

# Niles Discovery Church

## Facilities Use Request Form

**Please Select Program Type:**

Church /  Partner /  Renters (Non-Profit/Other Exempt)

*Complete a hard copy of this form, sign it in the required places, and send it to:  
Office Administrator, Niles Discovery Church, 36600 Niles Blvd., Fremont, CA 94536*

Before submission be sure all information is completed in full, including 2 points of contact. Please allow up to 4 weeks for processing of a Church or Partner Program Request and 6 weeks for a Rental Program Request.

Name of Program: \_\_\_\_\_

Date of Facilities Use: \_\_\_\_\_ Set-up starting at: \_\_\_\_\_ Program begins at: \_\_\_\_\_

Program ends at: \_\_\_\_\_ Clean-up finished by: \_\_\_\_\_

If this is a recurring program explain frequency of recurrence: \_\_\_\_\_

\_\_\_\_\_

Purpose of Use: \_\_\_\_\_

\_\_\_\_\_

Sponsoring Organization/Person: \_\_\_\_\_

Does this org. (or parent organization) have an IRS tax exemption determination? \_\_\_\_\_

Tax ID number: \_\_\_\_\_

Requester: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Requestors Position in Group: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of people expected: \_\_\_\_\_ Will food be served? \_\_\_\_\_ Will beer/wine be served? \_\_\_\_\_

*(If you plan to serve beer or wine, there are additional policies to follow and forms to complete.)*

Will there be a children's program and/or childcare offered? \_\_\_\_\_

Additional services requested (additional approval/forms/training may be required):

- Piano Use
- Organ Use
- AV System in Sanctuary
- AV System in Fellowship Hall
- We want to hire the church's Technology Director to produce the streamed portion of the event.
- We want this event to be streamed.
- We want to use the church's Zoom account.
- Projector Use

Who will be cleaning and locking the church after use? \_\_\_\_\_

**Hold Harmless Agreement**

Niles Discovery Church (NDC), its employees and members are not liable for accidents, injury, or illness occurring on the premises, including illness and infectious diseases such as COVID-19. By signing this agreement, any persons or group using the church facilities agrees to accept the facilities “as is”; to waive any claims against NDC, its employees or its members arising out of the condition or use of the facilities and any accident, injury or illness occurring on the premises; and to hold harmless, defend and indemnify NDC, its employees or members with respect to any claims arising out of the condition of the facilities, use of the facilities, and any accident, injury or illness occurring on the premises.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Signature Required from Partner and Renter Programs*

I/We have received and read, and I/we agree to follow the Niles Discovery Church Facilities Policies.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Rental Costs**

Room	Approx. Sq. Ft.	Approx. Occupancy	Rate/hr.	Deposit	Cleaning Fee	Selected Area(s)
Complete Church			\$280	\$414	\$414	<input type="checkbox"/>
Sanctuary		175 Seated	\$115	\$196	\$196	<input type="checkbox"/>
Fellowship Hall & Kitchen	1768	226 Standing/113 Dining	\$115	\$196	\$196	<input type="checkbox"/>
Room 1	380	24-30	\$58	\$58		<input type="checkbox"/>
Room 2	130	6-8	\$17	\$23		<input type="checkbox"/>
Room 3	210	8-10	\$23	\$23		<input type="checkbox"/>
Room 4	244	12-15	\$35	\$12		<input type="checkbox"/>

*In some cases, users may be required to pay for one of the church’s Facilities Hosts to be present at \$40 per hour.*

**Rate Application** (full deposit applies) \*\*

- Non-profit ----- 100%
- Concert----- 100% or 40% of ticket sales
- Personal non-member ----- 100%
- Personal use, member----- 25%

\*\*A using group or individual may petition the Ministry of Property for lower rates. The petition must be made no later than six weeks before the first event to allow the church Ministry of Property Team to consider the request.

**Additional Fees:**

- Technical Director** - \$50 / hour.
- Musical Director / Pianist** - Fees by arrangement.
- Ministerial** - Fees by arrangement.

# Facilities Use Policies

Niles Discovery Church

## General Guidelines

1. The church facility is a house of God. Any use of the church facility must respect and further the building and congregation's ability to be a positive, wholesome, and constructive force in the community, and should in no way detract from the ministry of the church.
2. Niles Discovery Church expects that all groups using the church facilities share our policy of non-discrimination. This prohibits any type of discrimination due to race, age, nationality, physical ability, marital status, family configuration, mental ability, economic status, sexual orientation, gender identity and/or expression, religion, faith, or creed.
3. All facility use applicants are required to review and follow these *Facility Use Policies*.
4. The use of church facilities is at the sole discretion of the church. The church may withdraw permission to any program, group, or ongoing facility user at any time.
5. The "General Facilities Rules" and the "When Food is Served Rules" included below apply to all facility users regardless of program type. Each facility user type is also subject to additional rules/requirements as necessary. The three types of facilities users are:
  1. Church Programs – these programs are sponsored by the church to directly further the mission and values of the congregation.
  2. Partner Programs – these programs are co-sponsored by the church and another community organization to directly or indirectly further the mission and values of the church.
  3. Non-Profit Organization Renters – these programs use the facilities and pay rent to do so.
6. All users shall notify the church office, as soon as possible, if there is a change in times of use, plans for use, or if the facilities will not be used as specified in the *Facility Use Request Form*. Any failure to do so may result in a termination of the Facility Use Agreement.
7. Emergency use by a priority user (such as a funeral) may necessitate cancellation, rescheduling, or moving of a group from its assigned room to other areas of the building. The church accepts no liability for inconvenience or damage that this may cause. The church office will attempt to notify affected groups in advance.
8. The Ministry of Property will maintain a schedule of fees to be charged where applicable. The list will be reviewed periodically. Any additional discount and/or fee

waiver must be approved by the Ministry of Property Team.

## General Facilities Rules

1. Smoking, drug use, weapons, any illegal activity, and improper language or conduct of any kind at any time is prohibited anywhere in the church building or grounds.
2. Alcoholic beverages are not allowed and may not be served or consumed on church property without prior approval. See separate *Alcohol Use Policy*.
3. Overnight parking and/or sleeping on Church Property is not permitted without authorization of the Ministry of Property Team.
4. Use of any portion of the facility shall conform to the Ministry of Property Team, city and county fire and safety regulations.
5. When any facilities use requires special permits, these permits must be obtained by the user at the user's expense. A copy of all permits shall be provided to the church office prior to the event.
6. If the facility is to be decorated, decorating shall be temporary, non-damaging, and non-hazardous. Requirements and procedures for decorating the facility can be found in the *Décor Policy*. When banners, mobiles, hanging symbols, and other liturgical art are present in the sanctuary, they may only be moved with prior consent in consultation with the pastor; an additional fee may be required.
7. Use of and/or moving the piano and/or organ must be requested using the *Piano Use Request Form* and approved, in advance, by the Music Director (or Interim Music Director).
8. Users shall respect the church's neighbors. Illegal or impolite parking, loud noises, and related activities are prohibited.
9. Throwing rice, confetti, birdseed, glitter, or similar material is prohibited on the premises.
10. Food service is limited to the kitchen and adjoining fellowship hall unless requested and agreed to in advance.
11. No event may continue past 10:00 PM without advance permission from the Ministry of Property Team.
12. Church Office Equipment may be used only for business relating to this church and the wider church, except by special permission of the Pastor or Ministry of Property Team.
13. If an Access Card is lost or stolen, it must be reported to the Office Administrator immediately.
14. Any damage to church property or equipment shall be immediately reported to the church office.

15. Users are responsible for cleaning and restoring all facilities used to the condition in which they were found. This includes moving furniture, cleaning dishes and coffeepots, and laundering towels and other linens if appropriate. The restrooms must be left in a clean and orderly condition. Nothing that would attract ants, etc., should be left inside the building.
16. At the conclusion of an event, the building is to be secured by closing and locking all windows, locking doors, and putting light switches in appropriate positions (turn off the lights in the sanctuary; push the side of the switch with the dot in all other cases).

## When Food is Served

1. Niles Discovery Church is committed to having as low an impact on the environment as possible. To that end, we encourage all facilities users to follow the four Rs:
  1. *Reduce* the amount of waste you produce
  2. *Reuse* by using real dishes and silverware
  3. *Recycle* everything possible that can't be reused
  4. *Rot* - if you must use disposables, please use compostable products, and then compost them!
2. Due to very limited space in our recycle, yard waste, and landfill barrels, facilities renters are required to take their landfill trash with them; only the recycle and yard waste barrels may be used by all facilities users who serve food.
3. When food is served, either a cleaning fee is charged, or the renter is responsible for cleaning (mopping, etc.). In the second case, the deposit will only be returned if the cleaning is deemed sufficient; otherwise, the deposit will be used to pay for the church's cleaning service provider to do a special cleaning.
4. Food and beverages (other than water) are to be consumed in the kitchen, fellowship hall, or patio only unless otherwise authorized by the Ministry of Property Team.

## Church Program Facilities Use

1. Church programs are generally organized by the Cabinet, a Ministry Team, or a Committee of the church.
2. Except in the case of one-time use by a Ministry Team or Committee of the church, a *Facilities Use Request Form* with the "Church Program" option selected must be filled out and submitted to the Office Administrator. In the case of a one-time use by a Ministry Team or Committee, the request to use the facility may be made by emailing Office Administrator with required information. If there is a conflict in

facilities use, the Office Administrator will work with the program sponsor to find another time for the program.

3. Since all Church Programs must be recognized by the Cabinet, it is recommended that all new Church programs be scheduled and that the *Facilities Use Request Form* be completed at least six weeks in advance.
4. While all worship services are considered church programs, fees (including facilities use fees) may apply. Facilities Use fees will not be charged for church members' Weddings, Funerals, and Memorial Services. Non-members will be charged for Weddings, Funerals, and Memorial Services at the listed rental rates. In case of special need, the Ministry of Property can waive fees for non-members.

## Partner Program Facilities Use

1. When a community organization wants to work with the church (typically with one of the Ministry Teams of the church) to provide a program that directly or indirectly furthers the mission and values of the church, the representative of that organization and the representative of the church will complete a *Facilities Use Request Form* with the "Partner Program" option selected and submit it to the Office Administrator.
2. Because these partnerships must be approved by the Cabinet, it is recommended that the *Facilities Use Request Form* be completed and submitted at least two months in advance of the program beginning.
3. If a Partner Program user has a change in leadership, a new *Facilities Use Request Form* must be submitted.
4. Partner organizations are required to sign the "hold harmless" statement on the *Facilities Use Request Form*.
5. Partner organizations are also required to provide Niles Discovery Church with proof of insurance that names Niles Discovery Church as "also insured," though this requirement may be waived by the Ministry of Property.

## Renter Program Facilities Use

1. The church will only consider rentals of the church facilities to non-profit organizations that have been deemed to be tax exempt by the IRS under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code, or are local chapters or affiliates of an exempt organization under one of the above stated code provisions.
2. Rentals to individuals will be considered on a case-by-case basis. Individuals may only rent the facilities for short term use and no more than three times in any given year.

3. Individuals and organizations that want to rent all or some of the church facilities must begin by contacting the Office Administrator to confirm the facilities are available on the date desired. If available, the renter should complete a *Facilities Use Request Form* with the "Renters" option selected and return it to the Office Administrator immediately. Because each rental must be approved by the Ministry of Property Team and all conditions of rental must be met no later than two weeks prior to use, it is recommended to submit the request form at least 2 months before the date of use.
4. All on-going use must be approved by the Ministry of Property Team.
5. The Ministry of Property Team will only approve one-time and short-term rental of the facilities if all conditions of the policies are met.
6. Upon the notification of approval to rent by Niles Discovery Church, the deposit for requested room(s) must be submitted within 14 days or the reserved dates/times may be subject to forfeit.
7. Renters must complete all other requirements listed in the Rental Procedures document at least one month prior to expected use.
8. Renters are required to sign the "hold harmless" statement on the *Facilities Use Request Form*. Renters are also required to provide Niles Discovery Church with proof of insurance that names Niles Discovery Church as "also insured" (this requirement may be waived at the discretion of the Ministry of Property Team and/or Cabinet).
9. At the discretion of the Ministry of Property Team, the renter may be required to hire one of the church's Facilities Hosts.
10. All requirements, documentation, and/or fees, must be provided before the rental agreement is deemed complete.
11. All fees must be paid at least two weeks prior to the facilities use.
12. No food or beverage other than water is allowed in the sanctuary.
13. The renter shall provide adequate adult supervision of all youth or children present, indoors and outdoors, and is responsible for their safety at all times.
14. The renter is responsible for paying the price of any repairs and/or replacements necessary due to any breakage or damage. This may require payment of additional fees outside those outlined in the original agreement.