

St. Bernadette Catholic Church
Scottsdale, Arizona
RENTAL AGREEMENT CHECKLIST
(For Use of Facilities and For Outside Events)

PARISH: St. Bernadette Catholic Church

FACILITY USER: _____

DATE(S) OF PROPOSED FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

FACILITY TO BE USED: _____

Contact Person for FACILITY USER:

Name _____

Day phone _____ Evening phone _____

Address _____

City _____ State _____ Zip _____

CONFIRM RECEIPT OF:

- Signed and dated Facility Use Agreement
- Signed and dated Rental Fee Agreement (Attachment A)
- Signed and dated Indemnity Agreement (Attachment B)
- Certificate of insurance confirming that User has general liability coverage

G/L limits of \$2,000,000 per occurrence (\$1,000,000.00 for small parties with no sports activities)

PARISH and DIOCESE named as "Additional Insureds" on Certificate

Dates of coverage include date(s) on which Event is taking place

- Security Deposit check for \$250 (name and address of person that the security deposit should be sent to)
- Rental deposit check for 50% of the rental fee.
- Detailed plan of event

Parish Representative

Date _____

St. Bernadette Roman Catholic Church
Facilities Rental Agreement

16245 N. 60th Street Scottsdale, AZ 85254
480-905-0221 fax: 480-905-0249

Guiding Values and Mission

At St. Bernadette Roman Catholic Church, we believe in the importance of hospitality and stewardship, and we encourage our parishioners and other to use our facilities and campus to spread God's word. Our mission is to be a place where people encounter the living Christ. We view the buildings and grounds at St. Bernadette to be an extension of our ministry to others, and we invite our members and others to use our facilities, so long as that use is approved in advance by the Parish staff, and as long as that use follows the ethics, aims, and policies of the Parish and the Catholic Church.

Scheduling Priorities

St. Bernadette Parish schedules events and activities in the following order of priority:

1. Liturgical and sacramental celebrations
2. Social associated with group sacramental celebrations and funerals
3. Parish and School sponsored events including school sports teams and games
4. Outside organizations associated with the Parish and/or School to include but not limited to Boy Scouts, Dad's Club, HSA, Knights of Columbus, Legion of Mary & Society of St. Vincent de Paul.
5. Social events associated with weddings or baptisms celebrated at St. Bernadette Parish
6. Diocesan events such as conferences and congresses
7. Outside sports teams with 50% or more of their players attending St. John XXIII Catholic School or from active/participating parishioners of St. Bernadette Parish
8. Outside teams or groups

Rental & Service Fees

Facility	Time Period Minimum Rental	Fee	Additional hours/services
Deposit for rental – special events		50% of the rental fee with a \$250.00 minimum	
Church – wedding special event Includes wedding rehearsal	Note: Bridal room & Church will open 90 minutes early for the Wedding Party.	\$ 1,200.00	Limited to 2 hours for the rehearsal & 2 hours for the wedding.
Parish Center – special event	2.0 hours	\$ 400.00	\$150.00 per hour
Parish Hall - center section only	2.0 hours	\$ 300.00	\$100.00 per hour
Parish Center – one room	2.0 hours	\$ 100.00	\$ 50.00 per hour
Parish Center – two rooms	2.0 hours	\$ 150.00	\$ 75.00 per hour
Parish Center – 4 rooms	2.0 hours	\$ 250.00	\$ 100.00 per hour
Gym – special event	2.0 hours	\$ 400.00	\$ 150.00 per hour
Gym – sports ongoing with no facilities set up	1.5 hours	\$ 100.00	\$ 75.00 per hour
Gym – meeting or event with no facilities set up	1.5 hours	\$ 100.00	\$ 75.00 per hour
Kitchen	2.0 hours	\$ 200.00	\$ 75.00 an hour
Ramada – no set up	2.0 Hours	\$ 50.00	\$ 50.00 per hour
Maintenance set up and clean up	Per event	\$ 250.00 minimum	\$ 50.00 per hour
Linens	Per Event	\$ 80.00 minimum fee	Fee depend on usage
Paper supplies - cups, plates, napkins, plastic silverware	Per event	\$30.00 minimum	Fee based on usage
Sound system services	Per event	\$100.00 minimum	Based on services provided

Notes: _____

FACILITY USER: (ORGANIZATION/GROUP) _____

AUTHORIZED SIGNER _____ Contact number _____

DATE(S) OF PROPOSED FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

Church _____ Parish Center _____ Ramada _____ Kitchen _____ Gym _____

Other (specify) _____

The undersigned, both individually, and on behalf of FACILITY USER and each member thereof, and in consideration of the fact that St. Bernadette, Catholic Church (“PARISH”) has granted FACILITY USER’s request to use certain property and/or facilities owned or managed by PARISH, hereby agrees as follows:

- That FACILITY USER is not a part of the Diocese of Phoenix (“DIOCESE”) or any parish in DIOCESE, is not affiliated with or sponsored by the DIOCESE or PARISH, is not an agent of DIOCESE or PARISH, and does not speak for or represent DIOCESE or PARISH.
- That while DIOCESE or PARISH or their employees may provide spiritual support or spiritual direction to FACILITY USER or its members, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship between FACILITY USER, on the one hand, and DIOCESE or PARISH, on the other.
- That FACILITY USER is not controlled by DIOCESE or PARISH or any employee or agent thereof, and that neither DIOCESE nor PARISH will receive a direct, tangible or financial benefit from the FACILITY USER’s activities, other than the consideration given or rental fee paid by FACILITY USER for the use of the facilities, as set forth in Attachment “A” hereto.
- That FACILITY USER is not a participant in and is not the beneficiary of any financial protection provided by the Catholic Mutual Protected Self-Insurance program or by any insurance coverage paid for or carried by DIOCESE or PARISH, and further that FACILITY USER understands that it will not be indemnified by DIOCESE or PARISH for any liability arising from FACILITY USER’s activities.
- That any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or arising from any other activity of the FACILITY USER or its members, is not assumed and is expressly rejected by the DIOCESE, PARISH and Catholic Mutual.
- That FACILITY USER agrees to fully protect, defend, indemnify and hold DIOCESE, PARISH, Catholic Mutual and their employees and agents harmless from and against any and all liability sustained as a result of activities of the FACILITY USER, its members, or other facility users or members acting on behalf of FACILITY USER.
- That FACILITY USER understands that neither DIOCESE nor PARISH, nor Catholic Mutual waive any right they may have to seek indemnity from any individual member of the FACILITY USER if that member’s actions lead to a lawsuit or claim or other proceeding against DIOCESE, PARISH, or Catholic Mutual.
- That this Agreement confers no right to use DIOCESE or PARISH property other than the limited and specific use specified above.

A. Facility Rental Terms and Conditions:

- To reserve a particular date, the interested party (renter) is required to complete a Rental Agreement Form, Rental Payment Agreement (attachment A), Indemnity Agreement (attachment B) and submit a rental deposit and a \$250 security deposit. All deposits must be submitted in cash, by check or money order payable to St. Bernadette Catholic Church.
- A NSF fee of \$25 will be charged for all returned checks.
- All fees are due 30 days prior to the scheduled event unless other arrangements have been made.
- If reservation is made less than 14 days prior to the event all fees and deposits are to be paid at the time the reservation is approved.
- Arrangements must be made in advance for the delivery and/or pick up of rental items and food. Additional fees may be required.
- Cancellation of any event by the renter less than 30 days prior to the event will result in the forfeiture of deposits as delineated in the Rental Payment Agreement. Consult "Attachment A" for complete refund details
- Events and practices requiring multiple rental dates must use the rented facility only on the dates specified in the original contract. Make up dates will be scheduled only if and when the rental date is changed at the request of the Parish. Added or additional sessions require a new rental agreement and all payments must be made in advance of the new event(s).

B. Security Deposit

- A security deposit of \$250.00 is due and payable at the time a Rental Agreement is submitted.
- The security deposit will be refunded within 14 days after the event providing there are no damages or additional fees. St. Bernadette Parish reserves the right to bill and be paid by the renter for any damages not covered by the security deposit and/or to access additional maintenance fees contingent on the state of the facilities at the conclusion of the event.

C. Maintenance Services

- Under normal circumstances, there will no maintenance fees for athletic practices and regular meetings that require no set up or ongoing support maintenance.
- For special events, St. Bernadette Parish will provide one custodial person to be available two hours prior to an event for set-up and preparation, the hours of the event to provide custodial services and two hours after the event to assist in the clean-up and tear down.
- Maintenance fees are in addition to rental costs.
- Some events may require additional staff depending on the size and nature of the event.

D. Police Officer(s)

- Off-duty police officers are required at any event when alcohol will be served, when traffic and/or parking are an issue and/or at any event when considered necessary by the parish rental agent.
- Police officers are contracted by St. Bernadette Parish to protect the interests of The parish as well as the safety and welfare of all parties involved.

- One officer is required for an event with 100 or less in attendance. Two officers are required for an event with 101 or 200 people in attendance. If the projected attendance is over 200 participants, may require additional officers. If the estimated the attendance is over 200 participants, the Parish may require additional officers.
- Police officer fees are in addition to rental costs.
- Police officers have the sole authority to terminate an event if and when he/she feels the actions, behaviors, level and tone of an event exceed acceptable limits and/or violate federal, state, or local laws.
- In the event that an event is terminated all security money will be forfeited.

E. Insurance Requirements

- Special event liability insurance is required for all special events that are not directly sponsored by St. Bernadette Parish, St. John XXIII School or their associated ministries and programs.
- Groups or organizations may provide proof of insurance through a “Certificate of Insurance” naming St. Bernadette Parish as additional insured.
- Individual renters may purchase a one-time liability insurance policy through Catholic Mutual Insurance Group. Insurance coverage must provide \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event.
- Insurance fees are in addition to rental costs.

F. Parking and Facility Requirements

- Parking is available on the St. Bernadette Parish property on the day of the event.
- Handicapped zone regulations shall be observed at all times.
- No driving or parking is permitted on sidewalks.
- No parking is permitted in the fire lanes, or posted areas.
- St. Bernadette Parish is a non-smoking facility.
- Renters may not restrict St. Bernadette Parish staff, clergy, or its representatives from the premises at any time before, during or after an event.
- Renters accept the premises in its condition at the time and date of the rental subject to all defects therein, whether concealed or otherwise, whether known to St. Bernadette Parish or not.
- No equipment or furnishings belonging to St. Bernadette Parish are to be removed from any facility at any time.
- Some equipment may be available for use upon request and at additional cost.
- St. Bernadette Parish IS NOT RESPONSIBLE for lost, stolen or damaged items.

G. Alcoholic Beverages

- Use of alcoholic beverages must be disclosed at the time the request for facility use is made and must comply with all local, state and federal laws. Alcoholic beverages are prohibited when the event is in honor of a minor, including but not limited to birthdays, Quinceaneras and graduations.
- Under no circumstances shall alcoholic beverages be served in or around the Church building or other sacred spaces.

- All alcoholic beverages must be served by a bar tender/caterer/company who carries liability insurance.
- In the event that a minor is observed consuming alcohol at an event, at the discretion of the police officer, the event will be terminated immediately and the renter will forfeit their security deposit.
- Police officers will impose any applicable actions or fines associated with alcohol abuse.

H. Decorations

- All decorations must be approved in advance of the event.
- Renters are to remove all decorations at the end of an event.
- No items such as rice, confetti or bird seed may be thrown or propelled into a building or outside spaces.
- All tables are to be covered throughout the event.
- Electric cords or extension cords are to be secured to the floor with duct tape.

I. Applicable Laws

- All guests are to conform to a basic sense of decorum and values consistent with The use of Church property and basic community moral standards.
- The renter agrees to comply with all laws, ordinances, and rules of St. Bernadette Parish, The Diocese of Phoenix, the City of Phoenix, the State of Arizona, and the United States. This includes but is not limited to:
 - i. Illegal drugs
 - ii. Controlled substances
 - iii. Weapons
 - iv. Fireworks
 - v. Highly flammable materials

J. Guest Liability

- Renter assumes full responsibility for the conduct of their staff, guests, volunteers and vendors involved in the contracted event.
- Renters and guests are restricted to the facility rented.
- Except to the extent caused by the willful conduct of St. Bernadette Parish, the Diocese of Phoenix, its employees or agents, Renter shall defend, indemnify and hold St. Bernadette Parish harmless for, from and against any and all claims, liabilities, suits, losses, damages, costs and expenses, including without limitation attorneys' fees (collectively "Claims"), arising from Renter's use of the Premises. Renter shall further defend, indemnify and hold St. Bernadette Parish and the Diocese of Phoenix harmless for, from and against any and all Claims arising from any breach or default under the terms of this Agreement by Renter, or arising from any negligence or willful conduct of Renter, its agents, employees, invitees or guests. Renter hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises from any cause and waives all claims in respect thereof against St. Bernadette Parish and the Diocese of Phoenix, unless caused by the willful conduct of St. Bernadette Parish and Diocese of Phoenix, its agents or employee

K. Safe Environment & Supervision requirements

- All events with unattended minors in attendance must have on file completed Medical Release and Permission to Participate forms on each minor. Forms may be obtained from the Parish or the group may use their own forms provided all the needed information and parent/guardian signature are included.
- Two current Diocesan Safe Environment certified adults must be in attendance at all times when unattended minors are participating in an event. For events, practices and games with 20 or less minors, two adults may provide the needed supervisor. Additional Safe Environment certified adults are required for larger groups.

Number of minors	Number of Safe Environment adults
1-20	2
21-30	3
31-40	4
41-50	5
51-60	6
61-70	7
71-80	8

L. Additional Responsibilities

- Waiver of any provisions of this agreement, or breach thereof by the Parish, shall not constitute a waiver of any other terms, conditions, or covenant provided herein.
- Should St. Bernadette Parish and the Renter agree to terms other than stated herein, that agreement will be so written, signed by both parties and attached to this agreement.

The Renter has read the above, agrees to the foregoing Terms and Conditions for Use, and fully Understands his/her obligations.

Renter

Date

Parish Representative

Date

FACILITIES RENTAL ATTACHMENT "A"
PAYMENT TERMS

<u>Facility:</u>	<u>Fees</u>		
<u>Facility</u>	<u>Rental Fee</u>	<u>Maintenance Fee</u>	<u>Other related fees</u>
_____ Church	\$ _____	\$ _____	\$ _____
_____ Parish Center/Hall	\$ _____	\$ _____	\$ _____
_____ Gym	\$ _____	\$ _____	\$ _____
_____ Other	\$ _____	\$ _____	\$ _____

All charges include a \$250.00 security deposit, which shall be held pursuant to the terms of the Facility Use Agreement, and refunded within ten (10) days after the event has taken place, provided the terms of this Agreement have been met and there are no repair costs or other fees that have been assessed as a result of the use.

All charges include a \$250.00 Initial Rental Deposit, which is required in order to reserve the facility on the date of the event. DATE PAID: _____

TOTAL DUE 30 days prior to event: \$ _____

TERMS

In order to hold the above date, FACILITY USER shall pay PARISH an initial deposit equal to Two Hundred Fifty Dollars (\$250.00). On a date that is no later than thirty (30) days prior to the date of the proposed use, FACILITY USER shall pay PARISH the entire remaining amount of the Rental Fee owed to PARISH. In the event that FACILITY USER does not pay PARISH the entire remaining amount of the Rental Fee on or before 30 days prior to the date of the proposed use, PARISH shall have the right, in its sole discretion, to cancel the Facility Use Agreement. In the event that PARISH cancels this Agreement, the initial deposit will not be refunded.

All fees, including the initial deposit, shall be paid in the form of a check, cashier's check, or money order, made payable to *St. Bernadette Catholic Church*.

If this Facility Use Agreement is cancelled by FACILITY USER for any reason more than 3 months prior to the actual rental date, the entire amount of the initial deposit will be refunded to FACILITY USER. If this Facility Use Agreement is cancelled by FACILITY USER for any reason between 1 and 3 months prior to the actual rental date, one-half of the initial deposit will be refunded to FACILITY USER. If this Facility Use Agreement is cancelled by FACILITY USER for any reason within 1 month of the actual rental date, the entire initial deposit will not be refunded. If this Facility Use Agreement is cancelled by FACILITY USER for any reason within two weeks of the actual rental date, the entire initial deposit and one-half of the Rental Fee then paid will not be refunded.

If the rented facility is not available and/or useable for the scheduled event because of any circumstances beyond the PARISH'S control (storm, fire, loss of electricity, etc.) the PARISH will refund the monies paid by the FACILITY USER but is not responsible for any other payment or compensation to the FACILITY USER

Renter

Date

Parish Representative

Date

FACILITIES RENTAL ATTACHMENT "B"
INDEMNITY AGREEMENT
(For Use of Facilities and For Outside Events)

INSTRUCTIONS

The Indemnity Agreement must be used when outside individuals or groups who are not parish-sponsored request to use parish facilities on a short-term basis such as for one day or for several hours. The following are examples of outside groups or individuals that should sign the Indemnity Agreement:

1. Boy Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. Families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties, quinceaneras or other similar activities.
3. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is not parish-sponsored.

The Indemnity Agreement requires that the facility user provide the parish with a certificate of insurance documenting general liability insurance coverage in the amount of \$2,000,000 per occurrence. This certificate of insurance must name St. Bernadette Catholic Church and the Diocese of Phoenix as additional insureds under the policy.

It is often asked what criteria an organization must meet to be deemed "parish-sponsored" (such as the Parish Finance Council, for example). In the event of an insurance claim involving a non-parish sponsored activity, the following questions would be asked to determine if a group was parish sponsored and thus eligible for insurance coverage under the parish's (and the Diocese's) insurance policy:

1. Did the parish have full control over the group or function?
2. Did any costs or income associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning for parishioners, to raise revenue for the parish or to provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, if a group is unable to answer all of the above five questions in the affirmative, it is not parish-sponsored. Accordingly, that group must sign the Indemnity Agreement and must supply the parish with the necessary insurance documentation. (In lieu of signing this Indemnity Agreement, a parishioner or non-parishioner family can always purchase "special event" liability coverage from Catholic Mutual through this parish.)

St. Bernadette Catholic Church
Scottsdale, Arizona
FACILITIES RENTAL ATTACHMENT "B"
INDEMNITY AGREEMENT
(For Use of Facilities and For Outside Events)

PARISH: St. Bernadette_Catholic Church
FACILITY USER: _____
DATE(S) OF PROPOSED FACILITY USAGE: _____
TYPE OF FACILITY USAGE: _____

The above-named FACILITY USER hereby agrees to defend, protect, indemnify and hold St. Bernadette Catholic Church ("PARISH") and the Diocese of Phoenix ("DIOCESE") harmless against and from any and all claims arising from the negligence or fault of 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 hereby agrees to provide a certificate of insurance to the PARISH, which shall provide evidence of general liability coverage of not less than two million dollars (\$2,000,000) per occurrence. FACILITY USER also agrees to have PARISH and DIOCESE named as "Additional Insureds" on its general liability policy for the DATE(S) OF FACILITY USAGE for any claims which arise out of FACILITY USER'S operations or for any claims that may be brought against PARISH OR DIOCESE by any employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates of FACILITY USER. FACILITY USER's insurance policy will be primary in the event of a covered claim or cause of action against PARISH or DIOCESE.

If FACILITY USER fails to provide insurance coverage or fails to name PARISH OR DIOCESE as an additional insured under FACILITY USER's insurance policy, then FACILITY USER agrees to protect, defend, hold harmless and fully indemnify PARISH and DIOCESE 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 PARISH or DIOCESE by FACILITY USER or any of 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 PARISH or DIOCESE, or their 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 authorized agent of FACILITY USER)

NAME (Please print):

DATE:
