

First Unitarian Universalist Church of West Volusia

PROPERTY RENTAL POLICY

Goal: To assure reasonable safety and protection for 1UUCWV [hereinafter UU Deland] property and interests while making its facilities easily available to its members and accessible to the community.

Procedures: The Building Committee/Rental Agent, with the oversight of the President and/or Board of Directors, shall take the lead in scheduling and administering the process for individuals or groups using the church property. The Board sets property use policy, fees, approves exceptions or waivers and addresses disagreements or disputes.

Policies:

1. Any use of UU Deland property that is not an official function of the church is subject to an application process and an approved use/rental agreement. When scheduling the use of property, the church activities and functions shall have priority over other individuals, groups or organizations. UU Deland affiliated groups have individual agreements with UU Deland regarding property use. All events must be posted on the church calendar in the Social Hall and submitted to the online calendar administrator. Events should not interfere with other prior scheduled events on the calendar. The board has the final authority over scheduling.
2. Rental space is based on availability and the Board reserves the right to refuse rental space to anyone or any group without having to state a reason. Persons applying for use of the property must be at least 18 years of age. The President/Designee may implement and enforce rules or conditions for the use of the property at any time to assure the safety of users, protection of property and appropriateness of activities and/or use.
3. Property rental rates are available on our Rental Rate Schedule (p.3) and can change, however, the rate published at the time of the contract will be the rate honored if rates should change before the scheduled event happens.
4. Use of UU Deland property for any unlawful purpose or against any church rules or policies will be cause for the immediate termination of renter's use of facilities or property.
5. Use of UU Deland's name, logo, telephone, email or url to imply sponsorship or endorsement in any advertising, promotion or press releases is not permitted, unless authorized by the board president/representative or otherwise required by the negotiated terms of rental. Renters will specify in any publicity that "meetings are held at First Unitarian Universalist Church of West Volusia or UU Deland" rather than using language which may imply there is sponsorship or affiliation with UU Deland.

6. The promotion of a partisan political position or candidate shall not take place on any part of the property nor shall any information promoting one political candidate or partisan position be displayed or distributed on the property.
7. The UU Deland campus is a tobacco/vape free zone.
8. Rental groups/individuals using the facility may SERVE alcoholic beverages (beer and/or wine only) provided they have given a Certificate of Liability with Liquor Liability Insurance Rider (Min. \$1 Million) to the church prior to the event that names UU Deland as an insured. Alcoholic beverages may be served only in the Social Hall. ALL ALCOHOL MUST BE REMOVED FROM THE PROPERTY AFTER THE EVENT.
9. Any use of UU Deland property shall be supervised appropriately by adults (age 18 or older). Activities involving minors on UU Deland property shall have a sufficient number of adults to the number of minors.
10. Only service dogs (ADA) are permitted in the building.
11. UU Deland does not guarantee the operation of its plumbing, heating or electrical systems and will incur no liability in connection with any failure of those systems.
12. Individual or Group users agree to indemnify fully and hold harmless UU Deland, its officers, employees, and agents, from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of or consequent upon use or occupancy of the facility by User, its officers, employees, agents, guests, invitees, the performers or artists it brings in for performances, or consequent upon or arising from User's failure to comply with any laws, statutes, ordinances, codes, rules or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property, or occurring due to defamation, copyright, infringement, or otherwise.
13. Ongoing (regular, repeat users) of UU Deland facilities must obtain and maintain during the term of Agreement public liability insurance issued by a company authorized to provide insurance in this State in the amount of \$1,000,000 to cover personal bodily injury and wrongful death, as well as property damage liability insurance in the amounts to be agreed upon by the parties in advance. The insurance shall cover all of the User's operations and activities under this Agreement, with no exclusions or deductibles. UU Deland shall be named as additional named insured on each policy.

Rental Rate Schedule				
Room Space 1-4 hours <i>Rental fee shall include time for set-up and clean-up</i>	Member UU Deland Rite of Passage Ceremonies	Member of UU Deland for personal, private group, or non-profit use	Non-Profit Organization	Private Individuals
Sanctuary \$200	\$50 security/cleaning deposit	\$100 plus \$200 security/cleaning deposit	\$100 plus \$200 security/cleaning deposit	\$200 plus \$200 security/cleaning deposit
Social Hall \$100 <i>Includes Kitchen</i>	\$50 security/cleaning deposit	\$50 plus \$150 security/cleaning deposit	\$50 plus \$150 security/cleaning deposit	\$100 plus \$150 security/cleaning deposit

Security Deposit / Rental Fees

1. Negotiable Space & Rates: Concerts, Weekly Events, Affiliated Groups
2. The security deposit of \$200 and one half of the rental fees as outlined in the rate Rental Rate Schedule are due at time of signing the contract. The security deposit will be returned after an assessment of the condition of the building at the end of the contracted rental period. If a check is used, the check can be held until the completion of the contract, if so desired by the renter. All costs resulting from returned checks will be assumed by the renter.
3. The remainder of the fees is due 14 days prior to the event.
4. If rental arrangement is made within two weeks of the scheduled event, all security deposits and fees are due at the time of signing.
5. The use of AV equipment or piano would need approval and require a non-refundable AV/piano fee of \$125 be paid at the time of signing the contract. A member of the UU Deland AV team will supervise or run the AV equipment.
6. Checks should be made payable to First Unitarian Universalist Church of West Volusia, and mailed to 116 Clara Ave., Deland, FL 32721 or placed in our locked postal drop box located outside the social hall.
7. If UU Deland cancels the event prior to receipt of the balance of payment for any reason other than termination due to failure to comply with the terms of the rental agreement, the deposit will be returned. The UU Deland will incur no other liability as a result of any such cancellation.
8. Any cause beyond the control of the church, which renders the building unrentable, necessitating cancellation of the event by UU Deland, will result in all fees being refunded with no further liability by the church.

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First Unitarian Universalist Church of West Volusia

116 South Clara Avenue, Deland, FL 32721
Phone 386-232-8433 - firstuofwestvolusiadeland@gmail.com - uudeland.org

Contract and Policy for Use/Rent of Church Property

Organization/ _____

Phone (day/cell): _____ Email _____

Address: _____

Name of renter/contact person: _____ (18+) Phone: _____

Type of Event: _____ Open to Public yes no

Renter agrees to not use the premises, or permit the premises to be used, for any business except as stated in this contract.

Not-for-Profit: Yes No (If yes, please provide a copy of 501-C3 or other documentation)

Event duration: One-time Short term recurring Ongoing Event time: _____

To include setup and cleanup

If short term recurring or ongoing, how often and day(s) of the week: _____

Event date: _____ Begin/end dates for recurring/ongoing: _____

Estimate # of people: _____ Space: Sanctuary (seats 75-100) Social Hall (40-50)

includes kitchen

Check all that apply: Serving food Serving alcohol Use of kitchen Use of deck Use piano

AV *Alcohol Policy attached*

User agrees to the total rental & security fee of \$ _____. One-time user, security deposit and one half of the rental due at signing of contract. \$ _____ The remainder of the fees is due 14 days prior to the event.

Indemnification: Individual or Group users agree to indemnify fully and hold harmless UU Deland, its officers, employees, and agents, from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of or consequent upon use or occupancy of the facility by User, its officers, employees, agents, guests, invitees, the performers or artists it brings in for performances, or consequent upon or arising from User's failure to comply with any laws, statutes, ordinances, codes,

rules or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property, or occurring due to defamation, copyright, infringement, or otherwise.

Please initial here _____ to show that you have read and understood this statement.

Insurance: Ongoing (regular, repeat users) of UU Deland facilities must obtain and maintain during the term of this Agreement public liability insurance issued by a company authorized to provide insurance in this State in the amount of \$1,000,000 to cover personal bodily injury and wrongful death, as well as property damage liability insurance in the amounts to be agreed upon by the parties in advance. The insurance shall cover all of the User’s operations and activities under this Agreement, with no exclusions or deductibles. UU Deland shall be named as additional named insured on each policy.

Please initial here _____ to show that you have read and understood this statement, and that you have the required insurance.

Copy of insurance attached: ___/___/___ Received by: _____

I understand the policies and procedures governing the use of UU Deland facilities and grounds, and agree to abide by them. I also understand that I am responsible for any damages to the church, grounds, or furnishings that may occur during this event. I agree to forfeit the deposit and pay any additional cleaning costs if the renter responsibilities are not followed.

Print: Name of Renter	Signature	Date
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Print: Name of Building Representative	Signature	Date
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Rental Rules and Responsibilities

- No signage may be placed on church property without previous permission.
- The property is equipped with a video locking system. Access will be scheduled by the Rental Agent for the contracted time period and a code issued to renter. Under no circumstances should the doors be propped open, except for loading and unloading.
- Rental fee includes the use of only the assigned space(s) and outside grounds.
- Thermostat in sanctuary and social hall are scheduled remotely. Call Rental Agent to adjust temperature.
- UU Deland campus is a tobacco/vape free zone.
- Activities involving minors on UU Deland property shall have supervision by a sufficient number of adults to the number of minors.
- Only service dogs (ADA) are permitted in the building.
- Parking is limited Monday - Saturday from 7:30 a.m. - 6:00 p.m. due to a parking contract with the United States Post Office. Overflow area parking is available with limited space.
- The use of rice, bird seed, confetti, paper rose petals, or the release of balloons inside/outside are NOT permitted. Bubbles are allowed outside.
- Existing wall hangings and decoration in the church shall not be disturbed without permission.
- No attachments such as tape, tacks or nails shall be made to any walls, beams, ceilings, carpet or floors.
- Open flames are not permitted, except with prior approval and as part of a religious ceremony. Renter shall provide and use dripless candles if approved. No incense or smudging is permitted.
- Use of the kitchen does NOT include food, coffee/coffee supplies/beverages, linens, dishes, utensils, disposable paper/plastic items. Renters are expected to bring their own food, beverages, paper supplies etc. Coffee makers and microwave may be used. NO garbage disposal in sink.
- Clean kitchen and food service areas, clean restrooms, sweep/vacuum all floors related to rental and damp mop any areas where spills have occurred. Remove all leftover food/beverages/drink containers. Cleaning supplies in the hallway closet by Social Hall.
- Renter is responsible and must return carpet to its condition at the start of the event.

- o All trash both inside and outside shall be placed in plastic bags, supplied by the renter. At the conclusion of the event, all trash must be removed from the premises by the renter.
- o NO food or drink is allowed in the Sanctuary. Water is permitted.
- o Tables and chairs may be used and rearranged as needed, wipe clean before returning to original position.
- o Rental groups/individuals using the property may SERVE alcoholic beverages (beer and/or wine only) provided they have given a Certificate of Liability with Liquor Liability Insurance Rider (Min. \$1Million) to the church office prior to the event that names UU Deland as an insured.
- o Alcoholic beverages may be served only in the Social Hall. All bottles, cans, glasses, unused beverages must be removed at the end of the event.
- o The individual/organization renter shall continuously supervise the service of alcoholic beverages and follow our Alcohol Policy.

If these rules and regulations are not adhered to, the renter may forfeit the right to use the property and the event may be terminated by the UU Deland. Further, the UU Deland reserves the right to remove any person or group deemed a nuisance or threat to the UU Deland or the public.

Questions or problems, contact the Rental Agent:

_____ Phone: _____

I have read the Renters Rules and Regulations for rental, and agree to comply therewith.

Renter Signature: _____ Phone: _____ Date _____