

# Saint Francis de Sales Catholic Church

37730 St Francis Court, Purcellville, VA 20132

540-338-6381

## 2018 Parish Facility Rental Agreement & Usage Policies

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Saint Francis de Sales Parish (hereinafter referred to as the Lessor), and \_\_\_\_\_, (hereinafter referred to as Renter).

### 1. Rental of Parish Facilities

Lessor agrees to rent the \_\_\_\_\_, of the building/grounds to Renter for the purpose of \_\_\_\_\_ and no other purpose, commencing on and scheduled as:

**Beginning Event Date:** \_\_\_\_\_

**Ending Event Date:** \_\_\_\_\_

**Start Time:** \_\_\_\_\_

**End Time:** \_\_\_\_\_

**Begin Setup Time:** \_\_\_\_\_

**End Cleanup Time:** \_\_\_\_\_

### 2. Intended Use of Rented Facilities

Saint Francis de Sales Catholic Church, as part of its mission to provide hospitality to its parishioners, offers its facilities for use by responsible parishioners. Since we are a Catholic, pro-life, traditional family-oriented organization, we reserve the right to deny or cancel use of parish facilities at any time. User shall take all means necessary to respect the solemnity of the church area above the Church Hall and to not allow any act, music performance, or other event that would interfere with any church service or would be inappropriate for a Christian facility. No event will be scheduled during the week preceding Easter or Christmas.

### 3. Rental Payment

Renter shall pay the total sum in accordance with the hours and amounts set forth below.

A. Schedule of Rental Payments (circle one: P/parishioner\*; NP/non-parishioner )

**Note: The Church Hall has a minimum of 3 hrs for rental (P or NP) and the OLOV Hall has a minimum of 5 hrs (P) & 5 hrs (NP). OLOV Gym use only has a minimum of 3 hours (P or NP)**

(i) OLOV Hall for \_\_\_\_\_ hrs \$400/hr (P) or \$450/hr (NP)..... \$ \_\_\_\_\_

(ii) OLOV Gym use only \_\_\_\_\_ hrs \$100/hr (P) or \$150/hr (NP)..... \$ \_\_\_\_\_

(iii) Church Hall for \_\_\_\_\_ hrs \$50/hr (P) or \$100/hr (NP)..... \$ \_\_\_\_\_

(iv) St. Martha Kitchen for \_\_\_\_\_ hrs \$300/hr (P) or \$390/hr (NP) ..... \$ \_\_\_\_\_

(v) Church Hall Kitchen for \_\_\_\_\_ hrs \$100/hr (P) or \$130/hr (NP) ..... \$ \_\_\_\_\_

(vi) Classroom \_\_\_\_\_ for \_\_\_\_\_ hrs \$100/hr (P) or \$150/hr (NP) ..... \$ \_\_\_\_\_

(vii) Outdoor Patio/Courtyard for \_\_\_\_\_ hrs \$50/hr (P) or \$65/hr (NP) ..... \$ \_\_\_\_\_

RENTAL FEES ..... \$ \_\_\_\_\_

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B. Schedule of Other Fees

- (viii) Event Liability Insurance\*\* \$125.00 .....\$ \_\_\_\_\_
- (ix) Security Deposit \*\*\*\$500.00 - \$1000.00 (refundable) .....\$ \_\_\_\_\_
- (x) Custodial Fee\*\*\*\* \$100.00 to \$300.00 .....\$ \_\_\_\_\_
- (xi) Onsite representative for \_\_\_\_\_ hrs \$40.00/hr .....\$ \_\_\_\_\_
- (x) Overtime fees for \_\_\_\_\_ minutes \$200/30 min .....\$ \_\_\_\_\_

OTHER FEES.....\$ \_\_\_\_\_

**TOTAL RENTAL FEES.....\$ \_\_\_\_\_**

\* Qualification for "parishioner rate" is based on length of Parish registration. Renter must be an active parishioner for a minimum of six months to qualify.

\*\* Event Liability insurance is required for all non-parish specific/ministry events. Fee is payable separately to the Diocese of Arlington Office of Risk Management.

\*\*\* Variable amount determined by expected number of guests or event participants.

\*\*\*\* Custodial fee required for all events and for all locations. Fee will be assessed according to the complexity of the event.

C. Payment Terms

Upon booking of the event and the execution of this Agreement, Renter shall pay:

- (i) one-half (1/2) of the total rental fee \$ \_\_\_\_\_, AND
- (ii) a security deposit in the amount of \$ \_\_\_\_\_, to be refunded as provided in Section 4 below.

The balance of the rental fee of \$ \_\_\_\_\_, shall be payable by Renter one week prior to the event beginning date as detailed in Section 1 above.

4. Security Deposit

The security deposit payable by Renter shall be refundable within fifteen (15) working days following Renter's use of the facilities and upon inspection of property for loss or damage. Any damages, including excessive cleaning expenses incurred by the Lessor, as determined solely by the Lessor, resulting from Renter's occupation of the facility shall be deducted from the security deposit before the balance is refunded to Renter. Should the cost of necessary repairs for damage during the rental term exceed the security deposit paid, Renter shall pay the difference to Lessor immediately upon demand. Renter shall pay to Lessor upon such demand the sum as shall be necessary to restore the facility to its prior condition.

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## 5. Exemptions

Saint Francis de Sales Catholic Church recognizes that there are many noble causes and works that are done through several other organization in which our parishioners are involved. In an effort to carry on the work of the Church and the message of Christ, Saint Francis de Sales Catholic Church offers an exemption of the Rental Payment and Security Deposit for the use of our Parish facilities to organizations that further the mission of the Catholic Church. In order to receive the exemption, the organization must meet ALL the requirements of the following:

- A. The organization must be a Christ centered, pro-life, traditional family-oriented organization.
- B. The organization actions or policies may not contradict or be in direct violation of traditional Christian values as defined through the Catholic Church.
- C. Receive an approved charter through Saint Francis de Sales Catholic Church.
- D. Agree to having all the organization's finances executed through Saint Francis de Sales Catholic Church.

## 6. Destruction of Premises

In case the building, or any part thereof, shall be destroyed or damaged by fire, or by any other cause, including acts of God, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Lessor impossible, the Lessor shall not in any case be held liable or responsible to Renter for any damages caused thereby. All Rental fees paid and security deposits collected will be refunded within 30 working days from the date of any unforeseen occurrence.

### 6 a) Destruction of Premises by Renter

In the event that any part of the premises are destroyed or broken, the renter agrees to pay for the damages and make arrangements through renter's insurance. Damages and losses are to be assessed by Saint Francis de Sales Facilities Director.

## 7. Cancellation

Should Renter terminate this Agreement, a minimum 30 day notice is required for full refund of both security deposit and rent. If less than a 30 day notice is provided, the security deposit in addition to one half of rent is forfeited. Any exception to the cancellation policy is at the discretion of the parish administration.

## 8. Facility Hours

The reserved space will be available for the contracted hours only. All decorating, caterer delivery, set-up and clean-up will be performed within the hours contracted. The bar must close and all music must cease playing thirty minutes prior to the end of the scheduled time for the event.

No Friday or Saturday event can continue past 11:00 p.m. and the premises must be cleaned and vacated by 12:30 a.m. No Sunday through Thursday event can continue past 10:00 p.m. and the premises must be cleaned and vacated by 11:00 p.m.

## 9. Pre-Event Planning and Logistics

The Renter should contact the Facility Coordinator well in advance of his/her event to schedule a mutually convenient time to meet. The Renter is permitted to visit the facility prior to the date of the scheduled event to discuss with the Facility Coordinator event logistics including the setup of tables and chairs. All table and chair set-up will be done by Parish staff and will be arranged within the facility to accommodate the Renter's request.

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Delivery and pick up of any equipment including rental equipment must be coordinated with the Facility Coordinator. Saint Francis de Sales Parish will not store any equipment and is not responsible for the set-up, damage, removal or return of any equipment.

Access to the building(s) at any time must be arranged in advance.

## 10. Use of Kitchen

Saint Francis de Sales reserves the right to limit kitchen usage to pre-approved caterers or other on-site representative. All food must be immediately removed following any event. Ice may be used from the ice machine, if available. No one under the age of 18 is allowed in the kitchen without the supervision of an adult. Additional kitchen sanitation and safety rules will be posted in visible locations in the kitchen and/or provided to Renter as a separate document, which is to be considered incorporated into this Agreement.

## 11. Beverage Service

If alcohol is to be served during the Rental period, Renter will be required to obtain separately a permit from the Virginia Department of Alcoholic Beverage Control (ABC) and comply with all rules and regulations set forth by the Virginia ABC.

## 12. Guest Conduct

Renter understands that he/she is responsible for the proper conduct of his/her guests at all times while on the property of Saint Francis de Sales. Children will be supervised at all times. Children will not be allowed to play or roam without adult supervision. No groups may congregate in the restrooms or hallways. Renter shall take all means necessary to make sure the Renter's agent, employee, patrons, or guests use only the facilities for which rent is paid and prevent their use or entrance into other areas of the building, including, but not limited to, non-rented meeting rooms, offices, or other areas not specifically listed within this agreement.

Renter agrees to abide by the number of people allowed in the room assigned. Exit doors must be kept clear during the event.

No vehicles are permitted to park in any fire lane, at any time, or on any walkways.

Ticket sales at the door will not be permitted without express written permission.

Saint Francis de Sales reserves the right to terminate any event without notice if the Renter breaches any of the provisions in this Agreement or if the Renter or any guests engage in any unlawful activity while on Saint Francis de Sales property.

## 13. Cleaning of Facilities

The Renter understands and agrees to be solely responsible for clearing food and drinks/cleaning tables, wiping/mopping spillage on tables/floor and sweeping/picking up trash, bottles, and cans from the facility floors, kitchen and bathrooms. Trash must be placed in tied trash bags and put in the dumpster outside the building. The required custodial services fee is for Parish staff to ensure facility is properly cleaned/prepared/ setup for any event and for a final walk-through immediately following an event.

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## 14. **Damage to Facility**

Renter shall not injure, damage, nor in any manner deface Parish facilities, nor shall Renter place tape, (only safe release if decorating), nails, hooks, tacks, glue, push-pins, staples or screws in any part of the facility, nor make any alterations of any kind thereon.

All decorations must be free standing, i.e., they shall be attached using string or a safe release (painters) tape. No decorations may be attached to the walls, ceiling or light fixtures without express written permission. All decorations and signs must be removed from the premises when event is over. Please be sure that your caterer and florist are aware of this regulation.

No rice, glitter, bubbles, confetti or flower petals will be allowed on the floor or ground inside or outside the facility at any time. None of these items will be permitted when decorating.

**Note: If any of these items are used, the Renter will be assessed an additional clean-up fee of \$250.00.**

No open flames (candles) of any kind are permitted. If you wish to use candles, please place this request in writing for approval. If approved, you must use hurricane globes with an enclosed base.

**Note: Renter will be assessed a wax removal fee of \$150.00 to clean-up any wax spilled in our facility.**

No smoking is permitted inside any part of Saint Francis de Sales parish facilities. Smoking is only permitted in designated areas outside. Renter will take all means necessary to enforce the Lessor's non-smoking facility rule and shall ensure that all buildings remain smoke-free throughout the term of the Renter's occupancy under the terms of this agreement. Any damages caused by smoking in the building will be deducted from the security deposit.

**Note: Any smoking inside will result in a \$1,000.00 fee.**

## 15. **No Responsibility for Property**

Lessor assumes no responsibility whatsoever for any property, supplies, or equipment placed in or on the facility by Renter, and Lessor is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, property, equipment, or supplies that may be sustained during or by reason of the occupancy of the facility. Renter shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense, or damage to any person or property in or upon the facility or any area allocated to or used by Renter or its agents, employees, or invitees, arising out of Renter's use or occupancy of such facility, or any act or neglect of Renter or its servants, employees, or agents, or any change or alteration made by Renter to the facility. The indemnification described herein shall pertain to the building and all common areas located around the building on the parish grounds, including, but not limited to, parking lots, driveway, worship areas, kitchen, hall areas and rest rooms.

16. **Default.** Renter hereby agrees to pay all costs of collection incurred by Lessor, including reasonable attorney's fees and court costs, if Renter defaults under any of the terms of this agreement.

17. **Assignment.** This agreement may not be assigned, transferred, or sublet without the expressed written consent of the Lessor.

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18. **Receipt of Parish Facility Rules.** By signing this agreement, Renter acknowledges the receipt of the rental rules covering the parish facilities and will ensure compliance with these rules by Renter or any of its agents, employees, or invitees.

By signing below, I have read and agree to ensure compliance to the terms listed in this Parish Facility Rental Agreement & Usage Policies.

\_\_\_\_\_

Renter

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Renter's Home Phone Number

\_\_\_\_\_

Renter's Cell Phone Number

Saint Francis de Sales Parish (Lessor)

By: \_\_\_\_\_  
Pastor

**Reverend Ronald S. Escalante** \_\_\_\_\_  
Printed Name