



Diocese of Austin

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Office of the Auxiliary Bishop

MEMORANDUM

TO: Priests
FROM: Most Reverend Daniel E. Garcia
RE: Event Use Agreement for Parish Facilities
DATE: September 30, 2016

We recently revised the *Event Use Agreement for Parish Facilities* which the diocese publishes for the parishes to use when renting out event space, such as banquet rooms or meetings rooms, to parishioners or other persons. If your parish rents out such facilities, please ask your staff to begin using the revised forms (attached).

While there were several corrections or improvements to the forms, the most significant change is in Paragraph 4C of the agreement. This paragraph was revised because our provider for special events insurance now insures the *renter* and adds the *church* as an “additional insured.” In the past, the renter was not a named insured and did not directly receive the benefit of the insurance. It is important that all renters of parish facilities purchase the special events insurance and comply with the other terms of the agreement.

Please recall that this agreement is not used for longer-term rentals of parish facilities, such as a building that the parish owns but does not use and, instead, leases to others for income.

Please contact Deacon Ron Walker if you have any questions. Thank you.

/ji

Attachment



Event Use Agreement for Parish Facilities

Use this agreement to rent facilities, such as a banquet hall or meeting room, to a person or group other than another parish or the diocese for a one-time event or short-term event. Do not use this agreement to create an on-going or long term lease of parish facilities.

NOTICE: A Parish in the Diocese of Austin, as part of its service to its community, may make certain parts of its campus available for use by parishioners or members of the community. The Parish maintains the right to refuse to make its facilities available for any reason it determines to be inappropriate or offensive to the Church or its teachings or traditions, or that may, in the opinion of the bishop, cause scandal. The Parish expects any person using any part of a Parish property to be respectful of the property, the Church’s mission, and its teachings and traditions.

1. PARTIES: The parties to this agreement are:

Parish: _____
a Texas non-profit corporation whose address is _____; and

Occupant: _____ whose
address is: _____.

2. PREMISES & USE:

A. Parish rents to Occupant a portion of its facilities which are generally described as *(identify the building(s) or room(s) to be rented or used)*: _____

_____ (Premises).

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

_____.

3. TERM: This agreement:

begins at: _____ AM PM on _____, 20____; and

ends at: _____ AM PM on _____, 20____.

4. RENT, SECURITY DEPOSIT, AND INSURANCE:

A. Rent: Occupant shall pay Parish the following amounts for use of the Premises:

Base rent for the Premises:	\$ _____
Cleaning/Maintenance Fee:	\$ _____
_____:	\$ _____
_____:	\$ _____
Total	\$ _____

B. Security Deposit: Occupant shall pay Parish \$_____ as a security deposit. The security deposit is NOT an advance payment of rent and is to be paid in addition to rent and other charges or fees. Within 30 days after the date this agreement ends, Parish will refund the security deposit less any amounts applied toward amounts owed by Occupant under this agreement.

C. 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 and Parish shall submit 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 except \$ _____, which Parish may retain as a processing fee and as consideration to hold the Premises.

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.

D. Date Rent, Security Deposit, and Insurance Reimbursement are Due: Occupant must pay all rent, the Security Deposit, and the reimbursement for the Special Events Insurance at the time Occupant signs this agreement, unless otherwise specified as follows: _____

5. **REFUNDS:**

A. Cancelations: If Occupant cancels the event before the date this agreement begins, this agreement will terminate and Parish will refund:

- (1) amounts Occupant paid for fees or charges other than base rent only if Parish has not incurred a cost for the item or service covered by the fee or charge;
- (2) the security deposit in accordance with Paragraph 4B; and
- (3) the portion of the base rent paid by Occupant specified as follows IF Occupant provides written notice of cancellation to Parish:
 - (a) on or before the 180th day before this agreement begins, in which case Parish will refund 75% of the base rent;
 - (b) on or before the 120th day before this agreement begins, in which case Parish will refund 50% of the base rent;
 - (c) on or before the 60th day before this agreement begins, in which case Parish will refund 25% of the base rent; or
 - (d) after the 60th day before this agreement begins, in which case no refund of the base rent will be due.

B. Mitigation of Loss: If a substitute occupant rents the Premises for the same term, Parish will refund to Occupant the amount retained by Parish under Paragraph 5A less any deficiency between the amount paid by the substitute occupant and the amount that Parish would have been entitled to receive under this agreement if Occupant had not canceled. Any amount payable to Occupant under this paragraph is due 30 days after the ending date specified in Paragraph 3.

6. **USE OF PARISH PERSONAL PROPERTY:** During the term of this agreement, Occupant may use the following personal property that belongs to the Parish: _____

_____, and shall not use any

other Parish personal property that may be located or stored in or near the Premises. (Note: In this paragraph list the personal property that the Occupant may use during the event, such as chairs, tables, sound systems, lecterns, kitchen equipment, etc.).

7. **PERSONAL PROPERTY THAT OCCUPANT MAY BRING TO PREMISES:** Occupant may bring the following personal property to the Premises for Occupant’s use during the term:_____

_____, and shall not bring any other personal property onto or into the Premises. (Note: List the personal property that Occupant intends to bring and remove, such as chairs, tables, kitchen equipment, sound systems, etc.).

8. **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 and use of the Premises;
- (c) permit no waste or injury to: (i) the Premises or surrounding Parish property; (ii) the surrounding Parish property; or (ii) any person on the Premises or on the surrounding Parish property;
- (d) require all Occupant’s 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;
- (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 without Parish’s written consent;
- (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 found in the attached Event Procedures and Information, which is incorporated into and made part of this agreement.

9. **SECURITY:** Occupant shall, at Occupant’s sole cost, provide adequate security at the Premises during the term of this agreement. **Occupant assumes all responsibility and liability for providing or failing to provide adequate security at the Premises.**

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

11. **ETHICS AND INTEGRITY IN MINISTRY:** If, in Parish’s sole discretion, Occupant will engage in any activity that is considered to be ministry activity, Occupant must provide Parish, at least 7 days before the date this agreement begins, with evidence that Occupant is in compliance with Ethics and Integrity in Ministry (EIM) policies published by the Diocese of Austin, including but not limited to, attendance requirements at an EIM workshop.

12. **UTILITIES:** Parish shall furnish to the Premises 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 were designed. The Parish is not responsible or liable for the failure of utilities for any reasons; provided, however, the Parish will work diligently to repair any such failure that is not caused by Occupant or Occupant’s guests, contractors, or invitees.

13. **INGRESS, EGRESS, AND PARKING:** Occupant, Occupant’s guests, invitees, or Occupants may, in connection with Occupant’s use of the Premises, use parts of the Parish property for ingress and egress to the Premises and for parking. The right of ingress and egress shall be limited to normal walks, drives, and parking facilities on the Parish property. Occupant, Occupant’s guests, invitees, or Occupants, may not obstruct any walks or drives or interfere with any other person’s right to use the walks, drives, or parking areas.

- 14. 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.**
- 15. 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.
- 16. LIABILITY & INDEMNITY:**
- A. To the extent permitted by law, neither Parish nor the Catholic Diocese of Austin is 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: (i) Occupant; (ii) Occupant's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.**
 - 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.**
 - C. Occupant shall indemnify and hold harmless Parish and the Catholic Diocese of Austin, as well as their members, clergy, volunteers, officers, directors, agents, employees, and contractors 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).**
 - D. 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.**
- 17. 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: (i) lost rent; (ii) repairs to the Premises or any Parish property for use beyond normal wear and tear; (iii) Parish's cost to remove Occupant, Occupant's contractors, guests, invitees, or licensees and their personal property; (iv) cost to clean the Premises; (v) cost to replace any unreturned keys or access devices to the Premises; and (v) any other recovery to which Parish may be entitled under this agreement or law.
- 18. MISCELLANEOUS.**
- A. Assignment:** Occupant may not assign or sublet Occupant's rights under this agreement to any person without Parish's written consent.
 - B. Entire Agreement.** This instrument contains the entire agreement between the parties and may not be changed except by written agreement.
 - C. Binding Effect:** This agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
 - D. Controlling Law & Venue:** 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. Severable Clauses: 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. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- G. Attorney Fees: 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.

OCCUPANT

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Attachments:
- (1) Application for Special Events Insurance
 - (2) Event Procedures and Information (*this is a document in which the Parish may outline specific procedures including but not limited to access, clean-up, set-up, lock-up, etc.*)
 - (3) Other: _____



**Addendum to Event Use Agreement for Parish Facilities
Permitting Alcohol on Premises**

A. Permission. Occupant may serve alcohol on the Premises during the term of the agreement to which this addendum is attached (Event Occupancy Agreement) provided that Occupant complies with this addendum.

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 laws and regulations;
- (2) alcohol will be served only to Occupant’s invited guests and no other persons;
- (3) no employee of the Parish will be permitted to serve alcohol;
- (4) persons serving alcohol shall not consume any alcohol;
- (5) alcohol may be served only during the following times: _____
_____;
- (6) alcohol may not be served by or to any person under 21;
- (7) alcohol service and consumption will be limited to the following area(s): _____
_____;
- (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; and
- (10) only the following alcoholic beverages may be served: wine beer other (describe): _____
_____.

C. Fees. Occupant will will not charge an entrance fee to persons entering the Premises.
Occupant will will not charge a per-drink fee or other fees for servings of alcohol.

D. TABC Permits.

- (1) If any fee is charged under Paragraph C, a license issued by the Texas Alcoholic and Beverage Commission (TABC) is required and must be displayed at all times as the law requires.
 - (a) Occupant shall obtain a temporary license from TABC to serve and charge for alcoholic beverages at the event.
 - (b) Occupant shall retain a TABC-licensed third-party retailer to serve and charge for alcoholic beverages at the event.
 - (c) This Paragraph D does not apply because Occupant shall not sell or charge for alcoholic beverages.
- (2) If Paragraph D(1)(a) or (b) applies, not later than 90 days before the date the Occupancy Agreement begins, Occupant shall provide Parish evidence that Occupant or Occupant’s third-party retailer maintains or has been issued a permit from TABC to sell and serve alcohol at the event during the term of the Occupancy Agreement. If Occupant uses a third-party retailer, Occupant shall, when evidence of the permit is presented, also provide Parish the retailer’s certificate of insurance of liquor liability insurance with limits of at least \$1 million that lists the Parish and the Diocese as additional insureds.

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 and procedures for obtaining any required permit.

- E. **Indemnity.** Occupant shall indemnify and hold harmless Parish and the Catholic Diocese of Austin, as well as their members, clergy, volunteers, officers, directors, agents, employees, and contractors for any claims, injuries, causes of action, damages or expenses whatsoever resulting from or 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.

- F. **Strict Compliance.** Occupant's failure to strictly comply with this addendum entitles Parish to withdraw its permission for alcohol on the Premises.

OCCUPANT

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Return and Itemization of Security Deposit given for
Event Use Agreement for Parish Facilities**

To: _____ (Occupant)
_____ (Address)

Date: _____

The following is an itemization of the application of the security deposit given under the above captioned agreement. If you have any questions, please call the undersigned person. Thank you.

Amount of Security Deposit tendered \$ _____

The following deductions were made to the security deposit.

(1) Damages to the Premises or to the Parish property, beyond normal wear and tear
(describe): _____

_____ \$ _____

(2) Cleaning costs (if not left in agreed condition or cleaning fees not paid) \$ _____

(3) Costs to remove abandoned personal property \$ _____

(4) Other (describe): _____

_____ \$ _____

Balance of security deposit after deductions (indicate if balance is positive or negative) \$ _____

- Enclosed is a check for the amount of the balance of the security deposit.
- The deductions exceed the security deposit tendered. Please promptly remit payment of the deficiency (\$ _____) to the Parish.

PARISH

By: _____
Title: _____ Address: _____
Date: _____ Phone: _____