

2010 FACILITY USE LICENSE AGREEMENT ~ ST JOAN OF ARC PARISH

Please Note: Your signature as LICENSEE at the end of this Agreement indicates that you have read, and that you understand and will comply with the conditions of the Agreement, and with the Facility Request Form containing the details of your event. Additionally, all events are subject to Pastor's approval.

Event Name _____ Event Date _____

1. General Guidelines:

- A. No Smoking Policy We have a strict **NO SMOKING POLICY** for all facilities. Smoking is only permitted outside, 25 feet from any church entrance.
- B. Parishioner definition
 - i. Definition of registered parishioner: Registered and active (time, talent & treasure) in parish for at least six months prior to date of reservation.
- C. Confirmation of date – goodwill offering is due no later than 30 days after approval of the date by the Pastor. If not received, the facility(ies) will be released.
- D. Damage deposit – due no later than 30 days prior to the scheduled event. If not received, the facility(ies) will be released.
- E. Required Insurance
 - i. The LICENSEE 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. LICENSEE also agrees to have St. Joan of Arc Parish and the Archdiocese of Denver named as an “Additional Insured” on its general liability policy for the LICENSE PERIOD in relationship to the ACTIVITY for claims which arise out of LICENSEE’S operations or are brought against the Parish by LICENSEE’S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. LICENSEE also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the Parish; **OR** “Special Event Coverage” (\$100 additional fee) through the Archdiocese of Denver is required. The facility will NOT be scheduled firmly until proof of insurance or “Special Event Coverage” is in place. Organizations must provide a copy of their group’s liability insurance binder listing St. Joan of Arc Parish and Archdiocese of Denver as “Additional Insured.”
- F. Responsibility for damages is not limited to amount of damage deposit. The Parish reserves the right to collect the full amount of damages to the facility, furnishings or equipment resulting from negligence of the Facility User(s).
- G. Hours of use (up to 4 hrs.) Additional hours may be purchased at \$100/hour for the reception coordinator and \$25/hour for each bartender or security personnel on hand for the event (before or after event time).
 - i. Details of set-up will be discussed with the Facility User in advance by a member of the reception committee.
 - ii. 1 hr. prior to the event for decorating & vendor set-up.
 - iii. **All meetings/events must end by 10:00 pm** unless approved on Facility Request Form.
 - iv. 1 hr. following for load-up and vacating premises (not to be considered as part of event or decorating time). Facility User should be prepared to pay for all fees shown on the Facility Request Form to the individual volunteers provided on the day of the event.
- H. Noise Control Doors to the Orleans Hall are to remain closed during special events as to not disturb any activities going on in the church. If event conflicts with a regularly scheduled Mass, amplified music must remain at a minimal volume. No dancing music will be allowed during that time.
- I. Parking Please remind your guests to park in the north parking lot by the Early Learning Center if your event is during a scheduled Mass time.
- J. Caterer Information If your event is to be catered, it will be mandatory that a St. Joan of Arc Kitchen Coordinator be on hand to enforce kitchen guidelines. Caterer’s Agreement Form and Insurance requirements will need to be signed and submitted prior to event.
- K. Cancellation Policy – Cancellation by Facility User
 - i. 30 days – 20% of Damage Deposit will be retained.
 - ii. Less than 30 days – 100% of Damage Deposit will be retained.

2. Decorations:

- A. Absolutely nothing is allowed to be taped, stapled, nailed or otherwise attached to walls, ceilings, floors or any other element of the building structure.
- B. No rice, birdseed, confetti, glitter, silly string or similar items are permitted anywhere.
- C. Table decorations (floral, candles) & balloons anchored to tables, chairs or floor are permitted.
- D. Candles are not to be burned without approval and must be enclosed in glass (votives encouraged).

- E. Tables & chairs are included in goodwill fee (use and set-up).
- F. No smoke or fog machines.
- G. LICENSEE shall not: alter or destroy any foliage on the Property, furniture, fixtures, equipment or supplies of Parish. The Property must be restored by the end of the License Period to the condition in which it existed immediately before the commencement of the License Period.
Alcoholic Beverages †:
- H. Possession or consumption of alcoholic beverages on the Property is prohibited unless a signed Consent for Consumption of Alcohol Addendum has been executed and attached to this agreement.
- I. Alcohol service is limited to beer and wine. Absolutely no cash bar or selling of alcoholic beverages is permitted.
- J. Drinks will be consumed inside the facility only. Drinks are not to be taken outside the building or into any other rooms, corridors, hallways or restrooms.
- K. No other alcoholic beverages other than those being dispensed by approved bartender(s) may be brought onto Parish property.
- L. Facility User should be prepared to pay bartender and security personnel on the day of the event.
- M. The bar will be closed ½ hour before the music or event concludes.

3. Guest Conduct:

- A. Food and drink are not to be taken from the space in use or are allowed on the dance floor.
- B. Guests must remain in the facility and are not permitted to roam throughout or outside the building.
Vacant rooms may not be assumed as unused. Only facilities requested and assigned to your group/event may be used. Please respect the privacy of each group using the facilities.
- C. Children must be supervised at all times.
- D. Guests who display unruly, disruptive or inappropriate behavior, alcohol related or not, if left uncorrected, will require contact of proper authorities and/or possible termination of event.
- E. Facility User is responsible for conduct of guests.
- F. No pets or animals are permitted except for guide dogs.

4. Music:

- A. Live bands, recorded music & DJ's are allowed.
- B. Sound must be kept at a reasonable level so as not to interfere with another event or be heard outside of the building.

5. Security:

- A. Security and Bartenders for all functions will be provided by the Parish from a list of qualified persons known to the Parish.
- B. Facility User should be prepared to pay the fee for security person(s) on the day of the event.

6. Termination by the Parish:

- A. The Parish reserves the right to terminate a facility agreement if there is a breach by the Facility User of any terms contained in the agreement and/or in this document.
- B. Parish may also terminate agreement if false statements or claims by the Facility User or agent of Facility User are made to the Parish and/or its authorized agents.
- C. Upon termination of agreement by the Parish, all fees and deposits will be refunded unless within 30 days of the event. If termination occurs during the event, Facility User will forfeit all fees and deposits.

7. Liability and Indemnity:

- A. Facility User shall not hold the Parish or the Archdiocese of Denver (AOD) liable for any loss of valuables by guests or Facility Users or employees of vendors while on Parish property.
- B. The Parish and AOD shall be held exempt for liability and responsibility for injury or illness incurred by the Facility User, guests or vendor while attending or servicing an event at St. Joan of Arc.
- C. If you have key access to the area you are using, you are responsible for turning off the lights and locking up the area after your function. This includes restrooms.

Use of these facilities is a privilege. Violation of the above rules will forfeit future use of these facilities. Failure to do so may also result in the loss or return of all or part of the damage deposit, or, if appropriate, an immediate termination of the event. The person/organization requesting the use of Church facilities hereby absolves the church, its pastors, leadership, members, or people of any liability for personal injury to any individual resulting from the use of the church facilities and agrees to be responsible for any property damage that results during the use of the facilities. Please report any damage to the church office promptly. Signature below constitutes agreement with all conditions stated herein.

LICENSEE: _____ Print Name _____ Date: _____

PARISH REPRESENTATIVE: _____ Date: _____

Parish Contacts: Andi Weber – andi@saintjoancatholic.org 303-420-1232, Norine Tuka, 303-423-3920 August 4, 2010

Cc: Receptions Committee (3) / Scheduling / Maintenance & Set Up