



# Nourishing Spirits Center

Resources for the mind ♦ heart ♦ body ♦ soul

808 Foothill Blvd., La Canada CA 91011

On the lower campus of St. George's Church

[www.nourishingspirits.center](http://www.nourishingspirits.center)

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## FACILITIES USAGE AGREEMENT

St. George's Episcopal Church ('the Church') has established the Nourishing Spirits Center ("NSC") in its lower campus as a place where corporations, individuals and organizations may rent space for classes, meetings, lectures, and other appropriate events. The Church welcomes the use of the NSC for purposes that benefit the community whether or not those purposes are religious. However, the NSC may not be used in a manner that is inconsistent with or harmful to the mission, program and compassion of the Church, nor the Preschool also housed on campus. The Church reserves the right, in its sole discretion, to determine what proposed uses are appropriate.

**A signed copy of this agreement must be included with your deposit to reserve your date.** If you fail to comply with any provision of this agreement, the Church may terminate this agreement without refunding your deposit.

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### Standards of Conduct and Behavior

The NSC is located on a campus that also hosts a church and a preschool. Even at odd hours, prospective preschool parents or people interested in the church are often on campus; as are people in crisis who have come by for prayer or counseling, or people on a bad day looking for an AA meeting.

**Please be aware of the potential for these people's presence on campus, and act with appropriate sensitivity.**

Residential neighbors live near the campus; no amplified sound, generators or loud noises of any kind are allowed outside; no bright lights are allowed at night.

Discrimination of any kind is prohibited; any form of mistreatment or exclusion or from participation in the event, based on the person's race, color, national origin or ancestry, creed, political affiliation, age, sex, marital status, disability or medical condition, will be cause for forfeit of use of the space, and all associated fees.

## Responsibility for the Event

1. You will be solely responsible for conducting your event at the NSC.
2. The Church will have no responsibility for the content of any event you conduct at the NSC.
3. Reservation and use of the space is non-transferable to other groups/individuals.
4. The signer of this agreement must be physically present at and throughout the entire event, including set-up and clean-up times.
5. If a key is borrowed, the key must remain in the sole possession of the signer of this agreement, who by borrowing the key agrees to both unlock and lock all doors, including the door to the restrooms.

## Liability Insurance; Indemnification

1. You must have a minimum of \$1 million of liability insurance that protects you and the Church with respect to any event held at the NSC. You must provide the Church with evidence that NSC is covered as an additional named insured on a liability policy providing this protection before you may use the NSC. An existing policy in your name may be used (see paragraph 1(a) below) or you may purchase event insurance through the Tenant Users Insurance Program described in paragraph 1(b) below.
  - a. **Use of an Existing Policy.** Homeowners and other policies often include comprehensive personal liability insurance, so your existing policy may suffice **if** the Church is named as an additional insured. Please confirm with your agent that the interests of the Church are protected by **NAMING THE CHURCH AS AN "ADDITIONAL INSURED."** A certificate of insurance, including an Additional Insured Endorsement, must be provided to the Church office along with this agreement. If you propose to use your own insurance, you guarantee that the coverage will be maintained in full force and effect during the term hereof in an amount of not less than \$1,000,000.
  - b. **Tenant Users Insurance Program ("TULIP").** If you do not provide insurance coverage through your own policy, you may satisfy the insurance requirement by purchasing a TULIP event policy. A TULIP event policy will automatically be issued in an amount of \$1,000,000 and will automatically name the Church as an additional named insured. To purchase a TULIP policy: (1) go to <https://www.ebi.ins.com/tulip>, which will direct you to a web page in the name of One Beacon, (2) on the home page click on the box "Purchase or Quote", (3) in the box for "venue name" enter "Episcopal Diocese of Los Angeles", (4) from the drop down venue options select "St. George's Church - 808 Foothill Blvd", (5) select the type of event you will hold, (6) click "Next" and answer the questions that appear, (6) select the date or dates for your event, (7) provide a name for your event and answer the other questions on this web page, (8) click "Get Quote," (9) complete the information on the web page that appears with your quote, (10) click "Next" and complete the confirmation page, and (11) click "Next" and make payment. You may direct questions regarding the TULIP policy to the carrier by calling 800-507-8414.
2. You assume full financial liability and responsibility for any personal injury or damage to or loss of property (including damage to or loss of property belonging to the Church) and for any accident or injury incurred by you or your guests during or related to your use of the NSC. You agree to be liable for all claims for personal injury or property damage arising out of or relating to your use of the NSC. You agree to indemnify and hold harmless the Church, its agents, officers and employees from and against any and all liability, loss, cost or expense including reasonable attorneys' fees, arising out of any action or proceeding resulting from personal injury or accident or loss of or damage to property resulting from or related to attendance and usage of the NSC by you, your members, agents, employees, or guests.

## Extent and Limits for Use of the Space

1. Your rental fee entitles you to use of the NSC room and kitchen space **only**. There are restrooms located off the far end of the lower parking lot, and of course you and your guests may park in either the upper or lower parking lot, but all other rooms and areas of the church campus are off limits, unless you've made prior arrangements to use additional space.
2. Onsite cabinet space may be reserved for storage for recurring events; please do not use or borrow materials from any of the other storage cabinets, used and stocked by other groups.
3. The NSC is a happy home for 2—5-year-olds during much of the day, Monday-Friday; and sometimes, they'll be the next people to use the space after you. Please don't leave dangerous or inappropriate stuff around.
4. To safeguard the preschool's licensing and insurance, as well as for reasons of common sense and decency, people not connected to the preschool may not enter any of their classrooms, nor play on the playground equipment, without express written advance permission.

5. The Memorial Garden, upstairs and on the other side of the east parking lot, is holy ground, with human remains buried in its niches. This area must be treated with absolute respect.

### **Publicity**

1. Any posters, invitations, or other publicity, including news, may indicate that the event will be held at the NSC located at the Church but may not indicate that the Church sponsors or endorses the event or your organization.
2. Use of the NSC or Church logo, in either print or digital form, is prohibited without advance written permission.
3. Signs are prohibited outside Church buildings unless approved in advance.
4. All balloons, streamers and other outside decorations must be removed at the end of your event.

### **Fire Regulations; Smoking**

1. Furniture must be arranged to provide adequate aisle clearance for egress requirements.
2. Smoking (including e-cigarettes) is not permitted indoors, **anywhere** on Church property. If you smoke outdoors, please do so at a considerate distance from doorways and non-smokers.
3. Burning of candles or incense, or use of any form of open flame, whether indoors or outdoors, is prohibited without advance written permission by the Church.

### **Alcoholic Beverages**

1. The sale of alcohol, whether for consumption on- or off-site, is strictly prohibited.
2. The serving of alcohol is likewise prohibited at any event.

### **Food, Catering and Vendors**

1. At your request on the Intake Form, the Church will provide coffee and tea for up to ten people; to serve coffee and tea to any more than ten people, you may pay an additional fee, or make your own arrangements.
2. You are responsible for providing any other food or drink for your event.
3. The NSC has a small warming kitchen, which you are welcome to use to prepare simple snacks, desserts and beverages. It is not set up for full meal service. For a small fee, the Church will provide paper and plastic goods as you request on the intake form.
4. You may not use food, drinks or supplies stored at the NSC; these items are the property of the Church and its preschool and are used for Church and preschool functions.
5. You are responsible for leaving the kitchen clean and neat.

### **Setup**

1. You are solely responsible for all setup, including providing adequate time for rented furniture, decorations and other items to be set up for meetings, shows or other special events. The delivery of the above must be coordinated with the Church.
2. Please see the reverse side of your Intake form, to request any available furnishings or AV equipment. An additional fee may be charged for equipment rental, or if you request that our sexton set up some or all of the requested furnishings for your event.
3. You are responsible for providing all other supplies and materials for your event.
4. The Church will not accept delivery of, or be responsible for cleanup of, decorations, flowers, etc.
5. You are responsible for any security arrangements.
6. Nails, staples, tacks, tape and other adhesives may not be used on walls, windows, or wood areas.
7. Wireless internet is available at the NSC; request the guest password from the office.

### **Cleanup**

1. You are responsible for cleanup.
2. At the end of your event, you will ensure that the doors to the NSC are securely locked and all windows are closed. If you have borrowed a key, you must return the key within 3 days following your event.
3. You will be responsible for repairing any damage to the NSC or other Church property (including, but not limited to, carpet stains from food, wax, etc., tears, damage to tables, chairs, walls or windows).
4. Before leaving the NSC all counters and tables shall be wiped clean, and all written materials and plant materials, dirt, and/or other debris shall be placed in waste containers.
5. All equipment, furnishings, decorations, display material or other supplies furnished by you are to be removed immediately by you upon the conclusion of your event, leaving the NSC in a clean and orderly condition.

6. You are responsible for cleaning up and depositing all debris and trash in the receptacles located at the NSC. (The Dumpsters are located at the far side of the church building, in the east parking lot.)
7. The Church is not responsible or liable for materials, equipment, gifts or property of any kind left at the NSC after the event.
8. If you fail to clean up the NSC satisfactorily or damage the NSC or any other Church property, the Church may have the facility cleaned and/or repaired. If such costs are less than or equal to your security deposit, they will be deducted from that deposit. If such costs are greater than your security deposit, you will pay the Church an amount equal to such additional costs within ten (10) working days of receipt of an invoice from the Church.

### **The Church's Rights**

The Church reserves the following rights:

1. To determine whether a proposed use of the NSC is appropriate.
2. To cancel any scheduled event, due to an emergency. Every effort will be made to move your event to another area of the campus, acceptable to you; if this cannot be done, all payments and deposits will be refunded in full.
3. To enter the NSC, including during your event, without notice, for the purpose of inspection, repair, maintenance or emergency.
4. To eject any unruly, disruptive or objectionable person from the NSC and/or other Church property and to refuse admission to any person, all without any liability on the part of the Church, without notice to the rental client.
5. To authorize or disallow the transportation or location of any materials, equipment, or apparatus brought onto the premises.

### **Reservations**

When requesting to rent the NSC, full information must be provided concerning the type and purpose of the event, name of individual or organization responsible for payment of fees, time of event, number of guests, etc.

1. An original or facsimile copy of this agreement is to be completed, signed by you and returned to the Church along with 50% of the rental fee, a damage deposit (if required), any applicable permits, and proof of insurance (see below).
2. Two weeks prior to your event, you must inform the church of any and all needs and times for set-up, furnishings, vendor deliveries etc.
3. Closer than two weeks prior to your event, if you change the date or cancel your event, you will be charged a fee equal to 25% of your rental fee. Your damage deposit will be returned to you, and you will need to resubmit it, as well as sign a new agreement, if you hold your event at a later date.

### **Damage Deposit**

1. Whether or not to refund your damage deposit is subject to the Church's determination as to whether any such refund is owed to you, which determination shall be final absent manifest error by the Church.
2. Failure to comply with any of the above terms and conditions will result in deduction or full loss of the damage deposit.
3. Any and all damage to the NSC or the Church's other property is your responsibility. You shall pay for any damages within ten (10) working days of submission of an invoice by the Church.
4. Any refund from the damage deposit will be sent to the Organization or the Contact listed below.

I/We the undersigned, have read and agree to this agreement for rental events at the NSC. I/We understand that this agreement is not valid unless a signed copy has been received and countersigned by the Church, the Church has received 50% of the rental fee, and the Church has received proof of insurance.

I/We understand that the provisions set forth above are to be strictly followed by all parties associated with this event and that the Church is not responsible for the actions of any party involved with this event.

\_\_\_\_\_  
Client/Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Saint George’s Episcopal Church

\_\_\_\_\_  
Date

The signed contract, term and conditions, insurance, all payments, information and inquiries should be directed as follows:

The Nourishing Spirits Center  
c/o St. George’s Episcopal Church  
808 Flintridge Boulevard  
La Canada Flintridge, CA 91011  
(818) 790-3323  
[info@nourishingspirits.center](mailto:info@nourishingspirits.center)