

## FACILITY USE AGREEMENT

*First Congregational Church - United Church of Christ  
and*

*Unitarian Universalist Fellowship of  
Kern County*

### I. Subject of Agreement

First Congregational Church United Church of Christ (FCC) will provide Unitarian Universalist Fellowship of Kern County (UU) access to Huber Chapel located at 5 Real Road, Bakersfield, CA 93309 every Sunday from 9:00 a.m. to 1:00 p.m. This agreement includes the use of the Chapel with parking in the west parking lot near Henrietta Weill Memorial Child Guidance Clinic. In addition, UU will have access to other rooms and facilities during the lease period as set forth in Addendum A.

### II. Terms of Agreement

1. On the second of each month, UU will pay FCC \$1500 per month for use of the areas described in

Section I and in Addendum A. Full payment will be due whether or not facilities are utilized. That sum includes gas, electricity, water and wi-fi. (See section II, 1(a)). The sum does not include landline telephone service. This agreement will be effective from March 1, 2019 to January 31, 2020.

a. When using the wi-fi, UU assumes responsibility for the security of any data, information or use of the internet and intra-church network of its own computers and

systems. 2. This agreement may be renegotiated and renewed at yearly intervals with written notice of intent to

do so by either party within 45 days prior to the of expiration of the yearly agreement. 3. Either party may terminate the agreement so long as notice is given in writing 45 days before the

desired termination date. 4. UU will maintain its sign in front of Huber Chapel near to the parking entrance from Stockdale

Highway on the west side of the chapel. The sign will not block the right of way for

pedestrians or

vehicles. This sign may remain in place for the duration of this agreement. 5. UU may place a microwave and a dormitory-sized refrigerator in the Chapel robe room. The

refrigerator should be of a size that slides under the sink. They may also place an approved full-size

refrigerator in the storage room in Plymouth Hall for exclusive use of UU. 6. UU will provide chairs and tables for Huber chapel. The provided tables and chairs will be available

for use by FCC or other users of Huber Chapel.

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7. UU will also maintain a "Tuff shed" (approximately 10x12 feet) located near the Nursery. UU

further agrees that FCC may request the removal of any modifications that were made to accommodate the shed (such as cement foundation and fencing) when the contract is terminated and

UU will bear the costs of restoring the shed area to its original configuration. 8. UU may use any sound equipment currently in the Chapel that is owned by FCC or they may set up

equipment owned by UU. 9. This agreement is between FCC and UU.

The rights to use the chapel and grounds cannot be

assigned by the lessee to any other entity or person. Any attempt by lessee to assign the use of the subject property to another makes the agreement void.

### **II. Agreement Administration**

1. The parties agree to designate a liaison/contact person to ensure an open flow of communication

between the parties. Should there be a dispute or breach of any part of this agreement,

the parties

agree to seek arbitration rather than resort to the courts. 2. UU agrees to hold harmless, indemnify and defend FCC, its agents, employees and representatives from any and all liability for injury or damage. This includes, but is not limited to, bodily injury, personal injury, emotional injury and/or property damage that may result from any use of the chapel and surrounding church property. UU further warrants that it will provide proof of insurance coverage

that meets all requirements of FCC's Church Mutual carrier. 3. This agreement does not foreclose use by UU of other areas and facilities at 5 Real Road. Any

request for such use may be submitted to the FCC Office Coordinator and will be considered and

negotiated as a separate use agreement. 4. UU agrees to use ordinary caution in using the facilities and to return subject property to FCC in the same pre-use condition.

a. UU will clean up the chapel after each use and the chapel will be clean for use by UU

on Sundays. b. Prior to each use, UU agrees to visually inspect the property for safety and will not

conduct services if there is an unsafe condition then existing. c. UU warrants that there will be no illegal use of the property and that UU will always

obey laws of the governmental authorities while on the subject property. 5. Addendum A is incorporated into this Facility Use Agreement by this reference.

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### ***First Congregational Church - United Church of Christ and Unitarian Universalist Fellowship of Kern County***

Both FCC and UU warrant that the person signing this agreement is an officer of the corporation and has the authority to enter this agreement on behalf of the corporation.

Executed this 22 day of March 2019.

Signed:

**Puki Webb**

Peghi Webb Moderator

First Congregational Church

var Richard Malicdem President, Board of Trustees Unitarian Universalist Fellowship of Kern County

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Chris and  
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Kern County***

#### **Addendum**

#### **A**

This addendum further sets forth use of facilities allowed under the terms of the agreement between FCC and UU and is incorporated into the Facility Use Agreement by this reference.

1. Use of Plymouth Hall: Twice a year on two consecutive days, UU can use Plymouth Hall at no cost. UU will be given priority booking for any date not already scheduled by FCC so long as the request is received no later than Feb 1 of each year. Requests received after that date will also be approved if the facility is available.
2. Use of Facility for Religious Education: Every Sunday during UU's use of the Chapel, two classrooms (Rooms 3 and 7) will be made available for religious

education.

**Room 3-** FCC will provide this space along with two child-sized tables and small chairs.

- a. UU may bring additional chairs as needed
- b. Cabinets above the sink may be used to store UU property
- c. Closet next to the sink is for use by FCC and the doors will remain locked.

**Room 3 and 7** - Each room must be cleaned after each use and ready for use by Child Haven. UU may decorate these rooms within the following guidelines:

- a. No permanent changes or wall paint without authorization
- b. No nails to be used for hanging
- c. No furniture may be removed without authorization

**3. Use of Meeting Room - Room 6:** Available to UU for religious education, youth programs and other meetings and gatherings:

- a. All cabinets may be used by UU for storage
- b. Child Haven and FCC will not store items in this room
- c. UU may decorate this room as long as no nails or paint are used
- d. UU will provide furnishings for their use: sofa, chair and tables
- e. Room and furnishings will be available to FCC by request to UU when not in use

**4. Nursery:** UU will have shared use of the nursery on Sundays when the Chapel is in use.

UU will provide one Nursery Attendant and a changing table. UU warrants that the Nursery attendant provided has passed all background checks and training that is required by FCC and Church Mutual.

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5. Use of facility by KWESI: By request, Kern Welcoming and Extending Solidarity to Immigrants (KWESI) may use other rooms or areas, if available, for training and/or meetings at no additional cost.

Both FCC and UU warrant that the person signing this agreement is an officer of the corporation and has the authority to enter this agreement on behalf of the corporation.

Executed this 22  
day of March 2019.

Signed:

**Peghi Webb**

MOS  
Peghi Webb Moderator First Congregational Church  
Richard Malicdem President, Board of Trustees Unitarian Universalist  
Fellowship of Kern