

**CENTRAL CALIFORNIA CONFERENCE
OF SEVENTH-DAY ADVENTISTS**

Legal title to all church and school property is held in the name of the Central California Conference of Seventh-day Adventists. The Conference is responsible for protecting itself from general liability damage claims and is required to file an annual statement as to any use of Conference owned properties by others. The Conference has therefore adopted the following policy:

FACILITIES USAGE POLICY

1. A local church or school may **not** give permission to any other individual or group to use church or school facilities. The Central California Conference of Seventh-day Adventists, hereinafter called "The Conference" is the only legal entity that can approve use of any facilities by other churches, individuals, or entities.
2. A Lease Agreement is required for any on-going or long-term use of the facilities by another organization. Any and all use/lease agreement applications of local church or school facilities must be voted by the local church or school board and then submitted to the Conference's Property & Risk Management Department for review and approval.
3. The "Use/Lease Agreement Application" must be prepared by the local church or school on the form provided by the Conference and submitted with the requested supporting documents to the Conference for review and approval at least 30 days prior to actual use.
4. If the organization seeking joint-use is not a religious organization, a brief description of the nature of the organization must be provided. If a church or school chooses to share its facilities with an organization that does not qualify as a non-profit IRS 501(c)(3) or 501 (c)(4) or CA R&T 23701d or 23701f tax-exempt organization, then the church or school recognizes and assumes full responsibility for any property tax consequences, including possible loss of the property tax exemption, that may result from use by a non-tax exempt party.
5. The "Use/Lease Agreement Application" must include the following:
 - (a) Proof that the requesting organization qualifies as a tax-exempt organization under IRC section 501 (c)(3) or 501 (c)(4) or CA R&T Code section 23701d or 23701f.
 - (b) The requesting organization must provide a Certificate of Insurance naming the "**Central California Conference of Seventh-day Adventists**" as **Certificate Holder** and **additionally insured** to cover the limits of at least two million dollars bodily injury and property damage combined limits, two million dollars for each occurrence and two million aggregate, prior to approval of the application.
6. If the organization seeking joint-use qualifies under both 5a) and 5b) above and receives CCC Property Council approval, the Conference will draw up the actual "Use/Lease Agreement and send it to the local church or school for signatures of the Landlord and the Tenant. After those signatures have been obtained, the document is to be returned to the Conference for signatures of the Conference officers.
7. A Use Agreement will be necessary for any one-time use of facilities by an individual or another organization. A completed Use Agreement Application with items 5a)(organization) and 5b)(individual & organization) above must be submitted.
8. All use/lease agreements will contain a provision that no tobacco or alcoholic beverages will be used on the premises.
9. Use of the facilities may not commence until the local church or school (Invitor/Licensors), the requesting organization (Invitee/Licensee) and Conference officers have signed the Use/Lease Agreement.

If there are any questions, you may contact the Central California Conference Property & Risk Management Department at 559-347-3121 or via e-mail at propandriskmgmt@cccsda.org.