

CHURCH OF THE ANNUNCIATION
Facility Use Policy

I. POLICY

It is the policy of Church of the Annunciation (the “Parish”) to encourage the use of the Facility for parish programs, by Parishioners and employees of the Parish. The Parish will also consider renting to other Community Entities / Members if space is available and the use complies with Annunciation guidelines.

Fees for use of the Facility may take into consideration security, public safety, cost to the Parish and others appropriate factors as approved by the Parish Pastor and/or Parish Facilities Committee.

The Parish has established this Facility Use Policy for reserving and utilizing space. It is imperative that the Facility be utilized in the most efficient and effective manner to satisfy the Parish’s vision, mission and goals. Any use of the space that is opposed to the Parish vision, mission and goals will not be allowed to rent Parish facilities.

Facility rules and regulations under this Policy shall apply to all property owned and managed by the Parish 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 Parish Pastor and/or Parish Facilities Committee.

II. DEFINITIONS

Applicant shall mean the person or entity entering into a Use Agreement that is attached hereto as Exhibit A for use of the Facility or part thereof.

Community Entity / Member shall mean outside entities / members not directly affiliated with the Parish who desire to use Parish facilities.

Damage/Cleaning Deposit shall mean the sum paid by the Applicant as set forth in Paragraph V.

Down Payment shall mean the non-refundable sum paid by Applicant to reserve its use of the Facility.

Event Coordinator shall mean that person or person(s) designated and employed by the Parish that has authorization to make decisions for the Parish regarding use of the Facility.

Facility shall mean, the Church, Pastoral Center, School, Residence, parking lots and property owned by Church of the Annunciation and all property owned and operated at 501, 509, 525 and 609 West 54th, Minneapolis, MN.

Fee shall mean all amounts, including the Hourly Fee, Down Payment and Damage/Cleaning Deposit charged by the Parish for use of the Facility and as described in Paragraph V of this Policy.

Parish Facilities Committee shall mean the committee that assists in providing facilities leadership to the Parish.

Parish Programs shall mean those programs that are organized and governed by the Parish such as Faith Formation and Pastoral Care.

Parishioners shall mean those individuals who are registered members of the Parish.

Use Agreement shall mean that agreement executed by the Applicant and Parish for use of the Facility. The form of Use Agreement is attached as Exhibit A.

Special Events Coverage shall mean that general liability coverage for special events available through the Archdiocese of St. Paul/Minneapolis to the Applicant for a cost of \$110.00 per Event.

III. SCHEDULING PRIORITY

When possible, the Parish will be given first priority 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. Thereafter, Parishioners and other Community Entities / Members will be allowed to reserve space for the upcoming year. If any question arises with respect to scheduling priority, the Parish Pastor, in its sole discretion, shall have the right to make such determination.

No political events of a partisan nature will be allowed at the Facility. No organization who opposes or goes against the Parish mission.

IV. SCHEDULING PROCEDURES/FEE PAYMENT

- 1.) The Event Coordinator shall be responsible for the scheduling of the Facility. The Use Agreement may be obtained from the Event Coordinator. All requests including use by Parish staff must be submitted to the Event Coordinator on the Use Agreement form. Events held at the Facility may not conflict with any weekend liturgies held at the Church.
- 2.) The Use Agreement must be completed, signed and returned with the Down Payment, if any, to the Event Coordinator by mail or in person as soon as possible. The Event Coordinator will review the Use Agreement, and establish estimated costs according to the Fee Schedule. Full payment of the Hourly Fee, and the Damage/Cleaning Deposit are due 30 days prior to the Event. If any of the Fee is not paid when due, the Parish shall have the right to terminate the Use Agreement and allow another applicant to use the Facility. In addition, the Parish shall have the right to keep the Down Payment as liquidated damages.
- 3.) Room set up requirements, including audio/visual needs, number of attendees, food and beverage service, and any other requests must be provided to the Event Coordinator 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. If Applicant requires a change after the initial set up requirements are sent and approved by the Event Coordinator, an additional fee may be charged.
- 4.) Either a written confirmation or rejection of the Use Agreement will be sent to the Applicant.

- 5.) The Event Coordinator will coordinate with the Applicant any access to the Facility(s) for decorating prior to the Event.
- 6.) The Use Agreement is nontransferable and is restricted to the stated hours and intended use of the Facility.

V. FEE SCHEDULE

Applicants who are defined as Parish Programs in this Policy shall not be charged any Fee unless the Parish incurs any cost as the result of a special request by the Applicant.

Parishioners and Community Entities / Members renting the Facility for uses will be charged per the Use Fee Table in Exhibit A and is payable as provided in Paragraph IV of this Policy.

In addition to the Fee, Applicant shall be required to pay the following:

- 1.) Down Payment equal to \$150.00 but in no event shall the Down Payment exceed the expected total amount of the Use Fee. Such Down Payment shall be payable with the Applicant's execution of the Use Agreement. In no event shall the Parish be obligated to refund any portion of the Down Payment.
- 2.) Damage/Cleaning Deposit of \$250.00, which must be paid 30 days prior to the Event to assure that the Facility is maintained in as good order and condition and state of repairs, reasonable wear in use excepted as the same now are or may be completed by the Parish. The Damage/Cleaning Deposit shall be returned to the Applicant provided: a.) the Facility is maintained in good order; b.) no claims by the Parish have been made; c.) the Applicant has paid in full all Fees; and d.) the covenants as set forth in this Policy were adhered to

Checks returned for non-payment are subject to a service charge not exceeding \$20.00. It is the policy of the Parish that it will accept and welcomes any donations related to the use of the Facility.

VI. EQUIPMENT USE

Use of Facility equipment must be requested on the Use Agreement. Furniture and equipment owned by the Parish shall not be moved unless requested in advance. Applicant must have prior approval by the Event Coordinator if any apparatus or equipment is moved into the Facility. Such apparatus or equipment must be removed promptly after Event.

VII. INSURANCE AND INDEMNIFICATION

Insurance: Applicant shall be required to provide the parish with a certificate of liability coverage through their homeowners insurance policy, with a minimum coverage of

\$1,000,000. This certificate of insurance should name Church of the Annunciation as additional insured for their event. If the applicant is unable to provide a certificate of insurance, they can purchase special events coverage through the Archdiocese of St. Paul/Minneapolis at a cost of \$110.00 per event. Applicant must complete and send in the attached, completed form and a check for \$110.00 made payable to: **Archdiocese of St. Paul/Minneapolis.**

Indemnification of the Parish by Applicant: Applicant, hereby agrees to hold the Parish, the Archdiocese of St. Paul/Minneapolis and the General Insurance Program for the Archdiocese of St. Paul/Minneapolis harmless against all claims, damages or causes of action for damages and related expenses arising out of, or brought on account of, injury to any person or persons or property, or loss of life, resulting from Applicant's occupancy of, and use of, the Facility and its operations therein. The Parish agrees that Applicant has provided protection in the amount of at least \$1,000,000 against this obligation to hold the Parish harmless through the insurance coverage provided by Applicant as set forth in Paragraph VII above. The Applicant agrees to sign the Catholic Mutual Indemnification Form attached as an Exhibit C.

VIII. GENERAL POLICIES AND PROCEDURES

1.) Parish Staff. The Event Coordinator shall make arrangements for the attendance of the custodian and/or the contact person at the Event. This person will assist with clean-up, lock the Facility after the Event and provides special assistance during the Event. The cost of the custodian's salary is included in the Fee. Use of the Facility is contingent on the availability of the custodian.

2.) Alcohol Beverages. Except as otherwise permitted by law, alcohol may not be served at the Facility except for ceremonial toasts and then only with the prior approval of the Event Coordinator.

3.) Security/Supervision. The Parish reserves the right to determine if a security and/or police officer will be needed in connection with the Event and the number that will be required. At the sole cost and expense of the Applicant, Applicant shall retain the services of a security and/or police officer as required. If the Parish determines that a security and/or police officer is required and Applicant fails to retain a security and/or police officer, the Parish shall have the right to terminate the Use Agreement. Public access to the Facility shall be through the west entrance doors.

4.) Use of Kitchen. A commercial kitchen is located in the Church. Only professional caterers may use the kitchen. For those using an outside caterer, the Food Catering Information Form has been prepared for your assistance. All contracted caterers using the kitchen must possess a current caterer's license and be approved by the Event Coordinator. Caterers are expected to supply whatever they need to make their preparations other than a stove, oven, and refrigerator. The caterer must also provide all dishes and serving utensils. All paper products (i.e. napkins, table cloths, 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 Church of the Annunciation with a certificate of liability insurance with a minimum coverage of \$1,000,000.00.

Food preparation is allowed only in the kitchen. No red punch can be served. Service of coffee or light refreshments in multi-purpose rooms of the Facility is permitted without charge if the kitchen facilities and equipment are not used.

If a professional caterer is not retained by the Applicant, Applicant understands that use of the kitchen requires: a.) presence of a Minnesota licensed caterer's staff member at all times while the kitchen is being used; and b.) compliance with the Parish's licensing policies and procedures.

If the kitchen is not cleaned properly, cleaning costs may be deducted from the Damage/Cleaning Deposit. And additional charges may apply.

5.) Decorations. The Event Coordinator will coordinate with the Applicant any access to the Facility for decorating prior to the Event. The Event Coordinator must approve any candles used by Applicant. Decorations, banners, or signs may not be pinned, taped, or otherwise affixed to the walls, ceiling or windows unless prior approval by the Event Coordinator is obtained. The Applicant should consult with the Event Coordinator regarding any decorating plans. Permanent decorations or signage provided by the Parish may not be removed and/or covered up (i.e. statues, crucifixes). Easels are available upon request and must be removed after the Event. 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.

6.) Clean up. The Applicant is required to leave all areas in a reasonably clean and orderly condition at the end of the Event. The Applicant is responsible for bagging all trash and wiping down the tables. Parish staff will make available all necessary materials. 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.

7.) Soliciting/Advertising. Soliciting is not permitted in the Church or the Facility except as designated by the Parish Pastor. Any advertising will only appear on easels as approved by the Event Coordinator.

IX. FACILITY RULES AND REGULATIONS.

- 1.) Smoking is allowed only in the parking lot. Smoking is not allowed near any entrance or inside the Facility.
- 2.) Guests should leave the Facility so that clean up can be completed and the Facility is vacated by 12:00 midnight.
- 3.) Applicant may not sublet any space in the Facility. The Parish shall have the right to terminate a Use Agreement if any Applicant misrepresents the purpose of an event.
- 4.) Persons in attendance must confine themselves to areas permitted for use. Adults are responsible to keep children in permitted areas only. Disorderly conduct is prohibited.
- 5.) All local and state ordinances and laws of the police and fire departments must be observed.
- 6.) The Parish is not responsible for lost or stolen articles.
- 7.) The Parish shall have the right to refuse the use of the Facility by any Applicant, in its sole discretion.
- 8.) Applicant and all guests should be respectful of neighborhood community.

X. 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 Parish.

The pastor, Event Coordinator and/or the Parish Facilities Committee will make any interpretation or approval required by this Policy.

EXHIBIT A – USE FEE

**Church of the Annunciation
Facility Rental Charges**

<u>AREA</u>	<u>PARISHIONER (*)</u>	<u>OTHER COMMUNITY MEMBER / ENTITY (*)</u>
CHURCH BUILDING		
SANCTUARY	\$300.00	\$450.00
COMMUNITY ROOM	\$300.00	\$450.00
KITCHEN	\$100.00	\$150.00
MARIAN DINING ROOM	\$75.00	\$112.50
VISITATION ROOM	\$75.00	\$112.50
ANGELUS ROOM	\$75.00	\$112.50
SCHOOL BUILDING - including Spirit Center(SC)		
AUDITORIUM	\$300.00	\$450.00
CONFERENCE ROOM (SC)	\$100.00	\$150.00
GYM	\$50 / HR	\$100 / HR
DAMAGE DEPOSIT		
(Refunded 7 days after event, if there is no damage.)	\$150.00	\$150.00
TOTAL RENTAL:		
# OF PEOPLE:	_____	
# OF TABLES/CHAIRS:	_____	
MAINTENANCE: REQUEST QUOTE		
TABLE SET UP	\$50.00	
KITCHEN SUPERVISOR	\$30.00/HR	x _____ HR =
CLEAN UP/TRASH REMOVAL	\$80.00	
CUSTODIAL FEES	\$30.00/HR	x _____ HR =
OVERTIME FEE	\$35.00/QTR HR	
<u>TOTAL RENTAL & MAINTENANCE:</u>		

* rate for up to 3 hours - additional hours billed at \$75 / hour (except as where otherwise noted)

EXHIBIT B – USE AGREEMENT

**FACILITY USAGE LIABILITY, INDEMNITY AND DAMAGE
AGREEMENT**

PARISH/INDEMNITEE: _____
(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

RENTER: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____

In consideration of the RENTER’S use of the FACILITY for the EVENT listed above, RENTER agrees as follows:

1. **TO** provide the Parish with a Certificate of Insurance naming the Parish and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as “the Indemnitees”), as Additional Insureds under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring RENTER’S liability for damage and injury to person and property arising out of RENTER’S acts or omissions related in any way to the EVENT. RENTER agrees to provide such Certificate to the Parish at least 10 days prior to the EVENT. RENTER also agrees to insure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Indemnitees.
2. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property arising out of RENTER’S acts or omissions related in any way to the EVENT.
3. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the EVENT, of any and all persons attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason related to the EVENT.
4. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.

5. **TO** provide the Parish, at least 10 days prior to the EVENT, with Certificates of Insurance for all vendors, including, but not limited to, all performers, entertainers, bands and caterers, attending, or participating in, the EVENT, certifying that such vendors are insured for liability, with limits of at least \$1,000,000 per occurrence, for damage and injury arising out of vendors' acts or omissions, and naming the Indemnitees as Additional Insureds for the EVENT.

6. **TO** assume entire responsibility for any and all damage to Parish property, real and personal, caused by RENTER, any person attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.

7. **TO** identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the RENTER'S responsibility to provide sufficient information about the planned Use to allow the Parish to make a determination whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the RENTER misrepresented the planned Use of the Parish Facilities. In that event, the RENTER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.

8. **THAT** in accordance with Minnesota Statute §363A.26, the Parish Facilities may not be Used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

Date
RENTER)

RENTER- *(Must be an official agent of*

Revised 2013

EXHIBIT C – CATHOLIC MUTUAL INDEMNIFICATION FORM

PARISH: Church of the Annunciation

FACILITY USER: _____

TYPE OF FACILITY USAGE: _____

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.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than five hundred thousand 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 USERS’ employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organization 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.

If and only if FACILITY USER fails to comply with the above (second) 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. 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.

SIGNED BY: _____

(MUST BE AN OFFICIAL AGENT OF FACILITY USER)

NAME (please print): _____

DATE: _____

