANY FOOD OR BEVERAGE ITEMS IN REFRIGERATOR
7. At the end of this agreement User must report any damage to facility rooms, kitchen and/or kitchen equipment within 24 hours of termination of Use Agreement, to the Beth Eden church office. Forms will be provided to User to make a damage report and can be left in Beth Eden mailbox or given to office staff.
8. Brooms, dust pans, mops, pails and other cleanup equipment is located in the kitchen. If these items are used, please return them to the original place. Please leave kitchen clean and ready for next use.
- 9) Users of the kitchen will provide appropriate documentation to Beth Eden before User may enter and use kitchen.
- 10)
  - a. Signed User Agreement
  - b. Copy of Certificate of Liability Insurance
  - c. Copy of Safe Handling Certificate
  - d. Business License

User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the kitchen.

IN CASE OF EMERGENCY PLEASE CALL 911 AND (Put responsible Beth Eden person name and number here)

**Commercial Kitchen User Agreement**

Date: \_\_\_\_\_

This User Agreement is between the User as identified below and **James FLC** and is effective upon the date of execution shown below. The User and **James FLC** agree to the following terms:

**Services Agreement Information:**

Name of User(s) and Event name (same as Facilities User Agreement)

User Contact Information:

Event Name \_\_\_\_\_

Date(s) of Use \_\_\_\_\_

Time (Start and End) \_\_\_\_\_

Caterer Name: \_\_\_\_\_

(Please attach copies as indicated in #9 in Kitchen Use policy)

**Equipment Needed in Kitchen (Please add any item not listed here)**

- \_\_\_ Oven/Stove
- \_\_\_ Convection Oven
- \_\_\_ Dishwasher
- \_\_\_ Mixer
- \_\_\_ Blender
- \_\_\_ Refrigerator
- \_\_\_ Utensils (knives, graters, serving spoons, etc.)
- \_\_\_ Coffee Maker

This Agreement is a terminable license that permits Users to use the Facility on the terms set out in this Agreement. This Agreement is not a lease and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Facility.

Drs. Gillette O. & ROSA V. JAMES  
Family Life Center (James FLC)

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and shall not be modified or amended in any respect except by a written instrument executed by User and **James FLC**

Representative for **James FLC** \_\_\_\_\_

Contact Name (Responsible Party) \_\_\_\_\_

Phone Number \_\_\_\_\_

Facility Walk-Thru Checklist  
Before And After Event

**EXTERIOR (Before and After)**

1. All Parking facilities, walkways, and entrances are well lighted.
2. All facilities, walkways, and entrances are clear of all debris.

**INTERIOR (Before)**

1. All entrances, halls, and restrooms are well lighted.
2. Instructive signs are posted at all passages which are closed to the public.
3. All emergency exits are free of storage and readily accessible.
4. All tables and chairs are in good condition
5. Table set-up allows for clear access while people are seated
6. Emergency lighting is functional.
7. User received all emergency numbers for police, fire and EMS. Beth Eden Member must be notified\_\_\_\_\_ in case of an emergency
8. All kitchen equipment is in working order.
9. Garbage receptacles are visible and available
10. User must insure all persons are out of facility by 11:00 PM.
11. All necessary lighting is in working order.
12. **James FLC** is not responsible for lost or stolen items or items left after event.

**Interior (After)**

1. All items removed from conference rooms
2. All tables, chairs and conference room furnishings are in proper place
3. All paper, pens and small items have been removed/replaced
4. All floors and boards (white/chalk) are clean and ready for next use
5. Tables are clean and free from clutter

**Kitchen (Before and After)**

1. Kitchen is in same condition as User finds it.
2. All kitchen equipment is in proper place.
3. Tables and chairs are free of food or beverage spills
4. Kitchen equipment is in same working order as found by User.
5. Tables and chairs are placed in storage/or on storage shelves.

\_\_\_\_\_ User Initial

\_\_\_\_\_ **James FLC** Initials

Drs. Gillette O. & ROSA V. JAMES  
Family Life Center (James FLC)

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Addt instructions for event