

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
or admin@nilesdiscoverychurch.org

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.)

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

- | | |
|---|--|
| <input type="checkbox"/> Piano Use | <input type="checkbox"/> We want this event to be streamed. |
| <input type="checkbox"/> Organ Use | <input type="checkbox"/> We want to use the church's Zoom account. |
| <input type="checkbox"/> AV System in Sanctuary | <input type="checkbox"/> Projector Use |
| <input type="checkbox"/> AV System in Fellowship Hall | |
| <input type="checkbox"/> We want to hire the church's Technology Director to produce the streamed portion of the event. | |

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 or injuries occurring on the premises. 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 of the facilities or any accident or injury 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 or any accident or injury 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, and Niles Discovery Church COVID Facilities Policy. I/We have received and read, and agree to follow, the Church Safe Policy. In addition, I/We will distribute the COVID-19 Covenant document to all members of the group, and they shall abide by it.

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.

FOR OFFICE USE ONLY

Required steps: (Check all that apply)

1. Facility Use Form Requested

- Facility use form supplied (email or hard copy)
- Confirmed User Receipt of Niles Discovery Church Facilities Policies
- Confirmed User Receipt of Niles Discovery Church COVID Facilities Policy
- Confirmed User Receipt of COVID-19 Covenant

2. Facility Use Form Returned

- Room(s) available
- Program placed on calendar

- Piano / Organ Use – Notify Music Director
- AV System in Sanctuary / Fellowship Hall – Notify Technical Director and Pastor Jeff
- Projector Use – Notify Technical Director and Pastor Jeff
- Church’s Zoom account – Notify Technical Director and Pastor Jeff
- Event to be streamed – Notify Technical Director and Pastor Jeff
- Hiring Technology Director – Notify Technical Director and Pastor Jeff

Church Programs

- If Program is already on Cabinet’s Church Program list move to step 4. If not ...
- This program added to Cabinet Agenda and a copy of this form given to the Pastor

Partner Programs

- Check to see if Program is already a Church Partner if it is move to step 4. If not, then ...
- Add to Cabinet Agenda and give a copy of this form to the Pastors and Moderator
- Inform requester we will need a current copy of the organizations 501c3 letter for the IRS.

Renters Program

- Check to see if the organization has rented before, if it has make a note on the form.
- A copy of the request form is given to the Pastor for approval.
- Inform requester that Proof of Insurance naming Niles Discovery Church as a “co-insured” or “also insured” is required
- Inform requester we will need a current copy of the organizations 501c3 letter for the IRS.

3. Programs Pending Approval

- Program approved by Cabinet or Pastor
- Program denied by Cabinet or Pastor: Reason _____

Other conditions: _____

4. Approved Programs

Access Cards

- Access Card was not needed. Current Card holder _____
- Access Card form completed and filed

- Access Card issued to _____ on _____
- Access Card number _____
- Access Card expiration date: _____
- Access Card returned date: _____
- Access Card deactivated date: _____

Fees

- Renters Facility Fees and Deposits
 - Deposit: _____
 - Rent: _____
 - Cleaning Fee: _____
 - Facilities Host*: _____
 - (*Number of hours, plus 1 hour) x (\$40)*
- Technical Director: _____
 - (Number of hours, plus 1 hour) x (\$50)*

Approved By: _____ Date _____

- Admin
- Pastors
- Cabinet
- Ministry of Property

Other Notes:

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 the *Facility Use Policies*, *COVID-19 Covenant*, and *COVID Facilities Policy*. The facility use applicant is responsible for distributing these forms to other members of the group/party.
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 cancelation, 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, 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. Failure to do so could result in a lack of access to the building.
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 renters 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.

Church Program Facilities Use

1. Church programs are generally organized by the Cabinet, a Ministry Team, or a Committee of the church. A church member or group may organize a program (such as a short-term book study) and need use of church facilities.
2. A *Facilities Use Request Form* with the "Church Program" option selected must be filled out and submitted to the Office Administrator. 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, 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 recommend 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 7 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. When food is going to be served in the Fellowship Hall, cleaning is required.
10. At the discretion of the Ministry of Property Team, the renter may be required to hire one of the church's Facilities Hosts.
11. All requirements, documentation, and/or fees, must be provided before the rental agreement is deemed complete.
12. All fees must be paid at least two weeks prior to the facilities use.
13. No food or beverage other than water is allowed in the sanctuary.
14. 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.
15. 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.

COVID Facilities Policy

Updated by the Cabinet on February 21, 2022

Beginning January 1, 2022, Niles Discovery Church will use the following plan and guidelines for facilities use:

- 1. We will continue to be guided by the directives and advice of the Alameda County Public Health Department.**
- 2. All people using the facilities agree to and will follow the version of the COVID-19 Covenant in force at the time of their facilities use.**
- 3. We are using a “Green Light, Yellow Light, Red Light” system to keep people safe and prevent infection as much as possible:**

Green Light: The building is open to all uses with no restrictions related to the COVID-19 Pandemic. We will not be at this status until the Alameda County Public Health Department advises that all restrictions for indoor activities can be safely lifted.

Yellow Light: The building is open to all uses with the following restrictions:

- All people inside the building are expected to be vaccinated and boosted when eligible
- Masks will be worn by all people over age 2 when inside the building and others are present in the same room.*
- Physical distance (3 or more feet) will be maintained when inside the building.
- Group/program leaders will take attendance at all group meetings and keep accurate records of attendance and contact information for at least two months.
- Group/program leaders will report any positive COVID-19 test results to the church office immediately and contact all members of the group who were present at the same time as the person who tests positive about the potential exposure.
- Food and beverages (except for water and communion) will only be consumed outside.**
- Vaccination is required for those who are working with vulnerable persons (as defined by our Safe Church Policies) and of those who are singing.
- All in-person meetings and programs must be scheduled on the church’s master calendar.

Red Light: the facility is temporarily shut down the County or State health departments recommend or require shut down. During this time the building will only be used by staff or volunteers doing work necessary for the maintenance of the church, and all meetings and programs will be held virtually.

- 4. Staff and individuals using the building outside of regularly scheduled meetings and programs will continue to sign in.** All other users of the building will be tracked through attendance records kept by group/program leaders.
- 5. All group/program leaders are urged to make their programs as hybrid as possible.** In order to accommodate as many people as possible—whether those who live distant or those who need to stay home for health and safety—both virtual and in-person options should be offered for all programs.

* ~~In a group of 10 or fewer, if all parties are vaccinated and boosted, and all members agree, masks may be removed (unless the group is singing).~~ Current County Health advisories and orders make this exception moot.

~~** In a group of 10 or fewer, if all parties are vaccinated and boosted, and all members agree, food may be consumed inside.~~
Current County Health advisories and orders make this exception moot.

Niles Discovery Church

COVID-19 COVENANT

“Let each of you look not to your own interests,

but to the interests of others.”

(Philippians 2:4 NRSV)

As the pastors, members, and friends of Niles Discovery Church (NDC) begin to find our way back onto the church campus, we need to covenant together to appropriately care for one another and provide a witness to and model for the larger community. The leadership of Niles Discovery Church (the Cabinet) are asking all persons who are participating in church programs and partnership programs in the church facilities to commit themselves to and adhere to this covenant.

1. We understand that all persons eligible to be fully vaccinated for COVID-19 are expected to be so.
2. We will not come to any program or event if we are exhibiting any signs of illness—particularly symptoms of COVID-19.
3. We understand that the wearing of masks whenever we are in the church building is strongly encouraged.
4. When visiting the building individually, we will follow all instructions, signing in and out when entering and exiting the building.
When visiting the building for programs, we will provide required contact information to the person who is keeping attendance records for contact tracing, should it become necessary.
5. We will only use assigned rooms in the building.
6. We will do our best to remain positive in our speech regarding all covenant measures even when they pose an inconvenience to us.
7. We will expect and trust that our church leadership will only approve gatherings and practices that are inclusive and as safe as possible.
8. Knowing that there is an inherent risk of exposure to COVID-19 wherever people gather, we will voluntarily assume all risks related to exposure to COVID-19 and not hold the church responsible.
9. We will immediately report to our group/program leader and/or one of the church’s pastors if we test positive for COVID-19 within 5 days of attending a program of any kind or otherwise entering the building when others are present.

10. We will gently remind each other of our covenant commitments if we see someone not following these guidelines.

In an effort to return safely, we request your participation, patience, and prayers as we implement these temporary measures at Niles Discovery Church.

Revised October 2, 2022