## Facilities Use – Recurring Event, Terms and Conditions First Presbyterian Church of Santa Barbara

- 1. Requester shall be responsible for ensuring that the room being used is secured at the end of the event, and further agrees to notify FPCSB of a change in the person with this responsible. If a key is issued, the requester agrees to abide by the Key Holding Regulations, provided and signed separate from this Agreement, including the provision of not sharing/lending the key with anyone.
- 2. User agrees to indemnify and hold harmless First Presbyterian Church of Santa Barbara from and against all liability, loss, or damage from any cause whatever, including the negligence (active or passive) of First Presbyterian Church of Santa Barbara, its officers, agents, or employees, arising from the use of the facilities or activities in and about the same by User or its representatives or invitees.
- 3. User shall provide and maintain Comprehensive Liability insurance during the period covered by this Agreement insuring against liability for bodily injury (including death) and property damage from occurrences on or about the facilities or the use or condition thereof, with combined single limits of \$1,000,000. Such policy or policies shall name "First Presbyterian Church of Santa Barbara" as additional insured. Such insurance shall be primary and any other insurance available to FPCSB shall not be called upon to contribute. Such insurance of User shall be evidenced by a certificate of Insurance and Endorsement furnished to FPCSB at lease seven (7) days prior to use of the facilities. Said insurance shall provide and the Certificate and Endorsement shall state that such insurance cannot be modified or cancelled without 30 days' notice to said broker.
- 4. FPCSB does not provide supervision of User's event nor over the church property, including the specific facilities being used and the parking lot. User shall provide appropriate adult supervision of children's groups.
- User understands that all foods beyond light refreshments, including pre-made sandwiches, pizza, catered meals, etc. are not allowed to be brought in and food service beyond light refreshments must be arranged separately with our preferred caterer, Kay Bowman of Oh Kay Catering (805-284-1773; <a href="mailto:ohkaycatering@aol.com">ohkaycatering@aol.com</a>)
- 6. User shall leave the facilities in a clean and orderly condition. If any alterations are allowed, User shall restore the facilities to their original condition and shall pay for repair of any damage arising out of the use of the facilities under this agreement.
- 7. All use of FPCSB'S Facilities shall comply with the regulations and laws of the City of Santa Barbara, the Fire Department, and the Health Department. This includes all buildings and parking lot use. At no time should cars be parked outside of designated parking spaces. It is the responsibility of each group to monitor the buildings and parking lot.
- 8. Alcoholic beverages shall not be consumed or served on church property, except when arranged in accordance with the church Wine Policy.
- 9. Smoking is not allowed in or around any church building.

- 10. All paraments (pulpit and lectern hangings and banners) remain in the liturgical colors for the season. User shall not remove or cover any of these paraments or other Church symbols.
- 11. Under no circumstances is the seating in the chancel choir loft to be moved.
- 12. As FPCSB is located in a residential area, no loud music or other noise is allowed after 10:00 p.m. in and around any church building or the parking lot.
- 13. User agrees to notify FPCSB of any change in primary contact as identified on the Facilities Use Request.
- 14. User understands and acknowledges that functions of FPCSB take precedent over use of facilities by outside entities and therefore it may be necessary to cancel User's use of granted space from time to time. In such an event, every effort will be made to notify User as soon as possible and to relocate User to another space if available. If no alternative space is available, User will not be responsible for payment for that date but otherwise holds FPCSB harmless for any loss caused by the cancelation.
- 15. FPCSB may terminate this Agreement, and permission to use facilities, at any time for good cause without obligation.