



CENTRAL COAST BAPTIST ASSOCIATION

2005 De La Cruz Blvd. Suite 120, Santa Clara, Ca 95050

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Facility Use Policy

Purpose Statement

Central Coast Baptist Association is an association of Southern Baptist Churches who voluntarily partner to further the Kingdom of God within its associational boundary and beyond. Our main office is located at 2005 De La Cruz Blvd., Suite 120, Santa Clara, CA 95050. We believe that CCBA facilities were provided through God's benevolence and by the sacrificial and trusting generosity of member churches. CCBA desires that its facilities be used for great commission ministries and to bring God glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

In this policy, CCBA notes that facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with CCBA's faith or moral teachings, which are summarized in, among other places, the Baptist Faith and Message 2000. Nor may CCBA facilities be used for activities that contradict, or are deemed inconsistent with, CCBA's faith or moral teachings. The Business Services Director, or in their absence, the Executive Director, is the final decision-maker concerning approved use of CCBA facilities.

This restricted facility use policy is necessary for two important reasons. First, CCBA may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict CCBA's beliefs would be material cooperation with that activity, and would be a grave violation of CCBA's faith and religious practice. (2 Cor. 6:14; 1 Thess. 5:22.)

Second, it is very important that CCBA present a consistent message to the community and conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to CCBA's faith would have a severe, negative impact on the message that CCBA strives to promote. It could also cause confusion and scandal to member churches and the community because they may reasonably perceive that by allowing use of our facilities, CCBA agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict CCBA's faith or moral teachings use any CCBA facility. This policy applies to all CCBA facilities, regardless of whether the facilities are connected to the sanctuary, because CCBA sees all of its property as holy and set apart to worship God. (Col. 3:17.)

Approved Users and Priority of Use

The Business Services Director, or in their absence, the Executive Director, must approve all uses of CCBA facilities. Generally, priority shall be given to member churches and organized groups that are part of the ministry, organization, or sponsored activities of CCBA. CCBA facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are consistent with the CCBA's faith and practice.
2. The group or person seeking facility use must submit a signed "CCBA Facility Reservation Request and Agreement" form.
3. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by CCBA's rules of conduct for facility use, as stated below and as described in any additional instructions by CCBA staff.

Leasing Facility

Facility lease requests shall be made to CCBA by submitting the "CCBA Facility Lease Request and Agreement" form (Appendix A). When the Business Services Director, or in their absence, the Executive Director, approves the requesting group or person, a formal lease will be formulated to include all relevant terms. All lease terms are to be determined by the final lease agreement fully executed by both CCBA and the leasing party.

Lease Rates

Lease of CCBA facilities is subject to a lease rate to pay for the upkeep of CCBA facilities and to contribute to CCBA ministries. The lease rate is determined by the CCBA Property Lease Rate Methodology as approved by the CCBA Administrative Council.

Facility Use Guidelines

1. Alcohol Policy: No alcohol may be served in CCBA facilities.
2. Smoking Policy: Smoking on CCBA facility campuses is prohibited.
3. Groups are restricted to only those areas of the facility that the group has specified to lease in the lease agreement.
4. Food and beverages are not allowed in the sanctuary, except water with lid.

5. Should a tenant be sharing space with another tenant at a CCBA facility, after one tenant's use of the space, all equipment, such as tables and chairs, must be returned to original placement, unless arranged otherwise.
6. All lights must be turned off and doors locked upon departure.
7. Janitorial maintenance is the responsibility of the tenant and should be arranged regularly to ensure the proper upkeep of the CCBA facilities.
8. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited on CCBA premises. Any person exhibiting such behavior will be required to leave the premises.

Insurance

For all tenants and non-CCBA-sponsored events, the group or person using the facilities must obtain liability insurance coverage in the amount of at least \$1,000,000. CCBA should be included as additionally insured on the tenant's policy. The user must also sign a "Facility Use and an Indemnity and Hold Harmless Agreement" (Appendix B).

This Central Coast Baptist Association Facility Use Policy was adopted by the Administrative Council on October 3, 2015.

Appendix A: CCBA Facility Lease Request and Agreement

Today's date: _____

Name of organization requesting lease of facilities: _____

Please state whether you are a (select one):

CCBA Member Church:

- CCBA Contributing Church (giving less than 1% of general receipts to CCBA)
- CCBA Cooperating Church (giving at least 1% of general receipts to CCBA)
- CCBA Champion Church (giving at least 3% of general receipts to CCBA)
- CCBA New Church (<5 years old, giving per CCBA church planting agreement)

Not CCBA Member Church:

- General Church not associated with CCBA
- Non-Church Group/Organization For-Profit
- Non-Church Group/Organization Non-Profit

Contact Information:

Name of contact person: _____

Address: _____

City, State & Zip: _____

Phone Number(s): _____

Email Address: _____

All applicants:

CCBA facility requested: _____

Please describe the purpose for which you intend to use the facilities:

Schedule(s) desired per table below (check all that apply): A B C D

Schedule	Details
A	Sunday 7am-1pm // Wed 7-10pm // Fri 7-10pm // 1st Sat 7am-1pm
B	Sunday 2-6pm // Tue 7-10pm // Thurs 7-10pm // 2nd Sat 7am-1pm
C	Sat 4-8pm // Mon 7-10pm
D	Weekday use (please specify): _____ _____ _____

Church Applicants only:

Please briefly describe the demographic make-up of your congregation: _____

Name / tenure of current pastor: _____ / _____

Number of church members: _____

Average worship attendance: _____

Anything else you would like us to know about you? _____

Church Applicants: Please submit the following documentation along with your completed application:

- Articles of Incorporation
- Proof of non-profit status
- By-laws of your church
- List of Trustees (with contract signing authority) and contact information
- One year of Income statements, balance sheets, and tax returns

If available:

- Ministry and outreach vision and plan (on a separate sheet)

Non-Church applicants:

Organization's website: _____

Please briefly state the Organization's purpose and mission: _____

Please list the names and contact information of the Organization's office-holders and leaders:

Non-Church applicants: please submit the following documentation along with your completed application:

- Articles of Incorporation
- One year of Income statements, balance sheets, and tax returns
- Proof of non-profit status (if applicable)
- By-laws (if applicable)
- List of Trustees (with contract signing authority) and contact information (if applicable)

I affirm that:

1. I understand that CCBA does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict CCBA's faith.
2. To the best of my knowledge the purpose for which I am requesting use of CCBA facilities will not contradict CCBA's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to CCBA staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of CCBA's facilities that contradict the beliefs of CCBA. I agree to promptly disclose any potential conflicts in belief to CCBA staff.
4. I understand that upon approval of my facilities lease request, I will need to sign a lease agreement. Per the fully executed agreement, I will provide a security deposit in the amount agreed upon, a certificate of insurance for at least \$1,000,000.00 of coverage, and any other fees required by CCBA.
5. I understand that CCBA does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the approval of the Business Services Director, or in their absence, the Executive Director, which is conditioned in part on my agreement to the requirements in the "CCBA Facility Use Policy," a copy of which I have read and understood.
6. I understand that I will be responsible for any damages to CCBA facilities resulting from this proposed use of facilities.

Organization: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Appendix B: CCBA Facility Use Indemnity and Hold Harmless Agreement

I/We the undersigned authorized representative(s) of _____ (hereafter the "Organization") of the city of _____, state of California shall be using the building and grounds of Central Coast Baptist Association (hereafter the "CCBA") per a fully executed lease agreement.

I/We understand and agree that neither the CCBA, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with my/our activities in the building and grounds of CCBA which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not. Rather, I/We agree that our Organization alone shall be responsible for any property damage, personal injury or death that may occur during our use of the premises.

As part of the consideration for being allowed to use your facility, building and grounds as well as all appliances and fixtures within the boundaries of the fully executed lease agreement, I/we release CCBA, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in my/our Organization's activities. I/We further agree to save and hold harmless CCBA, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in my/our Organization's activities.

I/We represent that our Organization has general liability insurance with coverage limits of no less than \$1,000,000.00 in effect as of the effective date of the fully executed lease agreement. I/We agree to name CCBA as additionally insured on our general liability insurance policy and shall provide proof of such additional insurance coverage to CCBA prior to the effective date of lease. We agree to provide proof of insurance coverage as requested throughout the term of the lease.

I/We further state the I/we are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation and release by reading it before I/we signed it.

I/We have executed CCBA Facility Use Indemnity and Hold Harmless Agreement this

_____ day of _____, 20_____.

ORGANIZATION NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____