

STANDING RULES FOR USE OF ST. MARY'S FACILITIES

EVENT: _____

DATE OF FACILITY USAGE: _____

PARISH: St. Mary's Fredericksburg TX (PARISH is understood to include the Archdiocese of San Antonio, Texas)

(By initialing each policy rule you acknowledge that you have read and understand the St. Mary's Catholic Church Facilities Use Policy)

_____ 1. St. Mary's Catholic Church (hereinafter "Lessor") reserves the right to refuse use of any facility to any person, organization, or others requesting use of facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of St. Mary's Catholic Church.

_____ 2. Lessee acknowledges that Lessor's facilities are owned by the Archdiocese of San Antonio, Texas and as such, are subject to the religious, moral, and ethical principles and directives of the Archdiocese of San Antonio, Texas. Any activity on these premises deemed offensive to those principles shall not be allowed and, therefore, any contracts for use of such facilities shall become null and void immediately at the time St. Mary's Catholic Church becomes aware of such an offensive activity. Additionally, Lessee will forfeit any claim to rental fees and deposits paid by the Lessee for the event in question.

_____ 3. Use of any facility for political purposes is prohibited. Usage by any non-parish group is subject to approval.

_____ 4. Indemnification. The Archdiocese of San Antonio Texas the Archbishop of San Antonio Texas, St. Mary's Parish, its Pastor, Facility Manager, and/or designated Parish Representative(s) assume no responsibility whatsoever, for any property placed in said premises and are hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person(s) or property that may be sustained by the occupancy of said premises under this rental agreement. Neither Lessor nor Security will be held responsible for theft or damage to vehicles or their contents in Lessor's parking lots during any event(s).

LESSEE SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE ARCHBISHOP OF SAN ANTONIO AND HIS SUCCESSORS IN OFFICE, THE ARCHDIOCESE OF SAN ANTONIO, ST. MARY'S PARISH, AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY CLAIM, DEMAND, CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE OF EVERY KIND AND CHARACTER AND ALL LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), WITHOUT LIMIT OR LIMITATION, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF LESSOR, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR INJURY, ILLNESS OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LESSEE'S USE OF LESSOR'S PROPERTY.

It is the express intention of the parties hereto that under this Indemnity and Hold Harmless Clause, Lessee shall defend and indemnify and protect Lessor from the consequences of Lessor's own negligence or gross negligence, whether real or alleged. Lessee acknowledges that it has read the foregoing Indemnity and Hold Harmless Clause, knows its content, meaning and effect, and has initialed it voluntarily, willingly and without reliance upon any representation by Lessor.

_____ 5. Waiver of Damages. Lessee hereby expressly waives any and all claims for compensation or damages resulting from any loss sustained by reason of any defect, deficiency, failure or impairment of the water supply system, mechanical system, plumbing system or electrical system.

_____ 6. Damage Deposit. Lessee shall **PAY UPON THE EXECUTION OF THIS AGREEMENT AS DAMAGE DEPOSIT**, to Lessor, the amount of \$500/\$200. Lessee shall forfeit this deposit to Lessor in the event of damages to Lessor's premises or contents. Failure to adhere to any of the STANDING RULES, which are attached hereto, will result in forfeiture of the entire deposit. Half of the damage deposit will be retained for a cleaning fee.

_____ 7. Damage Fee. Lessee will be responsible for damages done to the facilities (to include leaving the facility, including kitchen, in an excessively dirty, unsanitary or messy condition) during the period of time of event, including the setup/teardown. Lessee shall promptly reimburse Lessor FOR ANY AND ALL DAMAGES to the facilities, fixtures or equipment (including property damage and loss of use) resulting from any damages caused (either directly or indirectly) by Lessee or Lessee's Agents, Contractors, Sub-contractors or Guests. One hour of staff time to clean the facility is included in the contract. Additional hours will be charged against the deposit. If the deposit does not cover the damages, or fees, then St. Mary's Church will send an itemized invoice, and the Renter agrees to pay within ten (10) days from the date of the invoice. Any remaining damage deposit will be refunded within thirty (30) days after the event.

_____ 8. Duty to Inspect. Lessee acknowledges the responsibility to schedule an inspection together with a designated Parish Representative to fully inspect the Leased Premises within 24 hours prior to occupancy (including any pre-event set-up). On the basis of such inspection, Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including building, furnishings, fixtures and equipment. A copy of the blank inspection form is part of this agreement, but it is not valid unless completed and co-signed during an inspection together with a designated Parish Representative. Should the Lessee fail to inspect, the Lessee hereby agrees to pay Lessor for any damages or excessive clean-up the parish attests is related to the Lessee's event.

_____ 9. In order to qualify for the Parishioner rate, Lessee must be a registered and contributing member of the parish for at least one year prior to scheduling the event.

_____ 10. Reservations under this Agreement are guaranteed unless the terms of this contract are violated. The reservation must include payment of non-refundable deposit and completed application signed by both the Lessee and a designated Parish Representative. **RESERVATIONS WILL NOT BE FINAL UNTIL THE CONTRACT IS PAID IN FULL.**

_____ 11. Checks returned by the bank are assessed a \$30 returned check fee. Please be aware that Lessee's check may be deposited into the bank as early as the day it is received.

_____ 12. No marriage ceremonies, civil or religious, are allowed in the parish center.

_____ 13. The Facility Manager, or designated Parish Representative, must be present at any and all functions/events while the facility is being used; to include set-up and tear-down.

_____ 14. In order to promote better care and utilization of our facilities, the following will apply:

- Any thermostat adjustments will be made by the Facility Manager or designated Parish Representative.
- Facilities will be vacated no later than two hours after the stated termination Time & Date.
- NO decorations are to be attached to any surface or fixture in the building.
- Candles are permitted but must be contained in some manner such as hurricane lamp, globe, or bowl, etc....
- The throwing of rice, birdseed, potpourri, real rose petals, and any other like items is not permitted.
- Any type of glitter, confetti, cascarones or real rose petals, is not permitted on floors and tables.
- Silk Rose petals are permitted.

- No loose hay, bales of hay or straw may be used inside the facility.
- Bubbles must be used outside only!
- Violation under rule 14 will result in loss of damage deposit plus any additional cleaning fees required.
- All decorations must be free standing.
- Setup arrangements must be made with the Facility Manager or designated Parish Representative one week in advance.
- Lessee must remove ALL decorations, equipment, rentals, catered items, food, etc. before leaving the premises. All tables will be cleared of all items. Helium filled balloons will be removed.
- Lessor will not be held responsible or liable for any items of value left non-secured or left behind after event.
- Anything not claimed within 72 hours becomes property of Lessor.
- Tables, chairs and/or other furnishings may not be removed from the building.
- Any rearrangement of furniture must first be cleared with the Facility Manager or designated Parish Representative.
- When food is served tables must be covered.
- No electrical cords or cables may be strung across floors, or taped to floors or carpets.
- Smoke and/or fog machines are not permitted.
- Lessee's use of furnishings and equipment shall be limited to those items described in writing on the attached form.

_____ 15. This rental agreement does not imply exclusive use of Parish Hall Facility. The design of this building is intended to provide shared use of facilities for those attending Mass or other events. Acceptance of possible simultaneous use of these facilities is a requirement of this agreement.

_____ 16. Security. Uniformed security officers are required for all functions and furnished through Lessor at Lessee's expense. Cost of security will be in addition to rental fees. Should attendance be in excess of the number projected, the officer in charge will notify Lessee and call additional officer(s) at Lessee's expense. Security must be present and on duty during reserved hours or until all guests have departed and the facility being used has been properly secured. No refund will be issued once event has started. Security will be booked one (1) month prior to the event.

- Minimum security contract is five hours.
- Security officers have the RIGHT to ask for and take keys from inebriated guests and have the authority to remove any person who is inebriated or disruptive.
- A minimum of two security officers is required. One additional security officer is required for each additional 100 guests over 100 people or a fraction thereof.
- _____ 17. Children. Children must be supervised at all times and not allowed to run around or roam facility unattended.
- Minors may not consume intoxicating beverages and no controlled substances shall be procured or consumed illegally on the premises.
- Lessor's staff and security are not responsible to watch children during any event.
- No one under the age of thirteen (13) will be permitted in the kitchen.
- _____ 18. Conduct. Persons violating this agreement, creating a disturbance or using abusive language will be escorted from the facilities by the Facility Manager, designated Parish Representative and/or Security Officer.
- No smoking is permitted whatsoever inside the building – to include restrooms.
- No pyrotechnic devices (sparklers, firecrackers, poppers etc...) will be allowed on Lessor's property.
- Moderate noise level is expected.

- Music or program sound must stop by midnight or as specified in the contract.
- During any service in St. Mary's Church the Maximum Volume Level will be ____ decibels.
- A copy of the City of Fredericksburg Noise Ordinance will be available for review.
- Lessee will be given one (1) verbal warning to abide by this ordinance and should the Lessee fail to comply or should the volume increase again after verbal warning it will be turned off for the remainder of the event.
- _____19. Set-up: Lessor is staff will set up the desired tables and chairs prior to the event as per Lessee's written instructions and "floor plan".
- Set up arrangements must be made with Facility Manager or designated Parish Representative one week in advance of event.
- The facility will be ready upon Lessee's arrival for decorating --- it is advisable to utilize the services of professional decorators or adult family members and friends.
- Third-parties must be approved in advance. All contractors and subcontractors assisting Lessee in preparation, presentation and clean-up of the event shall be approved by the Facilities Manager or designated Parish Representative seven (7) days prior to the event.
- _____20. Clean-up: All decorations must be removed by professional decorators and/or family members at the end of the event.
- Lessee is to clear leftover food and trash from the tables into the trash cans.
- If tablecloths are rented through someone other than Lessor, Lessee is responsible to remove tablecloths, bundle and bag them after the event.
- All equipment must be removed as specified in agreement.
- Half of the damage deposit will be retained for a cleaning fee
- _____21. Permits and Licenses: Lessee shall have the sole responsibility to secure in Lessee's name, at Lessee's expense, any permits or licenses required for Lessee's activities of events held on the Leased Premises. (e.g. Alcohol licenses, Caterers: Retail Health Permit, sales tax permits, vending license.)
- _____22. Alcohol: The rules of the Texas Alcoholic Beverage Commission will be adhered to at all times by anyone using our facilities.
- **NO ONE UNDER TWENTY-ONE (21) WILL BE ALLOWED TO CONSUME ALCOHOLIC BEVERAGES.**
- The sale of liquor or set-ups by private organizations or individuals at wedding receptions, private parties, etc., is strictly prohibited. **Alcohol may be SERVED but NOT SOLD.**
- Individuals or groups reserving the hall must use qualified TABC-certified bartenders for serving of beer, wine, or any other alcoholic beverage. We recommend one (1) bartender per 100 adults. A minimum of two bartenders is required. One additional bartender is required for each additional 100 guests over 100 people or a fraction thereof.
- Uniformed Security / Police must be present when the bar is to be opened. Bar will close down 15 minutes prior to end of event.
- It is a violation of the agreement and will constitute immediate eviction from facility and forfeiture of all fees should alcohol be used in a non-alcohol event.
- No alcohol is allowed outside of the building during the function.
- Bartenders have the authority to refuse any guest who they feel has had too much Alcohol to drink.
- _____23. Kitchen Use: Kitchen facilities are available for use if included in this contract. Caterers must supply a copy of their Certificate of Insurance and Retail Health Permit and be approved by Facility Manager or designated Parish Representative prior to the event. Any and all use of kitchen equipment requires qualified/trained persons or Caterer. Equipment that is designated on kitchen equipment check list must be properly washed, rinsed and sanitized. Children under the age of thirteen (13) will not be permitted in the kitchen.

- _____24. Parking: Parking is on a first come – first served basis. Occasionally we may have several functions occurring simultaneously. No parking is allowed on grassy areas, fire lanes or in the porte-cochere. Vehicles parked in unauthorized areas are subject to being towed away at owner’s expense.
- _____25. Dates: Lessor does not accept reservations for the following dates Holy Week, Easter Sunday, All Saints Day, All Souls Day, Turkey Dinner, Thanksgiving, or Christmas. Events are not scheduled during Lent and Advent, Feast of the Immaculate Conception, Guadalupe Feast Day Dec.12. 1st Communion and Confirmation Days, Graduation Sunday/Baccalaureate, Benefactors Dinner, Winter Benefit, MaiFest.
- _____26. Youth-Centered Rentals: All rules and guidelines will apply for youth-centered events. **NO ALCOHOLIC BEVERAGES WILL BE SERVED OR PERMITTED.** One additional Security Guard will be required for the protection of our youth.

I HAVE READ AND WILL COMPLY WITH THE ABOVE RULES.

NAME _____

SIGNATURE _____

DATE _____