

St. Edward's Catholic Church, Texarkana
Facilities Use Agreement
Terms and Conditions of Use
July 1, 2019

Facility: _____ Date: _____ From: _____ To: _____

Deposit Amt.: _____ Rent Amt.: _____ Cleaning Fee: _____

Organization: _____ Responsible Adult: _____

The Organization and the Responsible Adult (together the "User") agree to the following terms and conditions.

The stated deposit, cleaning fees, and rental rate must be paid prior to use. The deposit will be returned within 30 days following each event, less any deduction for any and all damages (normal wear and tear excluded) or failure to properly clean the facility. The property will be inspected by a parish or school employee following use for damages and adequate cleaning.

Any cleaning instructions and rules specific to the facility will be provided in written format when the agreement is executed and represent additional terms and conditions for use. Any questions the User has should be asked at that time. Any equipment provided by the school or the parish will be detailed on an inventory list and inspected after use. The repair or replacement costs of any damaged equipment will be deducted from the deposit. The facility is to be cleaned and returned to its normal state prior to the end time noted above.

A key(s) or security code will be provided either the day before or the day of use. User is responsible for returning the keys. Making copies of the key is prohibited. In the event keys are lost, the User will be responsible for the cost of changing out the locks.

Smoking is not allowed in any facility. The consumption of Alcoholic beverages is allowed in the Parish Hall only in accordance with the attached Alcohol Policy.

Furniture may be moved, but cannot be removed from the facility unless approved by the Parish Manager prior to event.

User is solely responsible for obeying all safety rules and applicable laws. In addition, the user is responsible for any and all damages in excess of the deposit amount. User agrees to pay any excess damages within 10 days of facility use. Unpaid damages and rent will accrue interest at the maximum rate allowed by applicable law.

The Organization and the Responsible Adult, jointly, severally and personally guarantee payment of rental fee, deposit and any and all damages.

The User and the responsible party agree to defend, indemnify and hold harmless St. Edward's Catholic Church, its employees, agents, the Diocese of Little Rock, the Bishop of Little Rock and related organizations and persons (hereinafter "Indemnitees") from any and all damages resulting from use of the facility including but not limited to property damage, personal injury and loss of use. This duty includes the duty to defend, indemnify and hold harmless the Indemnitees even if the Indemnitees are partially or solely at fault.

St. Edward's allows the User permissive use of the Facility and reserves the right to withdraw the permissive use on any basis within the discretion of St. Edward's. Subject to any applicable charges stated above, the balance of the deposit will be returned to the User if in the exercise of St. Edward's discretion this permissive use is withdrawn. In no event shall St. Edward's be responsible for any consequential damages.

Parish facilities will not be used for the following functions:

****NO rental of Hall outside of sacramental celebration or sacramentally related (such as a 50th anniversary, or 90th birthday party).

- Rehearsal dinners, receptions, or related functions in which a Catholic is entering into an invalid marriage (marriage not recognized by the Catholic Church);
- Rehearsal dinners, receptions, or related functions in which two non-Catholics are entering into an invalid marriage (marriage the Catholic Church would not recognize);
- Any organization whose philosophy or image might appear contrary to that which the Catholic Church espouses;
- Any political rally or assembly in which a particular candidate or political party is endorsed, nor for any political fund-raising activity.

The Individual/Organization sponsoring the event is responsible for the actions of each guest present. Any damage or violation as a result of your guests will result in Individual/Organization being billed for repair or penalized for future use of the facility. It is the responsibility of the Individual/Organization sponsoring the event to have on hand at all times sufficient security or event monitors to ensure the safety of all guests and Parish Property. Depending on the nature and size of the event, it may be required that a Security Guard(s) be present, especially if alcohol is present. Security Guard(s) are at the expense of the Individual/Organization. The Business Manager/Pastor will determine whether Security Guard(s) are required.

Parish Dining Hall (inclusive of kitchen)*

Renter	Damage/Cleaning Deposit	Rental Fee	Cleaning Fee
Active Parishioner**	\$300.00	300.00	\$50.00
Other	\$500.00	\$500.00	\$100.00
School or Parish Groups	No charge	No charge	No charge

St. Edward's Church – Main Sanctuary (inclusive of restrooms/dressing areas)*

Renter	Save the Date/Cleaning Deposit	Rental Fee
Active Parishioner**	\$200.00	No charge
Other	\$300.00	\$350.00

* All rentals are for up to 4 hours unless other arrangements are made to be coordinated with other parish activities, i.e. funerals.

** As defined by the Pastor.

Cancellations of rental for the Parish Dining Hall, Main Sanctuary, and Chapel will require a 30-day notice to receive refund of the deposit.

Non-profit Groups

Community groups using the facilities for the benefit of the community are asked to present proof of their non-profit status to obtain a “no charge” fee. However, they will be required to provide the Damage/Cleaning Deposit which will be returned to their organization upon final inspection of the facility following the event. Community groups may be required to provide proof of liability insurance.

Special Uses of Outside Areas

Community groups have requested the use of the parish/school parking lot areas. They are not charged for this use. However, they will be required to provide the Damage/Cleaning Deposit which will be returned to their organization upon final inspection of the facility following the event.

Waiver

- The Pastor of St. Edward’s Catholic Church has the right to refuse rental.
- Any Parishioner or Commission may petition the Pastor in advance for a waiver of a particular policy. All petitions are subject to approval of the Business Manager and or Pastor.

Reservations are on a first-come first-serve basis. Reservations are secured at the time this policy is completed. Any individual or group seeking to reserve the Facilities may do so no more than 2 months in advance unless they meet the Pastor’s definition of Active Parishioners. Facility Use Guidelines are attached.

It is the recommendation of St. Edward’s Church that the Lessee consider the purchase of a Special Events Insurance Policy for the event. Coverage can be purchased through your insurance company.

Responsible Adult and/or Organization Officer:

Signature _____ Date _____

Daytime phone number _____ Evening phone number _____

Secondary point of contact:

Name _____ Phone number _____