

## **SPECIAL EVENTS INSURANCE**

All approved parish family receptions, dances, parties, reunions, showers and other activities must present a **CERTIFICATE OF LIABILITY INSURANCE** documenting \$1,000,000 in General Liability to the Parish/School or Institution Administrator which would name the Diocese of Amarillo and the parish as "additional insured" with the proper liability limits at least 15 days prior to the event. Also, if beer and/or wine are being served at the event, the sponsor must document they have Host Liquor Liability.

As per diocesan policy, only beer and/or wine can be served at non-parish sponsored events. "BYOB" (bring your own bottle) events are not allowed on any diocesan properties. However, if the host chooses to serve beer and/or wine at their event, their **CERTIFICATE OF LIABILITY COVERAGE** must, also, include "**HOST LIQUOR LIABILITY.**"

In the event the host does not have Certificate of Liability, Waldorf & Associates offer **SPECIAL EVENTS INSURANCE COVERAGE** to third parties who use any diocesan property for private functions. Premium for this coverage is \$100 for each event. *This insurance includes "Host Liquor Liability." Coverage is subject to the approval of Waldorf and Associates.*

**Rental Indemnity Agreement  
Saint Mary's Catholic Church  
PO Box C  
Montgomery & McClelland  
Clarendon, TX 79226**

In consideration of the acceptance of this Agreement for the use or rental of facilities, I, intending to be legally bound, hereby for myself, my heirs, and administrators, waive and release any and all rights and claims for damages I may have against Saint Mary's, it's Pastor, representatives, agents, employees and all other persons acting therefore from any and all damages which may be sustained and suffered by me, or any guests in connection with this event and which may arise out of traveling to, during, or returning from the event and further agree to Indemnify the Diocese of Amarillo, and Saint Mary's Church, it's Pastor, representatives, agents, employees, and all other persons acting therefore from any and all claims, damages, liabilities, or suits including the cost of litigation and counsel fees arising from my use of the facilities or traveling to or from the event by me or any guests.

Binding Arbitration. In consideration or the timely and cost effective resolutions and controversies between parties, all such controversies regarding this agreement or the rights of the parties hereto, shall be submitted to arbitration, before the American Arbitration Association. The parties agree to waive their rights to a jury trial, punitive damages, attorney's fees, cost, or expenses as a result of this agreement or the actions or any party hereto. In the event litigation is necessary to seek ratification or enforcement or the arbitrator's award, the parties agree that venue lies in Donley County, Texas and the parties waive their right to a jury for any claims or counter claims. This arbitration clause shall survive the termination or the breach of the agreement. If any provision or the Arbitration Clause is held invalid, that invalidity shall not affect other provisions of this Arbitration Clause.

**X**

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Event

The following individuals, groups or organizations are eligible to use the Parish hall. Prior approval must be obtained from the parish representative who is in charge of reserving the hall or pastor. Reservations for dates and events should be given well in advance to avoid any schedule conflicts. \*\*Emergency situations will take president over any scheduled event. \*\*

### Parishioners

Priority is as follows:

- 1 Parish functions
- 2 Parish Organizations. The organization that makes the request first is top priority.
- 3 Fund Raising. Parish organizations are the only ones that can use the hall for a fund raiser.
- 4 Any adult (18 years or older) parish member may use the hall for family oriented affairs.

### Non-parishioners

Non-parishioners may not use the hall except for the following circumstances:

- 1 Wedding
- 2 Funerals
- 3 Clarendon School functions
- 4 Civic Organizations
- 5 Family Functions
- 6 Other

If a circumstance merits special consideration, the request will be submitted to the Parish Council. The Parish Council's decision will be final and can or may attach any additional conditions that seem necessary. For all non-parish events, there will be a \$200.00 daily rental fee for the hall and a refundable cleaning and key deposit of \$300.00 for all facilities. All fees are payable to Saint Mary's via check.

	\$200.00	Daily Rental Fee	non-refundable
	\$300.00	Cleaning & Key Deposit	refundable
Received Packet <small>(See Special Events Insurance)</small>	\$100.00	Insurance Fee	Paid to K&K
	<b>Total Owed</b>		

## Guidelines

The following guidelines apply to any individual, group or organization that uses the hall

- 1 Whoever wants to use the hall must first get approval from the parish representative in charge of the hall or the pastor
  - A So he/she can coordinate the use of the hall to avoid scheduling conflicts
  - B So he/she will have on record who is assuming the responsibility for the hall
  - C So he/she can explain the conditions for using the hall and collect insurance forms and rent when required which host is responsible for filling out the contract and list of equipment and items needed for the event.
- 2 Each group or individual who uses the hall is responsible for the cleaning of the building (including the bathrooms), the equipment, grounds/parking lot and removal of all trash. If any furniture has been moved or relocated it must be put back in the original location.
- 3 All damages or loss of equipment must be reported. The renter is responsible for the cost of damages and repairs which will be contracted by the parish.
- 4 Saint Mary's Church reserves the right to refuse the use of the facilities and may cancel the contract within 24 hours of the event to be scheduled if an emergency arises.
- 5 If the renter fails to cancel prior to the scheduled event, your deposit will be forfeited.
- 6 If the event falls on a Saturday, the facility must be cleaned immediately after the function, or pay rent for another day.

The following guidelines apply to any individual, group or organization who wants to borrow or use any equipment from the hall

- 1 Any individual parishioner may use equipment from the hall for private use only; however, approval must be obtained first from the parish representative or the pastor

## Guidelines, cont.

The following guidelines for the building apply to any individual, group or organization that uses the hall

- 1 No smoking in the building.
- 2 Renters provide their own paper goods. If kitchen is to be used, items owned by Saint Mary's will remain at Saint Mary's. A checklist will be provided of these items. Caterers will provide all their own equipment (i.e. pots, pans, dishes, utensils, etc.)
- 3 If bartender is serving beer and/or wine, he must comply with all the Texas ATF rules and regulations.
- 4 No baseballs or any other hard sports objects may be used within the building. There must be adult supervision when anyone, other than adults, is using the building.
- 5 Air conditioning and heating must be turned off. Make sure doors are securely locked; all activity must end by 1:00 AM. Failure to do so may result in the forfeiture of deposit.
- 6 Persons renting the facility will vacate facility at the time stated.
- 7 The keys to the facility may be picked up on the day of the event and shall be returned the following day. No deposit will be returned unless the keys have been returned. Saturday and Sunday events will pick up the keys by 3:00 PM on Friday and returned Monday morning before 12:00 PM.
- 8 In the case of weddings, a person other than the bride or groom must be designated as the responsible person, and that person is responsible for compliance with all rules.
- 9 NO Nails, tacks or tape on walls, ceiling or floor.
- 10 No subleasing to other parties.
- 11 Any decoration needs to be self-supported on the floor.

A violation of the guidelines may be grounds for forfeiture of the deposit and denial of the right to use the facility again in the future.

# Checklist

\_\_\_\_\_ I (We) agree that the signing of this contract is for no more than a 24 hour period, beginning at 9:00 AM (Rental day) to 8:59 AM the next day.

\_\_\_\_\_ I (We) understand that the deposit will be refunded within 72 hours after the end of rental time, provided there are no damages or losses incurred and keys have been returned.

\_\_\_\_\_ I (We) agree that the Saint Mary's Representative has the right to make the appropriate decision regarding the deposit refund amount, in case of any damages.

\_\_\_\_\_ I (We) have walked through Saint Mary's Hall with Saint Mary's Representative to inspect the portion of the parish hall which is to be rented and have checked out kitchen items to be used, and will be responsible for any damages or losses incurred and return all keys.

\_\_\_\_\_ I (We) agree to provide and pay for Security Personnel (Texas Certified Security Officer or a Certified Police Officer) upon Saint Mary's request.

\_\_\_\_\_ I (We) have read the "Special Events Coverage" contract and have filled out the necessary paperwork.

\_\_\_\_\_ I (We) have read the "Guidelines".

\_\_\_\_\_ Deposit and rental fee is due at application.

\_\_\_\_\_ I (We) release Saint Mary's Church and Representatives from any liability.

\_\_\_\_\_ I (We) have read and signed the Rental Indemnity Agreement.

I acknowledge receipt and agree to the above guidelines and regulations. I will hold Saint Mary's Church harmless from any and all claims arising from the rental of said property and equipment.

**X**

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Renter's Printed Name

\_\_\_\_\_  
Address and Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parish Representative