



Throop Unitarian Universalist Church

300 S. Los Robles Avenue, Pasadena, CA 91101 (626) 795-8625

PROPERTY USE AGREEMENT

By signing this contract you agree to all the terms and conditions outlined in this Property Use Agreement with respect to Throop Unitarian Universalist Church (hereafter known as Throop). This Agreement constitutes the entire and only agreement between Throop and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the property, the content, products or services provided by or through Throop, and the subject matter of this Agreement. This Agreement may be amended at any time by Throop with specific notice to you.

Date of Agreement: _____ Termination of Agreement: _____

**Please note that if this agreement is for multiple months or TBD, 30 days written notice is required for termination.

Name of Group: _____ Name of Contact: : _____

Contact Email: _____ Phone: _____

Contact Address: _____

Day/Date requested: _____ If recurring: Start date: _____ End date: _____

Time of day (including set-up and clean-up): _____ Begin: _____ End: _____

Facilities needed:

- | | |
|---|-------------------------|
| <input type="radio"/> Throop Hall (max occupancy 117 dining 250 standing) | \$80.00/hr (\$160 min) |
| <input type="radio"/> Fireside Room (Mon - Thurs 9:00am - 3:00pm) | \$40.00 |
| <input type="radio"/> Kitchen (No cooking.) | Free with paid rental |
| <input type="radio"/> Patio (max occupancy 45) | Included in Hall rental |
| <input type="radio"/> Emerson Lounge (max occupancy 15) (Mon - Thurs 9:00am - 3:00pm) | \$25.00/hr |
| <input type="radio"/> Sanctuary (max occupancy 300) | \$225.00/hr |

Please explain activity to be held: _____

Lessee Initials _____

Estimated number of people involved:

What the rental fee includes:

Sanctuary and Wedding Ceremonies:

- Dressing Room
- Microphone
- Access to restrooms
- Access to parking lot and street parking
- Use of the garden for photography before and after the event
- Custodial services for restroom cleaning

Receptions and Hall Rentals:

- Use of kitchen (staging only, no cook)
- 15 – 8’ rectangular tables
- Chairs – 100 brown resin folding chairs
- Trashcans

What is NOT Included:

- Minister
- Florist
- Musicians
- Caterer/Linens/Dishes
- Chair covers
- Decorations
- Photographer
- Wedding Planner
- Aisle Runner
- Additional equipment (tables, chairs, dance floor)
- Marriage license
- Any other item not listed above in the included section

The person requesting the use of the Church facilities agrees to be responsible for any property damage that results during the use of the facilities. Please report any damage to the church office promptly.

The Group or individual using the facility is responsible for set up, clean up, and return to normal set up of the facility.

Deposit to save date \$250.00 (Non-Refundable if canceled less than 30 days in advance) The balance, \$500 damage deposit, and proof of insurance are due 30 days before the event. If you cancel the event less than 30 days before the event, only the \$500 damage deposit will be refunded. Any cancellation needs to be made in writing and sent to the Facility Coordinator.

Signature of this form indicates acceptance of all applicable fees and guidelines.

Signature of Responsible Party

Date: _____

Lessee Initials _____

Total Charge: _____

Indemnity: Your organization shall indemnify and hold Throop Unitarian Universalist Church harmless from and against any and all claims arising from your use of the property. You assume all risk of damage to property or injury to persons occurring on the premises arising from your use of the premises and hereby waive all claims in respect thereof against Throop Unitarian Universalist Church. This includes damage to or loss of your participant's property.

Insurance: Your event shall, at its expense, obtain and keep in force during the term of this license a policy of liability insurance in an amount not less than \$1,000,000 (one million dollars). You shall provide written proof of such insurance to the Administrator prior to the date of use of this agreement, and you agree to immediately notify (in writing) Throop of any cancellation or modification of such insurance. "First Universalist Parish of Pasadena (dba Throop Memorial Church or Throop Church)" must be named in the policy as additionally named insured.

Property Use and Policies are listed below:

Payment: Payment is to be made **in full** no later than 2 weeks before event takes place. Fee is based on contracted time of event. If your group needs additional time, arrangements can be made through the administration. Accepted methods of payment include cash, check, and money order. Debit/credit cards are accepted for an additional three percent (3%) processing fee.

Client Cancellations: A non-refundable \$250.00 deposit is required when signing the contract. The balance and \$500 damage deposit are due 30 days before the event. If you cancel the event less than 30 days before the event, only the \$500 damage deposit will be refunded. Any cancellation needs to be made in writing and sent to the Facility Coordinator.

Air Conditioning: Throop does NOT have air conditioning.

Loss and Injury: Neither Throop or the designated lessee is responsible for loss or theft of personal items or injury of individuals on the property. Throop Universalist Church will not be responsible for any items left or stored on property.

Space Usage: Your agreement specifies the space(s) you have rented. Please do not use other rooms or spaces not specified in your agreement. Use of additional space will result in a charge. guests are prohibited from visiting or using any of the second floor or mezzanine rooms.

Hours: The hours listed for your rental are specified in your agreement. **This includes all set-up and breakdown time.** There is a \$125 charge for every portion of hour after end time on contract. This additional charge is to be paid on night of event. Changes to agreed upon event schedules must be approved by Throop. A minimum notice of Seventy-two (72) hours, submitted in writing, is required to be given to Throop of any changes.

Security: All unsupervised entry doors **must remain locked at all times during your meeting or event. Only participants of your meeting/event may be admitted by an attendee of your meeting/event.** Be sure your room is locked and secure before you leave. If you are unable to secure the Church, please call the emergency number you have been given. Please report any suspicious people or activities to the appropriate authorities and inform Throop as well.

The size of your group: Each room of Throop has a maximum occupancy. If the size of your group changes on a consistent basis, please let the Administration know. Changes in group size will result in changes in fees, relocation or revocation of the agreement. Throop staff has the right to limit attendance or terminate the event if attendance is more than 25 people greater than noted above. No refunds of any amount will be issued if event is terminated by Throop staff and the entire security/cleaning deposit will be forfeit.

Campus Kitchen: Please make sure all counters and surfaces are thoroughly cleaned, floors are mopped, all food is removed, and nothing is left in the refrigerator before leaving. Trash bags must be placed inside the large trash dumpster located in the parking lot. If the dumpster is full, secured heavy duty trash bags may be set next to the dumpster.

Music: Must be terminated by 10:00pm

Decorations: We do not allow rice, glitter, birdseed or confetti on the grounds. Butterflies and bubbles are welcome outdoors. Fishing line or pipe cleaners are permitted. Candles are permitted as long as the candle is inside glass and the glass is 2" above the flame. Decorations may not be stapled, nailed or glued to walls, however temporary painting tape is permitted. All decorations must be removed at the end of the evening.

Deliveries: All deliveries need to be arranged in advance and must be picked up the same day. Throop will not be responsible for any gifts, personal

Lessee Initials _____

property or supplies belonging to the guests or vendors.

Wedding Rehearsals: Must be scheduled at least 30 days before your event. Rehearsal time must work with the availability of the church's event calendar. Please have everyone involved in the rehearsal meet on time so that you do not go over your one-hour limit.

Damaged/Missing Property: Damaged and/or missing property is the responsibility of the client and will be deducted from the damage deposit. Any damage over this amount will be billed and must be paid in full within 30 days of cost estimate receipt.

Litter/Trash: You are responsible for making sure that the campus (garden and patio areas, as well as sidewalks and driveways and gutters) are free of glasses, plates and other items upon departure. It is highly advised that someone in your party be designated, in advance, to sweep the campus area before departure to check for any trash or other items and remove them.

Alcohol: Beer (in cans) and wine is allowed, but NO hard alcohol. It is the responsibility of the client to monitor alcohol consumption of the wedding party and guests in regards to abusive behavior within the Church and driving while under the influence of alcohol. No alcohol is allowed if the event is for person(s) under 21 years of age. Selling of alcohol is strictly prohibited without proper permit from City of Pasadena.

Nuisance: Lessee acknowledges that Throop has private residential neighbors and shall make all good faith efforts of ensuring that it shall not conduct any activities on or about the premises that constitute waste, nuisance, or unreasonable annoyance (including, but not limited to excessively loud music, emission of objectionable odors or lights) to the owners of occupants neighboring property or to the public.

Guest Behavior: Throop reserves the right to eject, or cause to be ejected, from the premises, any person or persons behaving in an objectionable manner. Throop will not be liable to the lessee for any damages that might be incurred exercising this right.

Right to Removal: Throop reserves the right to eject, or cause to be ejected, from the premises, the Lessee for failure to meet any of the terms and conditions set forth in the agreement or for violation of any local, state or federal law. Additionally, Lessee will be required to follow any and all instructions for changes or modifications to decorations, food or beverage service, or usage of the facilities as directed by staff in attendance. Staff in attendance will have full authority to make these determinations regardless of prior arrangements. No refunds of any amount will be issued under these circumstances and the entire security/ cleaning deposit will forfeit.

Cleaning: The space you use needs to be left clean, and in the same condition you found it. Lessee is responsible for removing all food, decorations and other personal property from the premises immediately upon conclusion of the event. A cleaning fee will be assessed and taken from deposit if not left in the same condition.

Tables, chairs, and other furniture: You are welcome to use the tables, chairs, and other furniture in the space rented. Please return all or any furniture to its original place before exiting the building. **The Pianos are NOT to be moved. If you move a piano you will be subject to a \$150.00 retuning fee.**

Smoking: No smoking or fires are permitted anywhere within Throop campus. Vaping is not permitted within the church structure.

Interior Access / Fire Exits: Fire exits and routes are clearly marked on all floors of the church. Exit lights, emergency lights, house lights, stairway, and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed or tampered with in any way. Throop staff shall have full and complete access at all times and in all areas of the facility and may attend the event free of charge.

Parking: There is to be no double parking or parking in unmarked spaces unless a paid attendant has been hired. Parking in a space that has been designated or reserved may result in the car being towed. Throop reserves the right to limit parking. Tenant/Lessee is responsible for all off site parking arrangements, including any exemptions.

Damage: If your group causes or discovers any damage to the structure, flooring, or furnishing of Throop - in your designated rooms, other rooms, public spaces or the parking lot - please report it immediately to the Administrator. Damage, reported or unreported, may result in charges or revocation of the agreement.

Children must be supervised at all times while on the property. Failure to properly supervise children will result in termination of lease. Any damage caused by children will be the leasee's responsibility.

Cancellation or Changes by Throop: Throop takes its commitments to your organization seriously. However, Throop reserves the right to alter or cancel time and property agreements when necessary, and with reasonable notice given to all parties. The following holidays are observed by Throop and the building will be closed to all tenants New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Cancellation or Changes by Renter: For on-going calendared events, 30 day's notice must be given in order for fee to be waived. For one time events, Throop reserves the right to retain all or some portion of the deposit to offset any loss of revenue due to cancellation.

Lessee Initials _____

Discrimination: Throop is a peace zone. It is understood that the lessee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, nation origin, handicap, marital status, sexual orientation, or gender expression. Harassment or discriminatory language will not be tolerated.

Emergency: Please call 911

Force Majeure: Except as otherwise provided in other sections of this agreement, neither the lessor or lessee will be held liable for failure to perform, present, or appear if such failure is caused by or due to serious illness, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.

Remedies: In the event the lessee fails to appear, perform, and/or present, or defaults in performance of the provisions of this contract for reasons other than those stated in other sections of this agreement, the lessor shall be entitled to all payments due as if the agreement had been fulfilled. Lessee agrees to settlement of disputes via non-judicial conflict resolution methods including mediation, and failing in that method, to binding arbitration via a neutral third party.

Contract Agreement: This agreement constitutes the complete understanding of both parties regarding this usage. It is understood that any changes, additions, or deletions must be delivered in written form signed by both parties as an addendum to this agreement. It is further understood that this agreement cannot be assigned or transferred.

Questions or Concerns: Please call Throop at 626-795-8625

Additional Agreements: *I/We agree to all the terms and conditions listed in this document, and abide by the Property Use Policies as listed within the attached page of this Agreement.*

Lessee Signature _____ Date _____

Throop Unitarian Universalist Church Administrator's Signature _____

For office use only:	
Approved by: _____	Date: _____
Fee Waived: _____	Date: _____
CC: ___(custodian) ___(office) ___(Rev. Tera) ___(other)	

Lessee Initials _____