

# WOODLAND HILLS COMMUNITY CHURCH FACILITY USE APPLICATION

P: 818-346-0820

21338 Dumetz Road Woodland Hills, CA 91364 www.woodlandhillscommunitychurch.org | whccucc@gmail.com

Name of Applicant/Group	Requesting	g Use:		
Type of Event:				
			Approxir	nate Number of Participants:
<u>One Time Usage:</u>				
Date(s) requested:				
Time Facility Use Begins		and ends	(ii	nclude set-up/clean-up time)
Ongoing Usage (if applical	ole):			
Date Beginning (monthly):		Date E	Ending (m	ionthly):
Day(s) of the Week request	ed:			
Time Facility Use Begins		and ends	(ii	nclude set-up/clean-up time)
Is this a nonprofit?	YES	NO		
Facility Usage:				
Please select the facilities y	ou would lik	ke to use:		
□ Harter Hall (100 occupants	5)	□ Chapel (35 occupants)		□ Smith Lounge (35 occupants)
□ Kitchen (10 occupants)		□ Doty Room 202 (30 occu	ipants)	Doty Room 203 (30 occupants)
Doty Office (2 occupants)				
Contact Information for T	wo Liaison	<u>s:</u>		
Primary Liaison:			Phone:	
Email:				
<ul> <li>Secondary Liaison:</li> </ul>			Phone:	
Email:				
	nunity Chu	rch Building Use and Licen		tood, and agree to the Woodland Hills ment.
Signaturo			Data	
Signature:			Date.	
		Administrative Use Below-		
Resolution of Request: Appro	oved	_ Denied		Date:
CHARGE OF USAGE: \$		BALANCE: \$		
CLEANING DEPOSIT: \$		1		
check)				
TOTAL FEES DUE: \$				
AMOUNT PAID: \$	(cash / check	x)		

KEY ISSUED? YE	S N	0	DATE:	/
	/	_KEY	RETURED?	
YES		NO	DATE:	/
	/	_		
Deposit Returned?	YES	NO	DATE:	/
		/	Notes:	

# FACILITY USE AGREEMENT: SECTION I - LEGAL AND LIABILITY

# 1. Identification of Parties

This license agreement ("THE AGREEMENT") is entered into as of this	day of	, 20
("EFFECTIVE DATE") by and between Woodland Hills Community Church,	situated at 21338 Du	metz Road Woodland Hills,
CA 91364 ("LICENSOR") and	, situated at	
	("LICENSEE's	s" Address).

# 2. Description of Property

Licensor is the owner of certain real property situated at 21338 Dumetz Rd. Woodland Hills, CA 91364 ("THE PROPERTY").

# 3. Grant of License

In consideration of the base amount of \$\_\_\_\_\_\_per (circle one) **One-time / Hourly / Weekly / Monthly**, Licensor grants to Licensee the agreement to perform the following acts on the property in the space and at the time(s) listed below:

# 4. License Non-assignable

This license is personal to the Licensee and shall not be assigned. Any attempt to assign the license shall automatically terminate it. NO legal title or household interest in the property is created or vested in Licensee by the grant of this license.

# 5. Term

This license shall be for a term commencing on the effective date of this license and terminating on the \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_. No rentals will go later than 10 pm. The licensee understands that set up and clean up time must be included in rental time. X\_\_\_\_\_\_

# 6. Termination of Occupancy

After receipt of a notice of termination from Licensor, Licensee, on or before the effective date of termination specified in that notice, shall remove all of Licensee's personal property from the property and shall surrender possession of the property to the Licensor in good order and repair to the satisfaction of the Licensor, normal wear and tear expected. Any violation of the noise ordinances will result in the immediate termination of the contract plus an additional fee. The event will be immediately disbanded with no refund. The renter will incur a violation fee of \$500 if police must be called to enforce noise ordinances.

# 7. Arbitration

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

# 8. Indemnity

Licensee, as a material part of the consideration to be rendered to Licensor under this agreement, waives all claims against Licensor for loss and/or damages to all personal property in, on, or about the property, from any cause arising at any time. Further, Licensee agrees to hold Licensor exempt or harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Licensee's use of the property, or (b) Licensee's failure to keep property and surrounding areas clean and in good condition. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the property or any occupant of adjoining or contiguous property.

# 9. Hold Harmless Agreement

At the church's discretion some groups may be required to complete individual Hold Harmless Agreements for each participant as well as produce a letter of proof of personal liability coverage from an insurer that covers activities outside of the home.

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#### **10. Incidental Rights**

The license includes the following incidental rights to use the property indicated above. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the property. For special occasions, Licensor at its sole discretion - shall have the priority right to use any space licensed to the Licensee, provided that the Licensor gives the Licensee advanced notice of at least five days, if possible, before the date scheduled for the Licensee's use of the property. In the event such notice is given, Licensor will, if feasible, offer to Licensee an alternate space within the facility at the going rate for that space Х

# II. SECTION TWO - STANDARDS OF USE

#### 11. Payment

Licensee agrees to pay all damages to the property during their time of use, as well as all injury to occupants of the property and damages to the property of those occupants caused by Licensee's misuse or neglect of the property. In accordance with the agreement, Licensee may be required to pay a deposit of up to \$200.00 due at time the agreement is signed to go towards, but not limited to, repair, damage, and/or lost keys during time of use. Additional amounts will be due if repairs/damages exceed \$200.00. The deposit will be refunded in full if no damage and/or violations are incurred and all keys are returned no later than 7 business days after agreed time of use.

#### 12. Deposit

The licensee understands that all usage fees are expected to stay current. All payments are expected at least one (1) week prior to facility usage. For payments made in advance, a detailed schedule is required along with payment. Payments not made before one week of facility usage date will be considered canceled and deposit will be withheld.

#### 13. Cancellation and/or Rescheduling by Licensee

In order to receive a full refund [excluding deposit] all cancelations must be made 2 weeks in advance of scheduled date in order to avoid rental fees. Failure to notify management accordingly will retain the agreement and payment will still be due even if the event does not occur. If licensee wishes to reschedule event, they must notify management 2 weeks in advance or before but rescheduling of event is not guaranteed. Х

#### 14. Revocation

Licensor may revoke this license at will by having a written revocation notice delivered to Licensee at least 14 days prior to the termination date specified in the notice. Licensee may revoke license in the same manner. Special circumstances may arise, because this is a church, which prevents the 14 days notification. Х

#### 15. Damages

The licensee is required to report any damage of the property, Woodland Hills Community Church's equipment, and/or furnishings to the Licensor. The licensee will be held accountable for any damages incurred and not communicated to the licensor at the time of discovery. The licensor will determine the applicable fee\* and/or future rental inquires at all Woodland Hills Community Church's facilities may be revoked.

Fees are determined based on repair/ replacement cost and/or irreversible damage. \*

#### 16. Furnishings

Tables, chairs, and all other equipment or furnishings shall not be removed or relocated from their designated areas in the facility; unless approved in advance by the Licensor. If a group is planning to bring additional furniture that must be communicated to the licensor prior to signing the agreement. A storage fee may be required if equipment is left behind. The property, Licensor, nor any Woodland Hills Community Church staff will be held accountable for any equipment left behind. Х

# 17. Parking

Parking use is included in rental agreement, if space is available. Even though street parking is available\*, Woodland Hill Hills Community Church encourages guests to park in the lot until it is full. It is important to avoid unnecessary street parking in the neighborhood; this helps the church maintain good relationships with neighbors. Woodland Hills Community Church is not responsible for theft or damage to any vehicles. Do not park illegally. Do not block any driveways. Overnight parking is NOT allowed without the express consent of the Licensor. Х

\*Please check street signs for any parking restrictions

#### 18. Keys and Access

If needed, a key must be picked up at church office by licensee prior to the event. Business hours are Monday through Friday, 9 a.m. to 1 p.m. If for whatever reason the licensee cannot pick up the key during business hours, arrangements may be made. Only one key will be issued to the licensee for the designated facility rental. The licensee understands that it is their responsibility to return the key to the church office within 7 business days after the scheduled event; unless other

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arrangements have been made in writing/email with the licensor. They key can be placed in an envelope and placed in the office mail slot at the conclusion of the renter's usage. In addition to the \$25 deposit, <u>non-</u> returned keys will result in a <u>\$500 fine</u> (to defray the cost of rekeying the building) due immediately and/or future rental inquires in all of the property may be denied.

#### 19. Children

<u>Children must be always supervised while on the property.</u> The licensee and their guests are responsible for the children associated with their group. Each group <u>must have policies</u> in place to prevent any potential abuse. Copies of that policy must be on file in the church office for long-term rental groups involving persons under the age of 18. Woodland Hills Community Church has a **Safe Church Policy** that applies to church-related functions and may serve as a model for renters. Copies of our policy are available online or in the church office.

#### 20. Animals

Animals are strictly prohibited from the facility at all times unless they are service companions and can provide proper documentation upon request.

# 21. Alcohol and Smoking/Vaping

Any kind of smoking and alcohol is **<u>strictly prohibited</u>** on the property. All guests are encouraged **not** to smoke anywhere in the neighborhood due to strict non-smoking policies.

# 22. Decorations

Decorations may be attached to the walls and/or doors with removable tape. Window decorations are prohibited. The licensee must make sure that decorations will not permanently damage the surface. <u>All</u> decorations must be immediately removed after the event. Any decorations left behind will be discarded and a cleaning fine may be accessed in addition to the deposit withheld.

#### 23. Noise Restrictions and DJs/Bands.

All noise volumes must adhere to city ordinances; **must not be audible 50 feet from the property. NO EXTERNAL DJs OR LIVE MUSIC SHOULD BE CONTRACTED IN CONJUNCTION WITH THE AGREEMENT.** Neither the property nor the licensor is responsible for the licensee and its guest behavior. The licensor encourages the licensee and its guests to respect neighbors in order to avoid complaints.

#### 24. Musical Instrument Use

Use of the piano, keyboards, and drums **is prohibited**, unless permission has been granted by the licensor. If granted, all instruments are expected to be stored properly and arranged in the designated area after use. Even though it is okay to rearrange furniture during time of use, musical instruments should NOT leave their designated room. The licensee understands that care for all musical instruments being used is their responsibility and if any damage is incurred, they will be held accountable.

# 25. Kitchen Use

Any equipment and furniture in the kitchen are not to be used with the usage of another room. The licensee understands that the kitchen use has an additional separate fee.

# 26. Doors, Windows, AC/Heater, and Lights.

Licensee must check that all doors and windows are closed properly, the A/C or heater are shut off after use, and that all lights are turned off before exiting the property. Additional fines will be incurred if doors, windows, AC/Heater, and/or lights are not shut off/closed.

# 27. Firearms

All firearms are strictly prohibited in all areas of the property at all times.

# 28. Security

The licensee and their guests should always pay close attention to their personal property and valuables. Neither the property nor the licensor is responsible for theft or damage to personal property. Groups are asked to be vigilant about potential intruders. If you encounter a suspicious person on the premises, please call 911 immediately and report the incident to the licensor.

# 29. Filming

The property allows filming upon request. The licensor must be informed prior to signing the agreement if the licensee intends to film. The licensee must include a brief description of filming purposes with request. Additional fees may be required.

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#### 30. Publicity

Sponsorship of an event must be clearly specified in all publicity. Non-church events shall not appear to have the church as a sponsoring organization. The users shall be required to provide, in advance, a copy of any and all advertising before it is published. The church sign is not to be covered at any time. Any event flyers that you wish to have displayed at the property must be given to the licensor two weeks prior to an event. Up to 4 copies can be displayed on bulletin boards around the property. **No flyers or posters of any kind are to be adhered to windows or doors.** If your event requires additional signage, you must receive approval from the licensor before posting any materials.

#### 31. Rescheduling by Licensor

The licensee understands that the property is a church and sometimes unexpected events will arise. Pursuant to the agreement, Licensor will give advance notice to the licensee if events need to be canceled, relocated or rescheduled.

#### 32. Right of Refusal

Woodland Hills Community Church reserves the right to restrict or refuse the rights and privileges of any person, group, and/or organization in the use of the facilities and especially any that violate these policies, as it might be construed as a danger to the facilities, or any other reason.

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#### 33. Entire Agreement

This agreement constitutes the entire agreement between Licensor and Licensee relating to the license. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect. Any amendment to this agreement shall be of no force and effect unless it is in writing and signed and dated by Licensor and Licensee.

#### 34. Courtesy Statement

"I understand that as renters at Woodland Hills Community Church we are guests in the Woodland Hills Neighborhood, so we commit to treating neighbors of the church with courtesy and respect.

Woodland Hills Community Church is proud to host many community groups and organizations. We expect that the premises are left in a neat and clean condition so that the next group using the facility does not have to clean up after someone else. If upon your arrival you find a facility left in poor condition (opened windows, messy restrooms, trash not taken out, air-units left ON, etc.), please note and report your findings to us via email, phone or by completing an Incident Report form (located in the black mailbox next to church office door) and submitting it via the church office mail slot. The party responsible will be notified accordingly.

# Please respect our facility, neighbors, and neighborhood.

LICENSEE - Renter	
Signature:	Date:
Printed Name:	_
LICENSOR – Woodland Hills Community Church Representative	
Signature:	Date:
Printed Name:	-

# III. SECTION THREE - PRICING GUIDELINES

Ongoing Use Renters: Contracts negotiated through the Church Leadership Team.

# FOR PROFIT/ONE TIME USE RENTAL FEES

# HARTER HALL

Max Capacity: 100	and \$100 Deposit
Hourly	\$80.00/hr

#### CHAPEL

Max Capacity: 35	and \$50 Deposit
Hourly	\$42.50/hr

# SMITH LOUNGE

Max Capacity: 35	and \$50 Deposit
Hourly	\$42.50/hr

# DOTY ROOM 202 OR 203

Max Capacity: 30	and \$50 Deposit
Hourly	\$37.50/hr

# KITCHEN

Max Capacity: 20	and \$50 Deposit
Hourly	\$20.00/hr

# NON-PROFIT USE RENTAL FEES

#### HARTER HALL

Max Capacity: 100	and \$100 Deposit
Hourly	\$70.00

#### CHAPEL

Max Capacity: 35	and \$50 Deposit
Hourly	\$32.50/hr

# SMITH LOUNGE

Hourly	\$32.50/hr
Max Capacity: 35	and \$50 Deposit

# DOTY ROOM 202, 203

Max Capacity: 30	and \$50 Deposit
Hourly	\$30.00/hr

#### KITCHEN

Max Capacity: 20	and \$25 Deposit
Hourly	\$15.00/hr

# FACILITY USE CHECKLIST (KEEP WITH YOU DURING EVENT)

#### IN CASE OF SAFETY EMERGENCY PLEASE CALL 9-1-1

Topanga Division LAPD: (818) 756-4800

#### Woodland Hills Community Church 818.346.0820 21338 Dumetz Road Woodland Hills, CA 91364

Business Hours: Monday - Friday, 9 a.m. to 1 p.m.

For campus assistance or in the event of a facility emergency, please call office Manager. Office Manager: Erika Hawkins | Phone: (818) 835-1204

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White lined area in front of the church is designated for **loading and unloading ONLY**! Vehicles with handicap identification may also use this space for easier access but not extended parking. Regular parking should be in the church parking lot and then on the street. Please advise members of your group accordingly.

# **Checklist**

Close all windows before leaving.

\_\_\_\_Turn off all lights.

\_\_\_\_\_Turn off any electrical appliances or equipment.

\_\_\_\_\_Return chairs and/or tables to positions as indicated on posted charts (including returning chairs to proper storage area).

We recommend taking a photo before your event to use as a reference.

Close doors firmly when leaving to be sure they are secure. Please double-check.

Pick up any trash that may have been dropped inside/outside.

\_\_\_\_Check the bathrooms to make sure the stalls, sinks, and floor are in good order.

Remove trash before leaving and place in the church dumpster behind the Sanctuary. Replace with new trash bags located in the bottom of the bins or in the kitchen in the bottom middle drawer under the serving window.

#### **KITCHEN USE CHECKLIST**

Bring your own cups, plastic ware, napkins, etc. These supplies are not furnished.

(Dishes from the church are NOT to be used unless special permission has been given beforehand.)

- \_\_\_\_Bring beverage supplies, coffee, coffee maker filters, soft drinks, etc. and condiments for coffee.
- \_\_\_\_Unplug coffee pots, toaster, etc.
- \_\_\_\_\_Wash church coffee pots before leaving.
- \_\_\_\_\_Double-check that stovetops and ovens are empty and completely off.
- \_\_\_\_\_Dispose or take-home leftover food. DO NOT leave any leftovers in the kitchen.
- \_\_\_\_\_Wipe counters sweep up litter and clean up any spills on the floor.