



Shepherd of the Hills Lutheran Church

401 Grizzly Peak Blvd. Berkeley, CA 94708
(510) 524-8281 | www.sothb.org | office@sothb.org

BUILDING USE AGREEMENT (Long-term)

Applicant _____

Federal I.D./Nonprofit No. _____

Purpose of activity _____

Contact person: Name _____

Address _____

City _____

Phone _____ e-mail _____

Room(s) to be used _____

Date(s) _____ Time _____

Donation to cover Shepherd of the Hills premises, utilities, maintenance, depreciation will be \$_____ payable the first of each month.

CONDITIONS FOR BUILDING USE

1. In case of emergency, applicant is responsible to call 911. If at anytime, you smell natural gas, applicant is responsible to call PG&E (800-743-5000) and report the leak. After these emergency steps are taken, then the applicant should call the Shepherd of the Hills representative.
2. If applicant does not qualify as a non-profit organization and taxes are levied against Shepherd of the Hills as a result of this building use, applicant agrees to reimburse Shepherd of the Hills for the taxes.
3. No smoking is allowed on the premises.
4. Only the following alcoholic beverages may be served: wine, champagne and beer in bottles and cans. NO HARD LIQUOR OR BEER KEGS.
5. Applicant is responsible for the orderly conduct of its members while on the church premises.
6. Applicant agrees that all activities permitted by this application will comply with federal, state, and city health, fire and safety codes.
7. Applicant agrees that no political activities, either partisan or non-partisan, will be conducted on church premises.

8. Applicant agrees that no fund-raising for any cause, either social or political will be conducted on church premises.
9. Applicant agrees to report any breakage or damage of church property to the church office. Failure to do so may result in the immediate cancellation of this agreement.
10. Applicant agrees to reimburse Shepherd of the Hills for any damage to church furnishings, equipment or buildings.
11. Applicant agrees to use only the rooms specified in this agreement.
12. Applicant agrees that no exterior signs may be attached or installed on church premises or buildings without permission of the church office.
13. Applicant agrees that use of the parking lot is granted only when the church does not need it for its own functions or worship services.
14. Applicant agrees that when their activities in the building are over, they are responsible for turning off the heat and lights, locking all doors and windows, returning equipment to its proper location, and removing garbage and waste materials from the building to the proper containers.
15. Applicant agrees to all public liability requirements listed on page 3.
16. Other conditions of this agreement shall include:

PUBLIC LIABILITY REQUIREMENTS

The following paragraphs are part of the **BUILDING USE APPLICATION and AGREEMENT** between Shepherd of the Hills and

Applicant: _____

Indemnity

Applicant shall hold harmless, indemnify and defend Shepherd of the Hills and its agents and employees against all claims, demands, actions for loss, liability, damage, cost, expense and attorney's fees resulting from injury or death to any person or damage to property of any person or organization while in, upon or connected in any way with the premises during the term of the Agreement or any occupancy thereunder from any cause whatsoever except the sole negligence of Shepherd of the Hills.

Waiver

Shepherd of the Hills shall not be liable to Applicant for any damage to Applicant's property or for injury to any member of Applicant's organization from any cause, and Applicant waives all claims against Shepherd of the Hills for damage to person or property arising for any reason.

Insurance

Applicant, at its cost, shall maintain public liability and property damage insurance from a company satisfactory to Shepherd of the Hills with liability limits of not less than \$1,000,000 per occurrence and property damage limits of not less than \$50,000 per occurrence, with an aggregate coverage of \$1,000,000 insuring against all liability of Applicant and its authorized representatives arising out of and in connection with Applicant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Applicant of the Indemnity provision of this Agreement and shall insure the contingent liability of Shepherd of the Hills. Applicant shall file with Shepherd of the Hills a written certificate of insurance obligating the insurance carrier(s) to notify Shepherd of the Hills in writing prior to any cancellation of Applicant's policy and Applicant agrees that if Applicant does not keep such insurance in full force and effect, this Agreement shall be deemed to be cancelled immediately.

Attorneys' Fees

If either party becomes a party to any litigation concerning this Agreement or the premises, by reason of any act of omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

The undersigned has read and agreed to the conditions of this BUILDING USE AGREEMENT:

Applicant _____ Date _____

Shepherd of the Hills _____ Date _____

_____ Date _____

FOR CHURCH USE ONLY:

Authorized by _____
Shepherd of the Hills Building Use Committee

Date _____