

Sacred Heart Parish

The Catholic Family of Modoc County

507 E. 4th Street
Alturas, CA 96101
530-233-2119

Parish Hall Rental Agreement

Name of Renter/Organization _____

Organization Representative _____

Address _____

Phone No. _____ **Fax No.** _____ **Email** _____

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____(year),
by and between Sacred Heart Parish (hereafter referred to as the Parish) and
_____, (hereafter referred to as Renter).

Event Details

Event Name _____

Event Date(s) _____

Event Time(s) _____

Setup Date and Time _____

Cleanup Date and Time _____

Premises must be vacated by _____

Fees

Hall Rental Fee (per day)	\$125.00
Alcohol Use Fee (per day, if applicable)	25.00
Cleaning Deposit (refundable)	100.00
Special Events Insurance (<i>variable—see below*</i>)	_____
TOTAL:	_____

Although the Parish does not require a security deposit, paying your fees as early as possible will secure your desired rental date.

The rental fee (including alcohol fee, if applicable) and the cleaning deposit are due and payable (on separate checks) the day you pick up the keys to the hall. Any extra rental days will be charged or prorated at the discretion of the Pastor of the Parish. Checks shall be made payable to **Sacred Heart Parish**.

***Special Events Insurance.** Special Events Insurance must be provided three (3) weeks prior to the event. If you have your own insurance as provided by your organization, please be certain to indicate that **The Roman Catholic Bishop of Sacramento Diocese, A Corporation Sole, Sacred Heart Church, 507 E. 4th St., Alturas, CA 96101**, is listed as **ADDITIONAL INSURED**. This wording is very important and must be followed exactly. Limits of General Liability for your event must be one million dollars (\$1,000,000.00) aggregate and must include a host liquor liability provision as well, if applicable. If you need an extra day for setup before or cleanup after the event, please plan for this in your insurance coverage.

Renter agrees to maintain, in full force, at Renter’s expense, during the dates of use, liability insurance which would insure the parties as above provided against any and all injury or death to persons or property from any occurrence in or about the facilities or the use or condition thereof. Such insurance shall be primary and be evidenced by a certificate of insurance and endorsement issued as above provided prior to the event date as above provided.

If you do not have your own Special Events Insurance, there will be a per day charge for this coverage. The rates vary as to number of people in attendance and if liquor is served or sold. You must make arrangements with the Parish Pastor or his authorized representative to sign the insurance application at least three (3) weeks in advance of your event. Fees are due and payable at this time. Checks shall be made payable to the **Diocese of Sacramento**. The time allowance of three weeks is important as the policy must be underwritten and in place before your event date.

Terms and Conditions of Use

- 1. Prohibited Use.** The use of Parish facilities is not open to the general public and is strictly limited to those groups, organizations, and events that do not advance viewpoints, principles or objectives contrary to the Catholic faith. Use of Parish facilities must, at all times, be consistent with Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities. Any use of Parish facilities which, by word or conduct, promotes views,

values, or beliefs contrary to Catholic religious and moral beliefs and teachings is likewise prohibited. The Parish Pastor and the Bishop of Sacramento shall serve as the final arbiters as to whether a particular use of Parish facilities is a prohibited use under the terms of this Agreement.

2. **Religious Nature of Parish Facilities.** The religious character and nature of the Parish property must, at all times, be respected. Religious symbols and images shall not be removed, altered, or deliberately obscured; and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.
3. **Removal of Equipment.** No items or equipment may be borrowed or removed from the Parish hall.
4. **Prohibited Items.** Weapons, animals.
5. **Damage to Facilities.** Renter is liable for all damage to the facilities, equipment, and Parish grounds, and for the safety of all guests. The Renter will be held responsible for all costs to repair damages exceeding normal wear and tear. The cleaning deposit will be used to pay for such costs. Any repair or cleaning costs that exceed the amount of the cleaning deposit will be charged to the Renter and collected after the event.
6. **Damages.** Renter shall not hold the Parish responsible or liable for damages of any kind arising out of the use of or inability to use the facilities or otherwise in connection with this Agreement, including the cancellation of this Agreement by the Parish pursuant to a violation of Paragraph 1 of this Agreement, even if the Parish has been advised of the possibility of such damages.
7. **Alcoholic Beverages.**
 - No alcoholic beverages may be served or consumed on the premises.
 - Alcoholic beverages may be served and consumed on the premises. The Renter shall obtain the necessary licenses and permissions required by law prior to the date of the event and shall provide to the Parish copies of any and all licenses or other official permissions to serve and/or sell alcoholic beverages. If alcoholic beverages are served or sold, the Renter shall procure liability insurance coverage applicable to liability arising from the sale and/or service of alcoholic beverages and shall name the Parish and the Roman Catholic Bishop of Sacramento, a corporation sole, as the primary insured with regard to such policy. This insurance shall be supplemental to other insurance coverage required under this Agreement.
8. **Cancellations.** Should Renter terminate this Agreement for any reason less than seven (7) days before the event date, the Parish shall refund all previously deposited fees by Renter less thirty dollars (\$30.00) paid by Renter.
9. **Trash Disposal.** Renter agrees to dispose of all trash in the appropriate container provided. If Renter fills said container, Renter agrees to pay an additional thirty-five dollars (\$35.00) surcharge to dispose of the excess trash or two dollars (\$2.00) per bag of trash.

10. Setup and Cleanup. Renter understands that the functions of the Parish always take precedence. If access to the hall for advance setup is needed, Renter agrees to make such arrangements in advance, and only if no other Parish functions are in conflict with this arrangement. Renter will clean up the hall immediately after the event, and will not interfere with any Parish functions the next day. Any arrangement contrary to this must be made in advance and indicated here:

11. Indemnification. The Parish assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the facilities by Renter, and the Parish 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 or use of the facility. Renter shall defend, indemnify, and hold the Parish harmless from and against all 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 neglect of Renter or its servants, employees, or agents, or any change or alteration made by the 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, driveways, worship areas, kitchen, hall areas, and restrooms.

12. Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Parish, the Bishop, and the Renter the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

13. Mandatory Mediation of Disputes. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to the Judges' Arbitration and Mediation Service (JAMS), or its successor, for mediation. If the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor for final and binding arbitration pursuant to the arbitration clause set forth in Paragraph 14. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator for JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be

entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

- 14. Binding Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The parties agree to waive, and do hereby waive, their right to trial, whether by court or by jury, as to any claim or cause of action arising, under either state or federal law, from this Agreement or from Renter's use of Parish facilities pursuant to this Agreement.
- 15. Assignment.** This Agreement may not be assigned, transferred or sublet without the expressed written consent of the Parish.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parish and the Renter relating to the use of the Parish's facilities, services and/or equipment. Any prior agreements, promises, negotiations, representations, or course of conduct not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless in writing and signed by all parties. This Agreement does not take effect until signed by both parties.
- 17. Receipt of Parish Facilities Policies.** By signing below, Renter acknowledges the receipt of the rental policies covering the Parish facilities and equipment, and will ensure compliance with these rules by Renter or any of its agents, employees or invitees.

I, individually or on behalf of the Renter, hereby accept all terms and conditions listed in this Agreement.

Renter's Authorized Representative (Print)

(Signature)

SACRED HEART PARISH

(Printed name of Pastor/Authorized Rep.)

(Signature)

*** For Parish Use Only ***

Rental Fee Received _____ **Amount \$** _____ **Check #** _____ **By** _____
(date) (initials)

Cleaning Deposit Received _____ **Amount \$** _____ **Check #** _____ **By** _____
(date) (initials)