

Facility Use Policy and Agreement Holy Name of Jesus of Medina

POLICY

Holy Name of Jesus of Medina (the "Parish") encourages the use of certain property owned by the Parish (the "Facility") by parishioners, staff and organizations or individuals who uphold and support Catholic values and traditions (the "Catholic organization"). The determination of an individual or organization qualifying as a "Catholic organization" is at the sole discretion of the Pastor. Fees for use of the Facility take into consideration security, public safety and cost to the Parish. Facility rules and regulations under this Policy shall apply to all Parish property and shall be in effect at all times except for those rules and regulations that affect the current and customary uses by the School, Church and Cemetery as determined by the Pastor or Parish Administrator.

INSURANCE PROVISIONS

The Applicant 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 Applicant or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the Facility usage.

Applicant 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. Applicant 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 Applicant's operations or are brought against the Parish by the Applicant's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Applicant 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.

SCHEDULING PRIORITY AND PROCEDURES

First priority will be given to the Parish in reserving space for its programs. Parish staff will be requested to reserve program space for the upcoming year's activities as early as possible. Events held at the Facility may not conflict with any weekend liturgies held at the Church. The office manager will perform the scheduling of events at the Facility. The office manager will initially handle any scheduling issues with final decisions made by the Pastor or Parish Administrator.

A rental fee and damage deposit, if any (see Exhibit A), shall be required to be paid by the Catholic organization. Indemnifying the Parish for damages and liability arising from the event is also required. The Catholic organization must also provide evidence of insurance satisfactory to the Parish.

The Use Agreement will be prepared by the Office Manager and shall include an estimate of fees based on the fee schedule (see Exhibit A). The Use Agreement should be signed by the Applicant and returned with the down payment, if any, to the Office Manager as soon as possible. Written confirmation of the Use Agreement will be sent to the Applicant when approved.

Full payment of the rental fee and the damage/cleaning deposit, if any, are due 30 days prior to the event. The Parish shall have the right to terminate the Use Agreement and allow another applicant to use the Facility and keep the down payment as liquidated damages if the fee is not paid when due.

Room set-up requirements, the number of attendees, food and beverage service, and any other requests must be provided to the Office Manager no later than 10 days prior to the date of the event. Requests for use of the Facility can only be approved if the room set-up requirements can be accommodated. Furniture and equipment owned by the Parish shall not be moved unless requested in

advance. Applicant must have prior approval by the office manager if any apparatus or equipment is moved into the Facility and must be removed promptly after the event.

FACILITY RULES AND REGULATIONS/GENERAL POLICIES AND PROCEDURES

No events or activities are permitted that do not appropriately represent the teachings, spreading and promoting the Catholic faith. No political events will be allowed at the Facility. The Parish shall have the right to terminate a Use Agreement if an Applicant misrepresents the purpose of an event.

The office manager makes arrangements with the custodial staff to ensure a set-up plan has been received.

Applicant agrees to comply with all applicable state and local laws, ordinances or regulations related to use of the Facility and any consumption or service of alcohol at the Facility. **The Applicant or guest may not bring any alcohol beverage into the Facility.** The following must be secured if the applicant wants to serve or consume alcohol:

1. Prior approval by the Parish Administrator or Pastor, and
2. Only a restaurant that holds a caterer's permit and an on-sale intoxicating liquor license issued by the City of Medina may serve alcohol beverages within the Facility. Prior to the event, the restaurant must notify the police chief of Medina.

Alcoholic beverages may not be taken outside of the Facility.

All contracted caterers using the kitchen must possess a current caterer's license and be approved by the Parish Administrator. Caterers are expected to supply whatever they need to make their preparations other than a stove, oven, and refrigerator. All paper products (e.g., napkins, tablecloths, paper towels, plastic and foil wraps, etc.) must be provided by the Applicant or for the Applicant by the caterer. If a professional caterer is used, the catering company must provide Holy Name of Jesus of Medina with a certificate of insurance providing evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. The caterer also agrees to have the Parish named as an "Additional Insured" on its general liability policy for the date(s) of Facility usage.

If the kitchen is not cleaned properly, cleaning costs may be deducted from the damage/cleaning deposit.

The office manager will coordinate with the Applicant any access to the Facility for decorating prior to the event. Decorations, banners, or signs may not be pinned, taped, or otherwise affixed to the walls, ceiling or windows unless prior approval by the Maintenance Manager or Supervisor is obtained.

Permanent decorations or signage provided by the Parish may not be removed and/or covered up (i.e. statues, crucifixes). Confetti or rice may not be used within the Facility or the surrounding property of the Parish. All decorations, supplies, and property of the Applicant must be removed prior to the closing time of the event. If the Parish stores anything for the Applicant following the event, an additional fee may be deducted from the damage/cleaning deposit.

The campus of Holy Name of Jesus is a latex safe environment. Latex balloons are not allowed.

All groups are responsible for supervising every person in the building associated with their use of the building. No child shall be left unsupervised at any point in time and activities with youth must adhere to the HNOJ Children and Youth Policies to follow. Groups will be held accountable for any damage done to by any person in the Facility because of the event.

The Applicant is required to leave all areas in a reasonably clean and orderly condition at the end of the event. Parish staff will make available all necessary materials for cleaning. Parish staff will sweep, mop

or vacuum the floor, dispose of the bagged trash and move the tables and chairs as necessary. Guests are encouraged to use the appropriate waste containers so that recycling occurs whenever possible.

Soliciting is not permitted in the Church or the Facility without prior approval by the Pastor or Parish Administrator.

Persons in attendance must confine themselves to areas permitted for use, including the reserved space, nearest entrance/exit area and main restroom facilities. Conduct must be respectful of the church and neighborhood community. Public access to the Facility shall be through the east entrance doors. **Smoking is allowed only in the east parking lot.** Guests should leave the Facility no later than 10:30 p.m. The Parish is not responsible for lost or stolen articles.

The Parish shall have the right to refuse the use of the Facility by any Applicant, at its sole discretion.

MISCELLANEOUS

The Applicant agrees that the Use Agreement is subject to all rules and regulations of the Parish. The rules and regulations contained within this Policy may not be waived except in writing and attached to the Use Agreement and signed by the Pastor or Parish Administrator. The Use Agreement is nontransferable and is restricted to the stated hours and intended use of the Facility. Applicant may not sublet any space in the Facility.

The Pastor and/or Parish Administrator will make any interpretation or approval required by this Policy.

USE AGREEMENT

By signing the policy/agreement, the Applicant agrees to all terms of this Facility Use Policy and Agreement.

Applicant: _____

Phone: _____ Email: _____

Date(s) of Facility Usage: _____

Cost of Facility Usage (See Exhibit A): _____

Required Deposit: _____

Type of Facility Usage: _____

Signed by: _____
(must be an official agent of the Applicant)

Name: (please print) _____

Date: _____

EXHIBIT A:

Use Charges:

Non-ministry events will be charged for use of the facilities based on the following schedule. The charges below refer to (e.g., \$20/\$10/\$25):

- \$20 – Base charge for 2-hour use
- \$10 – Additional charge per hour after 2 hour base
- \$25 – Set-up and clean-up charge for HNOJ maintenance staff

Room-*	Parishioner/Staff Family events	Parishioner/Staff non-family event	Non-Parishioner Religious event	Non-Parishioner non-religious
Classrooms	\$20/\$10/\$25	\$40/\$20/\$25	\$40/\$20/\$25	\$100/\$25/\$35
Fireside	\$25/\$10/\$25	\$50/\$25/\$25	\$50/\$25/\$25	\$100/\$25/\$35
Emmaus Small	\$25/\$10/\$25	\$50/\$25/\$25	\$50/\$25/\$25	\$100/\$25/\$35
Emmaus Large	\$50/\$10/\$25	\$100/\$25/\$25	\$75/\$25/\$25	\$150/\$25/\$35
Good Samaritan	\$100/\$10/\$25	\$200/\$25/\$25	\$100/\$25/\$25	\$300/\$25/\$35
Gym	\$25/\$10/\$25	\$100/\$25/\$25	\$50/\$25/\$25	\$100/\$25/\$35
Sanctuary-**	\$100/\$10/\$25	\$200/\$25/\$25	\$100/\$25/\$25	\$300/\$25/\$35

* - Regularly-scheduled, recurring events may qualify for reduced rates.

** - All non-liturgical, non-ministry use of the Sanctuary must be approved by the Director of Liturgy and the Pastor.

For all “Non-Parishioner” uses, a deposit of one half of the estimated use charge will be required.

Use of the kitchen must be approved by the Office Manager or Parish Administrator. All materials used from the kitchen will be billed at a nominal rate.