



Event Occupancy Agreement for Use of St. Joseph Parish Activity Center

St. Joseph Church is a non-profit corporation, and as with any corporation, the Church may be held liable for legal actions. In order to protect the Church, we must purchase insurance policies and enter into a contract with you for use of the Parish facilities. This Event Occupancy Agreement and all addenda (collectively referred to hereafter as the "Agreement") set forth the rules and conditions for use of the Parish Activity Center (the "PAC"). Please read the Agreement carefully, fill in the sections to be completed, initial at the bottom of each page, and sign the signature page in space provided. The completed and signed Agreement should then be returned to the Parish Office along with payment of all required fees. Please feel free to ask our staff if you have any questions.

1. PARTIES: The parties to this agreement are:

Parish: St. Joseph Catholic Church, a Texas non-profit corporation, whose address is 507 East 26th Street, Bryan, TX 77803 ("Parish"); and

Occupant: Name: _____

Address _____

City _____

State: _____ Zip: _____

Work Phone: _____ Cell Phone: _____

Email Address: _____

2. PREMISES & USE:

A. Parish rents to Occupant that portion of the Parish Activity Center ("PAC"), located on St. Joseph Church Property, at 700 East 26th St., Bryan, TX. 77803, identified below *with the use of the kitchen and restroom facilities*.

Main Room (area with the stage and accordion doors closed)

Rooms 1, 2, and 3 (long narrow area on the other side of accordion doors)

Entire PAC (main room AND rooms 1, 2, and 3)

B. Occupant intends and may use the PAC for the following purpose and for no other purpose:

C. Date of Event _____

D. Estimated Attendance _____ (Maximum capacity 300 people)

Circle the Correct Response Below:

Will food be served? Yes No

Will alcohol be served? Yes No (If Yes, see special addendum page)

E. Caterer _____

3. RENT, USE AND INSURANCE:

A. Rent. Occupant shall pay to Parish the amount due for use of the Premises. Occupant must pay the Base Fee, the Special Events Insurance Premium and estimated Hourly Rate at the time Occupant signs this Agreement. Excess hours must be paid the week after the event.

B. Use. Any activity approved for use at St. Joseph Parish Activity Center must conform to the solemnity and standards exemplified by the church. No activity will be permitted which is counter to the spirit of the Roman Catholic faith. Renters and guests should conduct themselves appropriately to adhere to this standard and respect other events taking place on the church property. Parish reserves the right to refuse any and all applications.

D. Special Events Insurance.

(1) Attached to this agreement is an Application for Special Events Coverage (*applications are available from the diocesan Finance Office or at the diocesan website*). Occupant shall complete and sign the application to the diocesan Finance Office for submission to the insurer named in the application. Upon insurer's approval of the application, the Parish or the Diocese may pay the premium for the Special Events Insurance and Occupant shall reimburse Parish or the Diocese the amount of the premium.

(2) This agreement is conditioned upon the insurer's approval of the application and issuance of the Special Events Insurance described in the application naming the Occupant as the insured and the Parish and the Catholic Diocese as additional insureds. If the application is denied, this agreement shall terminate and Parish shall refund all amounts Occupant has paid to Parish.

NOTICE: Occupant is advised to review the Special Events Insurance coverage. Occupant must purchase the Special Events Insurance described in this agreement and is encouraged to purchase additional coverage, as Occupant determines necessary, through an insurer of Occupant's choice.

4. REFUNDS:

A. Cancelations. If Occupants cancels the event before the date this Agreement begins, this Agreement will terminate and Parish will refund all fees paid.

5. USE OF PARISH PERSONAL PROPERTY: During the term of this Agreement, Occupant may use the following property that belongs to the Parish:
Tables, Chairs, Ice Machine, Freezer, Walk in Cooler, Kitchen Appliances, and Lattice Panels
No other Parish personal property may be used that is located or stored in or near the Premises.

- 6. CARE FOR PREMISES.** Occupant shall:
- A. keep the Premises in a neat and clean condition;
 - B. comply with all applicable laws and regulations with respect to the Premises;
 - C. permit no waste or injury to: (i) the Premises; (ii) the surrounding Parish property; or (ii) any person on the Premises or on the surrounding Parish property;
 - D. require all guests, invitees, or licensees to dispose of trash only in appropriate receptacles;
 - E. not permit any person to use the Premises in a way that: (i) constitutes a nuisance; (ii) violates any law or ordinance; (iii) is offensive, noisy, or dangerous; or (iv) in Parish's sole discretion, constitutes a use that is scandalous, offensive, or contrary to the teachings or positions of the Roman Catholic Church;
 - F. not bring, or permit others to bring any firearms onto the Premises or Parish property, unless that person is a licensed peace officer who is there to provide security for the event;
 - G. not bring or permit others to bring any unlawful, dangerous, flammable, or explosive substance onto the Premises or Parish property;
 - H. not alter or modify any part of the Premises or any Parish property (real or personal);
 - I. not post or paint any signs at, on, or about the Premises or the Parish property;
 - J. not do anything that causes a lien to be filed against the Premises or any Parish property; and
 - K. abide by any other requirements of this Agreement.

7. SECURITY: The Brazos County Sheriff's Department and St. Joseph Catholic Church require two (2) licensed peace officers be present at the event if alcohol is made available to guests of the event, irrespective of the total number of expected guests.

Occupant shall be responsible for procuring and paying for such officers. The officers must be on duty from the beginning of the event until the Premises has been secured.

PLEASE CONTACT: Scott Hines with the Brazos County Sheriff's Dept. to schedule officers for your event at shines@brazoscountytexas.gov or Donald Lampo, Constable, 979-361-4477

Occupant is solely responsible for supervising all individuals on the Premises and adjoining property during the event. Parish is not responsible for providing this supervision. However, the Parish may evict individuals from the Premises during the event if their conduct is not in the best interest of the Church, the public or is deemed to be detrimental in any way.

8. ALCOHOL: Occupant may NOT permit any alcohol to be present on the Premises unless the parties have entered into a separate agreement addendum attached to this Agreement permitting alcohol.

9. ETHICS AND INTEGRITY IN MINISTRY: If, in Parish's sole discretion, Occupant will engage in any activity that is considered to be ministry, Occupant must provide Parish with proof that he/she is in compliance with Ethics and Integrity in Ministry (EIM) policies published by the Diocese of Austin.

- 10. UTILITIES:** Parish shall provide during the term of this Agreement normal lighting, water, wastewater, and heating and air conditioning in amounts and in a manner for which the Premises was designed. The Parish is not responsible or liable for the failure of utilities for any reasons; however, the Parish will work diligently to repair any such failure that is not caused by Occupant or Occupant's guests.
- 11. CONDITION OF PREMISES:** Occupant has inspected the Premises and accepts the Premises in its present (as-is) condition. **Parish has made no express or implied warranties as to the condition or permitted use of the Premises. Occupant must satisfy itself that the Premises may be used for Occupant's intended purpose.**
- 12. VACATING THE PREMISES:** Occupant shall vacate the Premises at the time this Agreement ends and shall remove from the Premises all personal property that Occupant, Occupant's contractors, guests, invitees, or licensees brought onto the Premises or the Parish property. If the Premises are damaged, beyond normal wear and tear, by Occupant, Occupant's contractors, guests, invitees, or licensees, Occupant shall, upon demand, pay Parish the cost to repair the damage. If Occupant leaves any personal property in the Premises, Parish may: (a) require Occupant, at Occupant's expense, to remove the personal property; or (b) retain such personal property as forfeited to Parish.
- 13. LIABILITY & INDEMNITY:**
- A. To the extent permitted by law, Parish is NOT responsible to Occupant or Occupant's employees, contractors, guests, invitees, or licensees for any damages, injuries, or losses to person or property caused by an act, omission, or neglect of: Occupant; Occupant's contractors; Occupant's agents; Occupant's guests; Occupant's employees; or invitees.**
 - B. Parish is NOT responsible to Occupant for any delay, damage, or inability to occupy the Premises caused by weather, including but not limited to ice, snow, hail, winds, floods, or hurricanes, earthquakes, civil disturbances, regulation of any public authority, acts of God, and any other causes beyond the control of Parish.**
 - C. Occupant shall indemnify and hold Parish and the Catholic Diocese of Austin, as well as their members, clergy, officers, agents, and employees, harmless from all claims, suits, liability, demands, damages, expenses, costs, liabilities, causes of action, judgments, or awards, whether groundless or not, which may occur or are alleged to have occurred, in whole or part, by or because of Occupant or Occupant's agents, employees, contractors, guests, invitees, or licensees. This indemnity covers loss under any theory of loss (negligence or otherwise). Occupant assumes all risk of damage or injury (including death) from any cause whatsoever to: (i) Occupant's own property or person; or (ii) the property or person of Occupant's agents, employees, contractors, guests, licensees, or invitees.**
 - D. Occupant waives any right of recovery against Parish and the Catholic Diocese of Austin, as well as their members, clergy, officers, agents, and employees for indemnification, contribution, or declaratory relief arising out of or in any way connected with Occupant's use or occupancy of the Premises and adjoining property, even if Parish, its members, clergy, officers, agents, and employees seek recovery against Occupant.**

14. DEFAULT: If a party fails to comply with its obligations under this Agreement and the failure to comply is not cured in a reasonable period of time, given the nature and timing of the failure to comply, the non-complying party will be in default of this Agreement and the other party may seek any remedy available at law. Additionally, if Occupant is in default, Parish may immediately terminate Occupant's right to occupy the Premises by providing Occupant written notice. If Occupant is in default, Occupant shall be liable for: lost rent; repairs to the Premises or any Parish property for use beyond normal wear and tear; Parish's cost to remove Occupant, Occupant's contractors, guests, invitees, or licensees and their personal property; cost to clean the Premises; cost to replace any unreturned keys or access devices to the Premises; and any other recovery to which Parish may be entitled under this Agreement or law.

15. MISCELLANEOUS:

- A. Occupant may not assign or sublet Occupant's rights under this agreement.
- B. This instrument contains the entire agreement between the parties and may not be changed.
- C. This agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- E. The laws of the State of Texas govern the interpretation, performance, and enforcement of this agreement. Venue is proper in the county in which the Premises are located.
- E. If any clause in this agreement is found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- F. The parties require strict compliance with the times.
- G. The prevailing party in any legal proceeding brought under or related to this agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.
- H. The party executing this Agreement must be at least twenty-one (21) years of age.
- I. There will be the single point of contact with the Church office staff. Occupant will be that point of contact, unless Occupant appoints someone else to serve as the representative for Occupant's activities. If so, Occupant must provide the Parish with such contact information.
- J. Occupant shall not use St. Joseph Catholic Church name to suggest endorsement or sponsorship of the event without prior written approval of Parish. Occupant's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- K. Parish may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of Parish or the community.

L. If Occupant, or Occupant's guests/invitees violate any part of this Agreement or reports false information to Parish, then Parish may terminate this Agreement and Occupant shall forfeit all, or in the sole discretion of Parish, a portion of or all of the rent, fees, and insurance premiums paid by Occupant.

The information provided by Occupant in this Agreement is true and correct. I have read and understand the terms and conditions contained within this Agreement, the Event Information and Procedures Addendum and if required, the Addendum allowing alcohol on the Premises and I agree to all of the aforementioned rules, regulations, and conditions of use.

OCCUPANT

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ST. JOSEPH CHURCH USE ONLY

Parishioner

Non-Parishioner

EVENT RENT and FEES

Base Rate Fee (Does not include any hours) \$ 500.00

Please Note: *This is NOT a deposit but a Base Fee and part of the Rent for the Parish Activity.*

Insurance Premium \$ 105.00

TOTAL DUE: \$ 605.00 Paid _____

ADD: 8 Hours Occupied Day of Event \$ 400.00

ADD: 4 Hours for Prior Day \$ 200.00

TOTAL DUE for Hours \$ 600.00 Paid _____

Number of Security Guards Required 2

Licensed Bartenders Required to Serve Alcohol at least 1

Rules and Regulations

USE OF THE Parish Activity Center

The following are acceptable uses for the PAC:

- Wedding receptions, if the wedding ceremony is performed in St. Joseph Church
- Wedding rehearsal dinners, if the wedding rehearsal is performed in St. Joseph Church
- Anniversary parties
- Family reunions
- Showers (bridal and baby)
- Private parties (with Pastoral Council approval)
- Meetings and Conferences
- Funeral meals for funerals held at St. Joseph Church

The PAC **CANNOT** be used for:

- Fund raising activities for organizations not affiliated with St. Joseph Catholic Church
- Wedding Ceremonies
- Functions in honor of a minor

**The Parish Activity Center is NOT rented during the month of December.
Only functions for St. Joseph Church and School are held in the PAC in December.**

OCCUPANT DEFINED

Usage of the Premises is intended foremost for members of the parish. A member of the parish is defined as one who is currently registered in the parish, has been registered for at least one (1) year prior to booking the event, supports the parish with tithing and participates in the sacraments.

FEES

The Base Rental Fee provides Occupant the right to use the Premises. Occupant will also pay Parish for the time Occupant actually uses the Premises. The amount to be paid by Occupant will be the number of hours used at the hourly rate as shown on the attached Fee Schedule. The actual time of use will begin when Occupant occupies the Premises, includes decorating time, and ends when the event ends and the Premises is cleaned, vacated and secured.

SET-UP/CLEAN-UP/DECORATIONS

1. Caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Premises unless approved by Occupant. Occupant shall be responsible for arranging access during the time requested for entry and exit of the Premises.
2. Occupant shall not prepare or decorate the Premises prior to the event start time, unless Occupant pays rental fees, and insurance for the time of the preparation and/or decoration.
3. **Occupant shall not allow nails, hooks, tacks, wire, screws, poles, stakes, tape or other forms of fasteners into or onto any part of the Premises (including ceilings, walls and floors).**
4. **NO rice, NO bird seed, NO confetti and NO sparklers allowed in or on the Premises. Bubbles may be used outside of the building only.**

5. Occupant shall not store any equipment or materials at the Premises or adjoining property.
6. Occupant shall be responsible for all clean up of the Premises, including adjacent grounds, at the end of the rental. Occupant shall leave the Premises clean and free of all trash and litter. Occupant shall also leave all fixtures, if any, in good working condition.
7. Occupant shall be responsible for any and all damage to the Premises and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Occupant shall be charged for any and all janitorial and/or repair fees incurred by Parish as a result.

SOLEMNITY OF THE WEDDING SACRAMENT DURING WEDDING RECEPTIONS

Couples are encouraged to remember the solemnity of this sacrament and urge their wedding party to treat the occasion with dignity. Any lewd activities, including sexually provocative decorations indoors, outside and on the automobiles, are to be discouraged. If such actions are deemed scandalous, the reception can be terminated and the rent non-refundable.

ENTERTAINMENT

Bands or disc-jockeys may not set up any staging or lighting other than what is needed to perform music. Music should be appropriate to a family oriented reception. Any vulgar, lewd or pornographic behavior will result in immediate termination of the reception and the rent non-refundable.

CHILDREN

All children must be supervised by an adult at all times. St. Joseph Church is not responsible for providing babysitting services. St. Joseph Parish Nursery may be used for event ONLY if our Nursery Employees are hired and paid for by the Occupant. NO children allowed in the PAC kitchen.

RENTED OR BORROWED ITEMS

Any rented or borrowed items are to be removed by Occupant. Parish takes no responsibility in returning rented or personal items.

EQUIPMENT/ACCESSORIES

- 1. Occupant cannot remove or relocate any Parish Property for any reason.**
2. Occupant shall not use Parish equipment, tools, or furnishings located in or about the Premises
3. Parish does not provide audio/visual systems, public address systems, or projectors. Occupant, at its own cost, may bring these systems into the Premises for its use; provided that Occupant first obtain the approval of Parish in writing before using such audio/visual systems, public address systems, and live or recorded amplified music. Occupant shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Parish.

MISCELLANEOUS

1. Occupant shall comply with all local, state, and federal laws related to the use of the Premises.
- 2. Occupant shall not admit any more than 300 people.**
3. NO Gambling, NO Smoking and NO animals are permitted on the Premises, with the exception of guide dogs.

SAINT JOSEPH CATHOLIC CHURCH
 Fee Schedule for Rental of the Parish Activity Center

Revised: June 17 2021

PREMISES	SEATING CAPACITY	PARISHIONER			NON-PARISHIONER		
		BASE RENTAL	HOURLY RATE	LIABILITY INSURANCE	BASE RENTAL	HOURLY RATE	LIABILITY INSURANCE
St. Joseph's PAC	200	\$500	\$50	\$105.	\$1,000	\$100	\$105.

NOTES:

1. The Base Rental Fee does NOT contain any hours. It is only a Base Fee for Building Use. The hourly rate begins when the Premises are first occupied to when the last person leaves. This includes decorating and clean-up times.
2. The hourly rate will be applied to each or partial hour from the time the Premises are occupied to when it has been cleaned, vacated and secured.
3. All rental fees and/or deposits are subject to change until the Occupancy Agreement is signed and all rent, fees and deposits have been paid.
4. Note that this rental agreement is exclusively for the use of areas described in 2 A. and does not include the use of other areas such as closets, boardrooms, nursery, etc.

Addendum to Event Occupancy Agreement for the Use of the Parish Activity Center Permitting Alcohol on Premises

A. Permission. Under the terms and conditions of this addendum, Occupant may serve alcohol on the Premises during the term of the agreement to which this addendum is attached

B. Agreement and Warranty. Occupant promises and warrants that:

- (1) any and all alcohol service and consumption on the Premises will comply with all applicable TABC laws and regulations;
- (2) alcohol will be served only to Occupant's invited guests and no other;
- (3) no employee of Parish will be permitted to serve alcohol;
- (4) persons serving alcohol shall not consume alcohol;
- (5) alcohol **MUST** be served from the roll up window in the kitchen by a Certified Bartender.
- (6) alcohol will not be served by or to any person under the age of 21;
- (7) and that Occupant will prohibit the service and consumption of alcohol in all other areas;
- (8) Occupant will not permit others to bring alcohol onto the Premises or surrounding Parish property and **that the event shall NOT be a "BYOB" (Bring Your Own Bottle) event;**
- (9) Occupant shall not permit alcohol to be served by or to anyone who appears to be intoxicated;
- (10) only the following alcoholic beverages may be served:

wine beer other (describe): _____.

C. Liability & Indemnity: **Occupant shall indemnify and hold Parish and the Catholic Diocese of Austin, as well as their members, clergy, officers, agents, and employees, harmless from all claims, suits, liability, demands, damages, expenses, costs, liabilities, causes of action, judgments, or awards, whether groundless or not, which may occur or are alleged to have occurred, in whole or part, by or because of Occupant or Occupant's agents, employees, contractors, guests, invitees, or licensees arising out of the service or consumption of alcohol related to the Occupancy Agreement or any failure to comply with the provisions of this Addendum. This indemnity covers loss under any theory of loss (negligence or otherwise). Occupant assumes all risk of damage or injury (including death) from any cause whatsoever to: (i) Occupant's own property or person; or (ii) the property or person of Occupant's agents, employees, contractors, guests, licensees, or invitees.**

D. Strict Compliance. Occupant's failure to strictly comply with this Addendum entitles Parish to withdraw its permission for alcohol on the Premises.

Notice: Texas law requires a permit from the TABC if any charge or fee (per drink or entrance fee) for alcohol is charged. Occupant may contact TABC for further information for obtaining any required permit.

OCCUPANT

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____