



# St. Thomas Episcopal Church

50 E. Bagley Rd., Berea, OH 44017-2009

440-234-5241

churchoffice@stthomaschurch-berea.org

## PARISH FACILITIES USE APPLICATION

St. Thomas Episcopal Church ("STEC") grants permission to the responsible person listed below and his/her group or organization ("Rental Party" or "User"), to use the indicated facilities under the conditions listed in the St Thomas Usage Agreement ("Agreement") and in consideration of the schedule of fees found below:

### RENTAL PARTY INFORMATION

Individual or Group:	
Purpose of Use:	
Responsible Individual:	Daytime Phone:
Address:	Evening Phone:
	E-mail:

### Rental Charges

Area	Cost per Hour	Maximum Capacity
Sanctuary	\$100	200
Harkess Hall	\$100	120
Harkess Hall & Kitchen	\$150	120
Chapel	\$75	75
Classroom	\$20	10
Security Deposit	\$100 (*Refundable)	

\*A check for the amount of the security deposit is required upon submission of this application (certified check or money order *if within 10 days of the event*). The person signing this application certifies that he/she has read the **STEC Usage Agreement** and accepts responsibility for compliance with all terms and conditions listed in the **Agreement**. STEC reserves the right to decline any application.

Date Requested (One date/application):	
Times:	Total Hours:
Signature of Responsible Individual:	

For STEC Use only:	Rental Fees:
Application reviewed & accepted by:	Date:
Supervisor:	

# THE ST THOMAS USAGE AGREEMENT

*This Agreement should be kept by the Renting Party as proof of rental for the contracted Rental Period.*

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this **PARISH FACILITIES USE AGREEMENT**, agree as follows:

## **FACILITIES:**

During the term of the Rental Period, defined below, the user may have the exclusive use and enjoyment of the facilities that are indicated on the application form (including the hallway restrooms), but are not given similar privileges in any other part of the STEC. No member or employee of the Church may be solicited for providing additional rooms or equipment. Parking is limited at STEC, but during the Rental Period, the parking lot will be made available for the Renting Party's guests. All guests should be aware the outer perimeter of the lot is assigned to BW University during the week while school is in session.

## **RENTAL PERIOD:**

The Renting Party shall have the use of the Hall on \_\_\_\_\_, between the hours of \_\_\_\_\_ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. There are no refunds for unused time.

## **RENTAL CHARGE:**

The charge for the Rental Period shall be \$\_\_\_\_\_ payable in full to *St Thomas Episcopal Church* via a check or money order thirty days in advance of the Rental Period, or if fewer than thirty days, upon the execution of this *Agreement* (certified check or money order *if within 10 days of the event*). Application and check should be given to the STEC secretary. Any time used outside of your reserved time will be charged at a rate of \$10.00 per hour above the listed rental charges.

## **RENTAL HOLD/SECURITY DEPOSIT:**

In addition to the Rental Charge, the Renting Party shall pay STEC an additional charge of \$100.00 the "**Rental Hold/Security Deposit**", upon execution of this *Agreement* to secure the Renting Party's intent to rent the facilities indicated on the *Application Form* and cover any damage or loss that may occur to the Hall, its contents, or any other part of STEC. Only after the STEC has determined that the building, its contents, and the grounds are free of damage arising from or related to the Renting Party's rental of the STEC facilities, will this, or a portion of this deposit, be refunded. Upon demand from the STEC, the Renting Party shall immediately pay the STEC the cost to repair any damage in excess of the Rental Hold/Security Deposit.

## **LIMITS:**

### **Noise:**

Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.

### **Maximum Capacity:**

Capacity guidelines indicated on the *Application Form* must be followed. Failure to comply with this stipulation will result in the immediate closing of the Rental Party's event.

### **Decorations:**

The only decorations permitted in the STEC are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or wood work within the STEC. No candles or open flames are permitted inside the building at any time without prior consent and only for the agreed upon purposes. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the building or on the grounds outside of the STEC.

## **PERSONAL PROPERTY:**

The STEC assumes no responsibility for any property during the event or property that is left on the premises by the Rental Party.

## **Rental Chairs, Tables and Other Equipment:**

Prior to the Rental Period, the STEC must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the STEC. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.

## **Damage:**

The Renting Party is responsible, and upon demand shall pay STEC, for any and all damage to STEC that arises from or is related to the Renting Party's rental of STEC. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by STEC.

## **Use of Hall Kitchen:**

### ***If the Renting Party uses the STEC Kitchen, it shall:***

- remove all boxes, food and trash from the kitchen at the end of the Rental Period
- clean all counters and surface work areas in the kitchen, including any food spilled in the food warmer or refrigerator
- sweep the kitchen floor
- not put any grease, lettuce, celery, coffee grounds, corks or metal objects in the garbage disposal
- turn off all appliances at the end of the Rental Period
- remove all dishes, glasses, silverware, linens, and other material equipment rented/brought in by the Renting Party at the end of the Rental Period

### ***In Addition:***

- Any food that is prepared on site cannot be sold by the Renting Party or its designees.
- ***This agreement includes:*** the use of dishes, pots, pans, and utensils. Appropriate equipment for additional cleaning will be made available to the Renting Party.
- ***This agreement does not include:*** any disposables (such as napkins, plates, cups) or any foodstuffs from the parish supplies (in refrigerators, freezers, or elsewhere); or any additional clean-up time by STEC personnel beyond one hour.
- ***Additional clean-up time, if required, will be deducted from the Security Deposit. Other deductions from the Security Deposit will be taken for any major clean-up (such as professional carpet cleaning, if required) and for equipment breakage.***
- ***NOTE:***
  - The dishwasher instructions are posted on the dishwasher
  - Cleaning materials and trash bags are located beneath the small sink by the stove
  - Towels are in a drawer to the right of the sink; dirty towels should be put in the container to the left of the sink

## **RENTAL PARTY'S RESPONSIBILITIES**

***The Rental Party is expected to leave the premises and equipment in the condition in which it was found:***

- Any additional tables set up by/for the Renting Party should be folded and returned to the storage room in the northwest corner of Harkess Hall
- Any additional chairs set up by/for the Renting Party should be returned to the storage racks found in the storage room
- Trash should be placed in trash bags and taken to the trash dumpster in the parking lot
- Thermostats should be set to off-use temperatures (60° in the heating season; 80° in the cooling season)
- Kitchen equipment (dishes silverware, coffee pots, etc.) is to be washed, dried and returned to the appropriate place; food must be removed from refrigerators and freezers
- Dirty towels are to be placed in the container to the left of the sink
- Spills are to be wiped or mopped as appropriate

**Moving pianos or other furniture is prohibited unless special permission is granted.**

- Requests for furniture arrangement and decorations must be discussed and approved prior to the event.
- No STEC property is to be removed from the building.

**The Responsible Individual indicated on the STEC Facilities Use Application**

- Must be present at all times
- Upon the close of the activity, will inform the STEC Representative that their entire group has vacated the premises.

**EMERGENCY ITEMS**

- A first-aid kit is located on the wall near the kitchen entrance
- A defibrillator is located in the hallway across from the office, under the coat rack
- If any problems arise during the rental period, the Renting Party should contact the Rector at 440-305-0264.

**ACTS BEYOND STEC'S CONTROL:**

In the event STEC or any part thereof is damaged or destroyed by any cause, or if any casualty or unforeseen occurrence shall render STEC's fulfillment of this **Agreement** impossible, then this **Agreement** shall terminate, and STEC shall pay the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this **Agreement**, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this **Agreement** under this paragraph.

**ACCEPTANCE OF PREMISES:**

The Renting Party agrees that it has inspected the STEC facilities indicated on the **Application Form** and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

**SCHEDULING:**

STEC retains the right to schedule other events in the STEC, both before and after the Rental Period and in any other parts of the building that are not included in this **Agreement** without notice to the Renting Party.

**ACCESS TO PREMISES:**

STEC reserves for its members, representatives, and agents free access and right to enter any portion of STEC.

**INDEMNITY:**

The Renting Party shall indemnify, defend, and hold harmless STEC and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the STEC.

**CANCELLATION:**

In addition to any other remedy available at law or equity, either Party may cancel this **Agreement** if the other Party fails to comply with each and every term and condition of this **Agreement**. In the event that the Renting Party either (a) breaches any term of this **Agreement** or (b) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

**COMPLIANCE WITH LAWS:**

The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy STEC for any unlawful purpose or permit others to use or occupy STEC for any unlawful purpose.

**SMOKING:**

There is absolutely no smoking permitted in the STEC at any time.

**ALCOHOLIC BEVERAGES:**

If the Renting Party intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide STEC with copies of any such licenses or permits five days prior to the Rental Period. No alcoholic beverages are to be consumed outside the STEC. STEC reserves the

right to restrict this activity and/or require the hiring of a security guard (at the Rental Party's expense) as a condition of any rental that includes the serving of alcoholic beverages. Failure to fully disclose the intentions of the Renting Party with respect to the use of alcoholic beverages in the STEC will result in the cancellation of this **Agreement** and the forfeiture of the security deposit.

#### **GAMBLING:**

If the Renting Party intends to gamble at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide STEC with copies of any such licenses or permits five days prior to the Rental Period. STEC reserves the right to restrict this activity and/or require the hiring of a security guard (at the Rental Party's expense) as a condition of any rental that includes gambling at its event. Failure to fully disclose the intentions of the Renting Party with respect to gambling in the STEC will result in the cancellation of this **Agreement** and the forfeiture of the security deposit.

#### **ASSIGNMENT:**

This Agreement may not be assigned or transferred without the express written consent of STEC.

#### **ENTIRE UNDERSTANDING:**

The Parties agree that this **Agreement** contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This **Agreement** cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the STEC facilities.

#### **MODIFICATIONS:**

This **Agreement** may not be modified or amended except through an express written agreement signed by the Parties.

#### **ADVICE OF COUNSEL:**

Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this **Agreement**, including the legal rights, obligations, and liabilities arising by virtue of this **Agreement**; and each executes this **Agreement** freely, voluntarily, and without reservation.

#### **GOVERNING LAW:**

This **Agreement** shall be governed by the laws of the State of Ohio. The Parties agree that, if any provision of this **Agreement** is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

Updated 1/2019