

Grace Episcopal Church, St. Helena, CA User Agreement

This User Agreement ("Agreement") is granted by Grace Episcopal Church ("Grace") to NVUSD/Kristen Waters/Sam Shweiky ("User"). Subject to the provisions of this instrument, the Rules and Regulations governing the use of church facilities adopted by Grace Church, and the Fee Schedule, each and all of which shall be conditions to its exercise. In the event Grace Church, in its sole discretion, determines that User's use of the premises is not in conformance with any term or condition of this Agreement, Grace Church may terminate this Agreement immediately. Upon such termination, User shall vacate the premises.

The facilities assigned to User shall be used for the sole purpose of Classwork and no other purpose. User shall confine its activities to the described area(s) and equipment of the premises identified below:

Areas and date to be used: Library on Wednesdays, 5:30-8:30 pm, 1/15/20-5/27/20. **Equipment to be used:** The kitchen is not included in this agreement. User will be allowed to store a small locked cabinet containing laptop computers.

The Terms For This Agreement Are As Follows and as Set Forth in the Following Attachments:

- A. **Revocable:** This is a personal, revocable Agreement and does not convey any right or interest in the described space and facilities beyond the privilege of using them for the purpose and at the time stated.
- B. **Non-Transferable:** This Agreement may not be transferred or assigned.
- C. **Damage:** User assumes full and complete responsibility for the conduct and activities of all persons who enter the licensed space during the possession of this Agreement, and shall repair and restore to the satisfaction of the Church or its authorized representative any and all damage to Church property caused by such persons. The Church shall have no responsibility or liability of any kind for loss or damage to personal property of Users or of members of User's party. User hereby releases Church and its agents from all such claims for loss or damage.
- D. **Liability:** User shall indemnify, defend and hold harmless the Church, its officers, employees, and members from and against all loss, damage, liability, claims, and cause of action, including attorneys fees and costs and expenses of suit, arising out of any act of omission of the User or of members of User's party. User hereby releases Church and its agents from all such claims for loss or damage. Church shall indemnify, defend and hold harmless the District, its officers, employees and members from and against all loss, damage, liability, claims, and cause of action, including attorney fees and costs and expenses of suit, arising out of any act of omission of the User or of members of User's party. User hereby releases District and its agents from all such claims for loss or damage.
- E. **Rules & Regulations:** User acknowledges familiarity with the Rules and Regulations governing the use of Church facilities adopted by the Church and such Rules and Regulation are hereby incorporated into this instrument by this reference.
- F. **Insurance:** User shall purchase and maintain in full force and effect during the period of exercise of the Agreement, a policy or policies of insurance naming Grace Episcopal Church and its Vestry as additional insured covering all activities of User, with limits of not less than \$1,000,000. User shall provide the Church with satisfactory evidence of such insurance coverage a minimum of 10 days prior to use of Church property.
- G. **Compliance:** User shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and orders applicable to its use of the Premises, including without limitation all applicable non-discrimination requirements, including the non-discrimination provisions of Presidential Executive Order 11246, and the rules of regulations issued there-under.
- H. **Use of Alcoholic Beverages:** The use of alcoholic beverages is allowed only with the approval of the Church agent and with certain restrictions. Alcohol is permissible in sensible quantities. It is the responsibility of the User to make sure these rules are adhered to and any infraction will terminate the Agreement.
- I. **Amendments:** This Agreement may not be amended except by a written instrument signed by both Church and User.
- J. **Attachments:** The following attachments will be considered as part of this Agreement:
 - Attachment I: Rules and Regulations for the Use of Grace Church Parish Buildings
 - Attachment II: Remuneration - User Fee Schedule
 - Attachment III: Kitchen and Hall Use & Clean-Up Guidelines (as required)

The parties hereto have executed this User Agreement as of the dates set forth below:

Date: 2/11/20

Provider: Grace Episcopal Church

By: Jamie O'Leary

Date: 2/17/20

User: [Signature] (Name-Signature)

By: Napa Valley Adult Education (company if applicable)

Grace Episcopal Church, 1314 Spring St., St. Helena, CA 94574 (707) 963-4157 office@grace-episcopal.org (ver. 8/15/2018)

Mary Ann Valles, Asst. Superintendent