

**ALLEN TEMPLE BAPTIST CHURCH
FACILITY RENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between **Allen Temple Baptist Church**, a California non-profit corporation as **“Operator”** and _____
_____, hereinafter known as

“Applicant”.

The parties hereby agree as follows:

1. Permission is hereby granted to the **Applicant** to use, upon the express terms and conditions provided herein, that portion of the **Allen Temple Baptist Church (Church)** situated at **8501 International Boulevard, Oakland, California** described as _____

“Premises”) on _____
during the hours of _____
for the sole purpose of _____

2. **Applicant** agrees to pay, by certified check or money order, the total rental sum, (including any incremental costs for services or amenities) of _____ Dollars (\$ _____) on or before _____, which is at least 30 days before the date of the event.
3. **Applicant** agrees to pay, by certified check or money order, a security deposit (equal to **25%** of the room rental rate or not less than **\$100**) in the amount) of _____ Dollars (\$ _____) on or before _____, which will be credited against the rental due.
4. **Applicant** agrees the security deposit, minus an administrative fee, is refundable only if the **Applicant** cancels the event 30 calendar days before the scheduled event. The administrative fee equals **50%** of the paid security deposit.
5. **Applicant** agrees that if the event is canceled less than 30 calendar days before the scheduled event, the security deposit is non-refundable.
6. **Applicant** agrees to pay for any expenses resulting from the **Applicant’s** cancellation of the event.
7. **Applicant** agrees that it shall at all times save harmless and indemnify the **Operator**, its agents, employees and officers, against all actions, claims, demands, causes of action, liabilities and damages of every nature, kind and description whatsoever together with related costs and expenses (to include without limitation attorney’s fees) which concern any and all person or persons and/or property and which may in any manner be imposed on, or incurred by the **Operator** as a consequence of, or arising out of, any act, errors, defaults, omissions or negligence on the part of any person or persons whatsoever (excepting therefrom negligent acts, errors, defaults or omissions on the part of the

Operator), in connection with the use of the **Premises** by **Applicant** or persons authorized by **Applicant**, its agents, employees, and independent contractors.

8. The **Applicant** shall, at its own expense and during all times during which it occupies or uses the **Premises**, maintain and carry (a) comprehensive liability insurance with a California approved insurance company with a best rating of A+4, or a non-admitted company with a rating of A+6, on an occurrence basis with a combined single limit policy of **not less than \$1,000,000.00** as to each occurrence for bodily injury, death and/or personal injury sustained or alleged to have been sustained by any and all person or persons, and a combined single limit policy of **not less than \$1,000,000.00** as to each occurrence for property damage sustained or alleged to have been sustained by any and all person or persons (to include without limitation, **Operator**), (b) worker's compensation insurance as required by law, and (c) employer liability insurance with limits of **not less than \$1,000,000.00** for any one occurrence. The above referenced comprehensive general liability insurance shall include coverage for contractual liability insuring all of the obligations assumed and undertaken by **Applicant** pursuant to this Agreement. All of the forgoing policies shall be endorsed to include **Allen Temple Baptist Church**, its agents, officers and employees an additional insured and to stipulate that the insurance so afforded will be primary insurance and that any insurance carried by **Operator** shall be excess and not contributory insurance. If the law shall at any time specify any additional or other forms of insurance or higher limits that specified herein, **Applicant** or other forms of insurance or higher limits than specified herein, **Applicant** shall, at its sole expense, procure insurance coverage to comply therewith. Before **Applicant** shall be entitled to use or occupy the **Premises** and **not less than 30 days** before the event, **Applicant** must first furnish the **Operator** with certificates of insurance from approved insurance companies evidencing that all of the foregoing insurance is in force and will not be **canceled without 10 days prior notice** to the **Operator**. The requirement of **Applicant** to procure, carry and maintain insurance, as set forth above, shall not be in derogation of any other provision of this Agreement.
9. **Applicant** agrees that failure to timely provide a certificate of insurance will cancel your event and your security deposit, minus the administrative fee, will not be refunded if canceled **less than 30 days before** the event date.
10. **Applicant** shall be required to pay for sufficient security and guard protection so as to insure the safety of the public, and the **Premises** at all times during which the **Premises** are used and/or occupied by **Applicant**, or by persons authorized by the **Applicant**. **Operator** reserves the right to and shall have authority to determine a reasonable number of guards which it deems to be necessary for a particular event.
11. **Operator** shall have the right to enter and inspect **Premises**, and any portion thereof, at all times.
12. Sales of beverages and food stuffs shall not be permitted without the express permission of the **Operator**.
13. **NO ALCOHOLIC BEVERAGES** or illegal substances allowed on the **Premises** at any time. Violation of this provision cancels this Agreement and forfeits any monies paid.
14. The driving of nails, tacks, pins and similar items in the floor or in any wall, ceiling, partition, door, window casing, or any other wood work or other portion of the **Premises**, or any other changing or movement of any fixture of the **Premises** without the prior written consent of the **Operator** is prohibited. No stand, platform, booth, electrical work, partition, railing, enclosure, overhead structure or other structure shall be erected by

- Applicant** unless a plan and a description of same is filed with, and approved in writing by the **Operator**.
15. **Applicant** shall vacate the **Premises** and remove therefrom all personal property, including all debris, rubbish, boxes, broken wood similar items within the period of time for which the **Premises** is hereby rented. **Applicant** shall insure that all booths, exhibits and similar items are removed.
 16. **Applicant** agrees that if the **Premises** are occupied or used for such purpose or any other purpose beyond the time the rent has been or is required to be paid, the excess time shall be paid for by **Applicant** in accordance with the established rates of **Operator**, or if none, on the same hourly basis as the rental provided for herein.
 17. The lights in the **Premises** may be shut off at the hour of the time for which rent has been paid expires, unless arrangements are made in advance of that hour for the payment of additional rents for the additional time. The **Applicant** understands that clean up time is included as part of the ending time for this event. The **Applicant** understands and agrees to any additional overtime that may be incurred for additional time.
 18. The **Applicant** acknowledges they have inspected the **Premises** and acknowledges that the **Premises** are in first-class condition and fully fit and suitable for the purposes for which they are requested.
 19. In the event of destruction of the **Premises**, or any portion of it by fire, national or local calamity, theft, vandalism, act of God, or any unforeseen occurrences caused beyond the **Operator's** control, including strikes or lockouts, which shall render the fulfillment of this agreement impossible or impracticable, **Operator** shall not be held legally responsible by **Applicant** for any damages caused thereby.
 20. If the **Operator** determines that the use to which the **Premises** shall put by the **Applicant** will be improper, incendiary, or dangerous to the public health, safety, morals or will or is likely to endanger or deteriorate the **Premises** or any part thereof by fire, water or other means of any nature, or if **Applicant** violates the provisions hereof, then and in that event, **Applicant** agrees that the Agreement may be summarily canceled by **Operator** without any notice whatsoever to **Applicant**. Notwithstanding the foregoing, the **Applicant** shall be notified as soon as is reasonably possible after the **Operator** has ordered such cancellation. In the event of cancellation of this Agreement, including any right or privilege covered herein, **Applicant** agrees and understands that no liability whatsoever shall attach to the **Operator** by reason of such cancellation. The **Operator** reserves the right to cancel any event upon receipt of information that the facility cannot adequately accommodate the size of the crowd or the required security.
 21. The performances or events given or activities to be conducted by **Applicant** shall conform to all the laws and ordinances of City, State and National governments. If **Applicant** is prevented from conducting or completing its activities, performances, or events because of violations or alleged violations of any law, rule or regulation, **Operator** shall nonetheless be entitled to retain any sums paid hereunder and be paid any sums due hereunder.
 22. **Applicant** agrees there shall be no segregation or discrimination practiced on the **Premises** because of race, color, creed, religion, sexual orientation, marital status, national origin, ancestry, AIDS, against any participant or against any patron as to admission to, or seating in the **Premises**.

23. **Applicant** agrees that it and all persons authorized by it to use or occupy the **Premises** shall abide by and conform to the policies, procedures, rules and guidelines concerning the operation and use of the **Premises** during the term of this Agreement. **Applicant** will pay for all breakage or damage to property caused by **Applicant's** event.
24. Should the **Applicant** breach, or otherwise fail to fulfill the terms of this Agreement, then the Agreement shall be null and void, and **Applicant** shall forfeit all sums of money paid in advance on account of the use of the **Premises**.
25. This Agreement may, upon mutual consent of the parties, be modified, in writing at any time. Additional written modifications and provisions may be attached to this Agreement, and when signed by appropriate persons, shall be binding on the parties.
26. No birdseed, rice, confetti, nor flower petals may be thrown at any event.
27. **Applicant** acknowledges that it has been furnished with a copy of the Policies, Procedures, rules and regulations governing the use and occupancy of the **Premises**, and further acknowledges that it has read such rules and regulations and agrees to be bound by the terms and provisions thereof. Such rules and regulations shall be incorporated herein, in full, by the reference and the terms and conditions of this Agreement shall control if there is a conflict between any term and provision of this Agreement and the rules and regulations.
28. In the event any action shall be brought by any party hereto to enforce any term or provision of this Agreement, the prevailing party, as determined by the trier of fact in such action, or in a separate action brought for that purpose, shall be entitled to recover reasonable costs and counsel fees incurred.
29. The failure of any party hereto to seek redress for violation of, or to insist upon strict performance of any provision of this Agreement shall not prevent or dilute such party's right to insist later upon such performance of the same or a similar provision or to have redress for the same or a similar violation.
30. If any provision of this Agreement is held by a court of competent jurisdiction to be either void, invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding.
31. If the **Applicant** consists of more than one person, partnership or entity, responsibility and liability hereunder for the performance of all of the terms and provisions of this Agreement shall be joint and severable as to such persons, partnerships and entities.
32. The laws of the State of California shall govern this Agreement.
33. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. Each party has relied or is relying on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, duties and covenants in this Agreement itself.
34. Nothing in this Agreement shall construe the **Operator** in any way to be a partner, joint venture or associated in any way with the **Applicant**.
35. At all time during which the **Applicant** is using or occupying the **Premises**, **Applicant** shall comply fully with all laws, orders, regulations and statutes of all governmental

bodies and agencies with respect to safety, accident prevention, safety equipment and practices as well as any accident prevention or safety provisions of **Operator**. The parties shall determine and insure that safe conditions exist and accept responsibility for providing a safe place for the benefit of employees, patrons and all other persons.

Date: _____
APPLICANT

Date: _____
ALLEN TEMPLE BAPTIST CHURCH

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Calif DL: _____

Address: _____

(SEAL)

Checklist - The **Applicant** acknowledges receipt of the following:

- Rental Application
- Policies and Procedures for Meeting Space and Facility Rental
- Rental Agreement

Deposit Receipt # _____

Amount \$ _____