

San Martin de Porres
 ROMAN CATHOLIC CHURCH
 1154 S. Santa Rita Road, P.O. Box 65, Sahuarita AZ 85629
FACILITY RENTAL CONTRACT AND AGREEMENT

Renter's Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Cell Phone () _____

Facility Requested (circle request) must be approved by pastor in writing:

Patio/Garden **Kitchen** **Knights of Columbus** **Main Church Facility** (only with pastor's approval)

Classroom _____ **Other** _____

Requested Date _____ Requested Hours _____ to _____

Description of Event _____

Is this event a fundraiser or sales event? _____ If yes, explain the purpose of the funds to be raised

Name of Caterer (if applicable) _____

Does the Caterer have a State Certification? _____ if yes, please enclose copy.

Caterer's Address _____ Phone () _____

Will alcohol be served? _____ Would it be for sale / donations? _____

DONATION/FEES	AMOUNT AGREED	AMOUNT PAID
PARISH Events Post Sacraments and Post Sacramental Celebrations	\$	\$
Non-Parish Events	\$	\$
LIABILITY INSURANCE For non-parish events Only - see attached form	\$	\$
Kitchen Rental \$100	\$	\$
Additional Hours: _____ x \$50 =		
Total Hours: _____	\$	\$
Cleaning Refundable Fees: Patio \$75 Church \$75 Kitchen \$50 Restrooms \$50	\$	\$
TOTAL	\$	\$

PLEASE READ AND INITIAL **PARISH FACILITY RENTAL CONTRACT AND AGREEMENT** ATTACHED. **NO ALCOHOLIC BEVERAGES** ARE TO BE DISTRIBUTED (OR SOLD) ON THE PREMISES WITHOUT PRIOR WRITTEN APPROVAL AND PROPER LICENSES IF REQUIRED. **RENTER** WILL BE RESPONSIBLE FOR ANY AND ALL FINES AND **ALL REFUNDABLE FEES WILL BE FORFEITED IF ALCOHOL IS CONSUMED ON CHURCH PROPERTY WITHOUT APPROVAL FROM PARISH. IF LIQUOR IS TO BE SOLD, A LICENSE IS REQUIRED ALONG WITH THE APPROVAL FROM THE PARISH.**

SIGNATURES:

Renter _____ Date _____

Pastor _____ Date _____

FACILITY RENTAL CONTRACT / AGREEMENT

1. Applications:

- a) Facility Rental Contract and Agreement may be picked up at the Parish office during regular office hours or downloaded from the parish website.
- b) Completed contract and agreement must be turned into the office at least 30 days prior to the event, (except for a funeral luncheon).
- c) All events, contracts and agreements are subject to the approval of the pastor and only the pastor or the person he designates in writing.

Applicant initials _____

2. Donations and Fees: (subject to Pastor's Approval)

- a) The Garden / Patio, Kitchen and main Church Facility Rental includes to wit: 6 hours, including setup and cleaning.

All Donations and Fees to be agreed by the parish and the applicant prior to signing this agreement

- 1. Birthday parties, (except Quinceañeras and sweet sixteens) and simple events
 - 2. Quinceañeras, Weddings, Wedding Anniversaries, Baptisms and other elaborate receptions:
 - 3. Funerals and small events:
 - 4. Private, Non-Church Related Events:
 - 5. Any additional hour is \$50.00 per hour
- b) The Cleaning Fee is to be paid when the contract / agreement is submitted for approval.
 - c) Cleaning Fee refunds are contingent to the cleanliness and repair needs after the event. The facility (ies) will be inspected by a parish representative as soon as possible after the event.
 - d) San Martin de Porres Church will determine if any damages have occurred as the result of the event and will deduct the appropriate amount from the refundable fees for any damages that occur to the facility(ies).
 - e) If any damages exceed the amount of the refundable fees, the applicant will be responsible for the cost of repairs to return the facility(ies) to its/their original condition.
 - f) The rental fee does not cover the cost of Liability Insurance. Non-Parish related events are required to provide their own insurance by purchasing from the Diocese of Tucson (see attached form).
 - g) Whenever alcohol is sold or served, the renter must also purchase the Liability Insurance from the Diocese of Tucson (see item 6).
 - h) All fees are to be paid one month prior to the event unless approved by the parish.

Applicant initials _____

3) Portable Bathrooms:

- a) There are no restroom facilities when renting the Patio/Garden and/or the Knights of Columbus room and rental of a port-o-let toilet is recommended.
- b) San Martin de Porres can provide the name/s of toilet rental companies if desired. The Renter understands that this is only a recommendation and the Renter is to make private arrangements with the service company of their choice.
- c) Restroom access located inside the Main Church are included when renting the Main Church Facility (with Pastor's Approval).

Applicant initials _____

4) Kitchen:

- a) The kitchen is rented separately for a donation and a refundable cleaning fee of \$50.00.
- b) The kitchen is to be used only as a warming kitchen. Cooking the food in the kitchen is prohibited without a health permit, renter is responsible for obtaining one with the town or with their caterer.
- c) Renter is required to bring their own consumable supplies (plates, glasses, utensils) and their own warming appliances and serving tools.

Applicant initials _____

5) Security:

- a) San Martín de Porres will not provide security personnel and reserves the right to call the authorities and void this agreement if any disturbance is reported during the event.
- b) When alcohol is served the renter is responsible for having one (1) security personnel (not guest) who will be present during the entire event.
- c) The maximum capacity of the Patio / Garden OR the Main Church Facility is 350 persons in each facility.
- d) Any violation of these policies may result in cancellation of the event and render this agreement void.

Applicant initials _____

6) Alcoholic beverages and smoking policy:

- a) ALCOHOLIC BEVERAGES are not to be **SOLD** on the premises without the proper license from the Town of Sahuarita and the State of Arizona which you must obtain on your own. They require at least a 60 day notice.
- b) If selling alcohol, the Renter must also purchase the Liquor Liability Insurance (additional premium applies) from the Diocese of Tucson (see attached form).
- c) If Alcohol is to be sold, the License must be presented to the parish office 30 days prior to the event for the valid approval of the pastor.
- d) Not-for-sale alcoholic beverages may be served without a license only to persons over 21 years of age.
- e) All liquor must be removed from the premises by the end of the scheduled function.
- f) SMOKING is prohibited within 25 feet of any building.
- g) Violation of these policies will deem this contract and agreement null. All people will be asked to leave the premises, and, if necessary, the police will be contacted and refundable fees will be forfeited.

Applicant initials _____

7) Facility set-up and cleaning:

- a) The rental fee includes the use of tables and chairs. People may not bring other tables and chairs without written permission from the pastor or his delegate.
- b) The renter may arrange for setup and decorations of the facility(ies) within the time frame approved for the event, and even up to one (1) hour prior to the stated start time.
- c) The renting party is responsible for cleaning the entire facility after the event.

Applicant initials _____

8) No Transfer

_____ (Name of Renter) agrees that neither Renter or attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Agreement, or to resell or otherwise transfer to persons not associated with the Event for facilities made pursuant to this Agreement.

9) Keys:

- a) If renter needs access to the facility(ies) they must make proper arrangements with the Parish office.
- b) If the renter needs to use a key to access the facility(ies), the key must be picked up in the Parish office 1 (one) business day prior to the event and dropped off in the mailbox located outside the Parish office immediately after the event.
- c) The key is not to be used by anyone other than the renter and is not to be used for any other purpose outside the allowed event.
- d) If the key is lost, a fee of up to \$500.00 may be assessed from the renter to help absorb the cost of replacing all the locks on campus.

Applicant initials _____

I, _____ agree to indemnify and hold harmless San Martin de Porres Church from and against any and all claims, damages, losses and expenses, including attorney's fees resulting from the renting party's use of the facilities.

I, _____ agree to pay any damages that occur to the facility that is a direct result of my party. If the damages exceed the amount of the refundable fee, I will be responsible for the cost of the repairs to return the facility to its original condition.

I, _____ will be responsible for the key that I have signed out for the use of the facility on _____. I will not use the key for any other purpose nor will I lend it out to anyone for any other purpose.

I, _____ agree that if litigation results from the breach of any provisions in this contract / agreement, the venue to be used will be in Pima County, Arizona.

LIABILITY INSURANCE FOR THE EVENTS OF OUTSIDE USERS AT
DIOCESE OF TUCSON FACILITIES

Event Days: October 1, 2015 to October 1, 2016

INSTRUCTIONS: 1) Complete this form (be sure to provide all information requested). Return original form to the Chancery with payment. Please retain a copy for your records. Check should be made payable to "Pooled Self-Insurance Retention Trust (PSIRT)"

Parish or Agency (Additional Insured – Lessor) Street Address City Zip

Facility/Building (i.e., Hall, School Gym, etc.) to be used and address (if different). Parish Phone Number

Sponsoring Organization or Individual Lessee

Type of Event: _____ Number of (Daily) Participants: _____

Date(s) of Event: _____

Contact Person: _____ Telephone Number: _____

Address: _____

Will liquor be served? Yes No Will food be served? Yes No

Will liquor be SOLD? Yes No If yes, Liquor Liability must be purchased—see below

COVERAGE IS PROVIDED ONLY FOR THE EVENT AND DATES SPECIFIED ABOVE. PROMPT NOTICE TO THE PROGRAM ADMINISTRATOR OF ANY LOSS OR INCIDENT IS REQUIRED!

Signature of Outside User/Named Insured

Signature of Pastor, Parish Administrator or Diocesan Representative acknowledging receipt of completed request, payment and Short-Term Use Agreement

Date

Date

Insurance Coverage Provided by: Atlantic Specialty Insurance Company
Limit of General Liability Insurance: \$1,000,000 each Occurrence
Host Liquor Legal Liability: Included
Liquor Liability (required if liquor is sold): Additional Premium Applies (see below)
Third-Party Property Limit: \$1,000,000 (excess \$250 deductible)

Coverage includes mandatory coverage as per the Terrorism Risk Insurance Act of 2002 and its extensions.

_____ 1 to 100 Daily Attendance ... \$128.00	_____ WITH Liquor Liability ... \$205.25
_____ 101 to 500 Daily Attendance ... \$158.90	_____ WITH Liquor Liability ... \$349.45
_____ 501 to 1,500 Daily Attendance ... \$190.55	_____ WITH Liquor Liability ... \$458.35

TOTAL PAYABLE: \$ _____

This notification of an event *must* reach the Chancery at least seven (7) days prior to the event.

Remit originally completed form, one copy and payment to:

Program Administrator:

Pooled Self-Insurance Retention Trust (PSIRT)
c/o Diocese of Tucson
P. O. Box 31
Tucson, AZ 85702
Attn: Insurance Department

Arthur J. Gallagher Risk Management Services
P.O. Box 7443
San Francisco, CA 94120-7443
Phone: (415) 546-9300