

Parish Facility Rental Agreement

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

1. Condition / Damage

- a. Facility User will be responsible for any damages occurring during the use of the facility. Any damage, other than what is considered normal wear and tear, will be the responsibility of the Facility User. Parish facilities and premises are required to be left in the same condition, at the end of the event. If inspection of the parish facility shows no damages or required repairs or heavy commercial cleaning, the damage deposit will be returned to the Facility User within ten days of the date the event is held.
- b. In the event that any damages occur during the use of the parish facilities which require repair, replacement or heavy commercial cleaning, the Facility User will be charged by the withholding of all or part of the original deposit. In addition, if these charges happen to exceed the original deposit, the additional amount will be presented to the Facility User along with an itemized list of necessary repair costs within thirty days of the event. Reimbursement of these costs to the parish is to be made directly to Sacred Heart Catholic Church at that time.

2. Insurance

- a. The above named Facility User agrees to defend, protect, indemnify and hold harmless the above named Parish against and from all claims arising from the negligence or fault of the above named Facility User or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified Facility Usage at the above named Parish.
- b. Facility User agrees to provide a certificate of insurance to the Parish, which provides evidence of general liability coverage of not less than **one million dollars (\$1,000,000)** per occurrence. Facility User also agrees to have the Parish named as an “**Additional Insured**” on its general liability policy for the Date(s) of Facility Usage in relationship to the Type of Facility Usage for claims which arise out of Facility User’s operations or are brought against the Parish by Facility User’s employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Facility User also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Parish.
- c. If Facility User fails to comply with the above paragraph, then the above named Facility User agrees to protect, defend, hold harmless and fully indemnify the above named Parish for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified Date(s) of Facility Usage that is brought against the Parish by the above named Facility User or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the Parish, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve Facility User’s responsibility to comply with the above paragraph.
- d. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

3. Security

- a. At any time when alcohol is served to individuals at a scheduled event in Sacred Heart Hall, professional security officer(s) will be present from 7:00 pm – 11:30 pm and as determined at the discretion of the Pastor. All security arrangements will be made by the office.

4. Alcohol

- a. The Facility User must agree to monitor alcohol by all guests attending the event. AT NO TIME DURING AN EVENT WILL ALOCHOLIC BEVERAGES BE LEFT UNSECURED. All alcoholic beverages will be removed from the facility by the Facility User at the time of the closing of the bar.
- b. No individuals attending an event, will be allowed to bring any alcohol container onto the premises or into Sacred Heart Hall. The only alcohol allowed to be brought into and consumed is to be supplied and brought in by the Facility User and distributed under the guidance of the Facility User. No alcohol is allowed to be taken outside the perimeter of Sacred Heart Hall including hallways, restrooms, parking lots or any other areas on the premises.
- c. Bartending
 - i. A designated bartender must be in charge of all alcohol provided at the event. The name of this individual(s) must be provided to the office at least 30 days prior to the event. The bartender is expected to use good judgement when serving alcohol.

SIGNATURE OF AGREEMENT

Signature of Compliance and Agreement with all Rules and Regulations as well as Assurance of Payment of all Fees for the usage of the facilities of Sacred Heart Catholic Church, Colwich, Kansas a part of the Catholic Diocese of Wichita, Kansas.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

I hereby state that I, (name) _____, as the Facility User

for the following event: _____

scheduled on (date & time) _____ have read and clearly understand all the above stated rules and regulations for the usage of facilities at Sacred Heart Catholic Church in Colwich, Kansas, and will agree to abide by these rules and regulations as well as oversee that all others involved with this event also abide by all stated rules and regulations during the usage of the facility for above stated event.

Signature of Facility User _____ Date _____

Phone Number _____

E-Mail Address _____

**Any changes to this agreement may be made at the discretion of the Pastor.*