

USE AGREEMENT

Facilities usage agreement between Magnolia Presbyterian Church, 7200 Magnolia Ave., Riverside, CA 92504, and El Evangelo Eterno Adventist Church.

1. The parties to this agreement, Magnolia Presbyterian Church (hereinafter referred to as "MagPres"), and El Evangelo Eterno Adventist Church (hereinafter referred to as "EEEAC"), hereby agree to the usage of MagPres facilities by EEEAC in accordance with the terms and conditions set forth in this agreement.
2. The terms of this agreement shall be from February 1, 2018 to August 31, 2018.
3. The facilities covered by this agreement include the following:
 - A. Sanctuary
 - B. Fellowship Hall (including Kitchen and restrooms)
 - C. Parking Lots
 - D. Storage space (two shelves within the kitchen marked EEEAC)
 - E. Storage space to store PA system and projection equipment and other church items (space next to the sound booth in the Sanctuary)
 - F. Mailbox to receive mail in church office (please check weekly)
 - G. Alternate Space approved by the Head of Staff (when in conflict with Mag Pres activities)
 - H. Other facilities on a case-by-case basis approved in advance by the Head of Staff of MagPres after conferring with MagPres staff and/or ministry teams
4. The times during which the above facilities may be used are subject to modification based on conflicts that might arise in scheduling MagPres activities. When a conflict arises, and whenever possible, MagPres will attempt to furnish alternate, non-conflicting facilities for EEEAC activities. EEEAC agrees to ensure that all their activities are entered on the MagPres master calendar (administered by the MagPres Office) at least one month in advance. MagPres reserves the right, on a case-by-case basis, to charge fees for certain additional usage, particularly usage involving persons that are not members of EEEAC. MagPres provides no supervision of the facilities or control over the property when being used by EEEAC. As a rule, EEEAC will follow this schedule:

Friday	Worship/prayer	5:00pm to 10:00pm	Sanctuary
Saturday	Church School (adults)	8:00:am to 10:45am	Sanctuary
	Church School(children)	9:30am to 10:45am	Fellowship Hall
	Worship	10:45am to 1:00pm	Sanctuary
	Lunch	1:00pm to 2:00pm	Kitchen/Fellowship Hall
	Prayer	2:00pm to 4:00pm	Sanctuary
	Evening worship	4::00pm to 6:00pm	Sanctuary
	Church Fellowship	6:00pm to 10:00pm	Fellowship Hall

Deviations from this regular schedule require one month's advance notice to MagPres.

5. As a condition of the usage of the facilities described herein, EEEAC agrees to contribute \$1,000 per month to the MagPres general fund. Payment is due in advance on the first day of each month.
6. Required parking is in the main parking lot. Parking in the office parking lot and back parking lot is restricted for those with limited mobility and those vehicles with valid Disabled Parking Placards.

7. Weddings shall not be performed without prior approval of the MagPres Session and are subject to all MagPres wedding policies and fees.
8. EEEAC shall take out and maintain during the term of this lease liability insurance with a minimum liability limit of \$1,000,000.00. The policy or policies shall name MagPres as an additional insured. This policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities under this lease and that any insurance procured by MagPres, its officers, agents or employees, shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Such insurance may not be reduced or canceled without 30 days notice to MagPres.
9. EEEAC shall indemnify and hold MagPres and the other constituent organizations of MagPres, their officers, agents and employees free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death there from) or damages to property arising out of the occupation of the leased premises by EEEAC or out of the making of alterations or repairs thereon, whether or not due to the actual or claimed negligence (active or passive) of MagPres, any other constituent organizations of MagPres, their officers, agents and employees, together with costs, expenses, and attorney fees incurred in the defense of any action or litigation arising out of the same.
10. EEEAC agrees to abide by the following rules that apply to specific areas:
 - A. **Sanctuary**
 - (1) No food or beverages are permitted in the sanctuary except sacraments.
 - (2) Children under 12 should be accompanied by an adult when in the Sanctuary
 - (3) The piano may be played only by persons approved by Mag Pres' Director of Music Ministries. Piano must be covered after each service.
 - (4) EEEAC will provide its own Projection system and PA system.
 - (5) All furniture and equipment used in the Sanctuary is to be returned to its original position.
 - (6) Close window blinds/curtains upon leaving building.
 - (7) Turn off lights and AC/Heating.
 - (8) Check and lock ALL doors.
 - B. **Kitchen/Fellowship Hall**
 - (1) Use of the Kitchen is limited to the warming of snack foods in the oven. The preparation of meals is not permitted without special written permission from MagPres.
 - (2) Food and other items are not to be stored in refrigerators or freezers.
 - (3) MagPres kitchen supplies (such as coffee, cups, napkins, paper towels, cream sugar, spices, etc.) are not to be used by EEEAC.
 - (4) At the completion of activities, the floor shall be swept, and spilled food and liquids shall be cleaned with a wet mop.
 - (5) General equipment, such as folding chairs, tables, utensils, dishes, and appliances, shall not be removed from MagPres premises for any reason, including cleaning, repair or for use at EEEAC activities off the premises.
11. EEEAC agrees to abide by the following general rules:
 - A. All lights (except those on timers), heaters and air conditioners shall be turned off when MagPres grounds and facilities are vacated.
 - B. All exterior doors and windows shall be checked and locked when the facility is vacated.
 - C. Smoking is not permitted in our facilities, or anywhere on MagPres property.
 - D. Alcoholic beverages and illegal non-prescription drugs are not permitted on the premises.
 - E. Facilities cannot be sublet or use thereof assigned to any other groups. Facilities are not to be used for any other functions outside the scope of this agreement.
 - F. Tables and chairs may be positioned as needed, but they must be cleaned and returned to their original positions at the end of EEEAC activities.

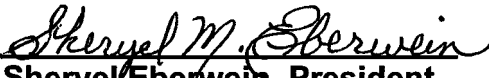
- G. Any false alarm fees incurred due to false alarm activations directly resulting from EEEAC activities will be paid by EEEAC.
 - H. Personal mishap or any bodily injury that occurs on campus during EEEAC activities must be reported to the church office within 24 hours.
 - I. Animals (including pets) are not permitted on campus except service animals.
 - J. Any damage or breakage to buildings or facilities during EEEAC activities shall be the responsibility of EEEAC and restitution for damage/breakage shall be made before further use is granted.
 - K. Distribution of food or supplies to homeless on campus is currently prohibited.
12. Each party to this agreement shall provide the name and phone number of a person who can be contacted in case a problem or emergency arises.
13. This agreement may be canceled by either party upon 60 days advance written notice.
14. Both parties to this agreement shall remain open to requests, complaints, suggestions, and other communications in an atmosphere of mutual cooperation. It is the intention of MagPres to assist EEEAC with its Christian activities whenever feasible; however, none of the rights or privileges of MagPres are assigned to EEEAC through the execution of this agreement.

**Accepted by El Evangelo
Eterno Adventist Church:**

By: 
Roberto Estrada

Date: _____

**Accepted by Magnolia
Presbyterian Church:**

By: 
Sheryel Eberwein, President

Date: _____

Distribution of copies of this agreement:

El Evangelo Eterno EEEAC:

Alejandro Marquez, Elder
Roberto Estrada, Pastor

(951) 229-8910
(714) 913-8293

Magnolia Presbyterian Church:

Rev. Claire Schlegel, Co-Pastor/Head of Staff (951) 684-7200
 Rev. Paul Knopf, Co-Pastor/Head of Staff (951) 684-7200
 Sheryel Eberwein, Corp. President
 Melanie Nelson, Clerk of Session
 Laurie Ludwig, BAG Elder
 Diana Lewis, Administrative Assistant (951) 684-7200