

St. John's Episcopal-Lutheran Church
202 W Grant Avenue, Williams, AZ 86046

Phone: (928) 635-2781 and E-mail info@stjohnswilliamsaz.org

FACILITIES RENTAL AGREEMENT

Canon III.9.5.a.2: "For the purposes of the office and for the full and free discharge of all functions and duties pertaining thereto, the Rector shall, at all times, be entitled to the use and control of the church and parish buildings with the appurtenances and furniture thereof."

No group which is in conflict with the basic purposes of the Church will be approved for facilities usage.

This agreement is made this _____ day of _____, 20____ by and between the St. John's Episcopal-Lutheran Church (St. John's) and _____ ("User")

- 1. PREMISES & RATES:** Subject to the rights herein granted to St. John's to cancel this Agreement, St. John's hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") located on St. John's premises, at the time and date (s) and for the purpose(s) indicated at the following rates.

Purpose: _____

Walker Hall Rental:

Date: _____ Time: _____ Total hours _____ @ _____ per hour = _____

Walker Hall and Kitchen Rental:

Date: _____ Time: _____ Total hours _____ @ _____ per hour = _____

- 2. PAYMENTS:** Unless otherwise provided, payment in full is required with the return of this agreement for events within _____ days from the date of the contract. For events with dates more than _____ days from the date of the agreement a deposit of 50% \$ _____ is required with the return of this agreement to confirm the event date. Also

due with the return of the agreement contract is evidence of insurance coverage. The balance of the total cost will be due in full thirty (30) days prior to the event.

SPECIAL PROVISION:

Key # _____ **Given to** _____

- 3. USE RESTRICTIONS:** The following restrictions shall apply to the User's use of the Facilities:
- A. All use of the Facilities shall be only for the purpose stated, and shall terminate no later than the time herein stated, and the Facilities shall be vacated by all persons using the same at or before such time. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental agreement, Section 1 hereof. User will pay additional sums, based upon the rate in Section 1 hereof, if User does not vacate the Facilities within rental period.
 - B. No smoking is allowed in the Facilities. Smoking is allowed outside provided that it is no less than 20 feet from any entrance to the Facilities.
 - C. No alcoholic beverages are permitted on the Facilities without written permission of St. John's; copies of city required licensing and insurance must be provided for permission to be considered.
 - D. User specifically agrees not to nail, tape or screw anything to the floor or walls or ceiling of Facility and shall be responsible for any and all damage to the Facility and to St. John's personal property therein, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise.
 - E. User agrees to leave the Facilities in the same condition as existed on the date that possession thereof commenced which includes but is not limited to:
 - Return of all furniture and fixtures to their original positions
 - Turn off lights and fans, return thermostats to original positions
 - Lock all doors and windows
 - Removal of all trash generated by the event
 - Removal of all User's furniture and equipment, beverages, food, utensils, etc.

Failure to comply with scheduled cleanup will result in a cleaning charge of \$100. User may store no items at the Facility. St. John's shall have the right to cause any property left at the Facility to be removed at the expense of the User.

- F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments applicable to User's use of the Facilities.
- G. User is responsible for the safety and good order of all equipment and other property owned by St. John's and is liable for said equipment and other property if it is lost, stolen,

damaged or misplaced by User's agents or the attendants at User's event whether or not invited.

H. St. John's assumes no responsibility for equipment supplied by User or another party.

4. INSURANCE

Proof of liability and property damage insurance are required and due four (4) weeks prior to your event. You can mail the certificate of insurance to the address on page 1 of this agreement to the attention of "St. John's Senior/Junior Wardens".

Levels of Insurance Required

- 1) Property Damage Insurance should not be less than \$100,000 per occurrence
- 2) Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate
- 3) Auto Liability Insurance of \$1,000,000 combined single limit (for vendors)
- 4) Workers compensation plus \$1,000,000 minimum employer's liability limit (for vendors)

In lieu of insurance policy, User assumes full responsibility and liability for any and all damages to the Facilities on St. John's premises and the surrounding site.

In addition, User agrees to indemnify and hold harmless St. John's, its officers, staff and the Episcopal Diocese of Arizona from any and all claims, actions, suits, costs, damages and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct or omissions of User, and User's guests, invitees, agents and sub-contractors.

All injuries, damages and problems must be reported immediately to Kristine Vasquez (928) 863-2467, Deb Noel (928) 225-5912 or email info@stjohnwilliamsaz.org

5. OTHER CONCERNS

User will provide St. John's Junior Warden with all copy and all forms of advertising, marketing or publicity in which St. John's name is used, for review by St. John's prior to dissemination.

The User understands and agrees that no partnership or formal relationship exists between the User and St. John's in respect to any event or use of the Facility by the User, and this shall not be implied in any way by the User in its promotional materials, and agrees to indemnify and hold St. John's harmless from and against any claims to the contrary.

6. CANCELLATION

For ongoing use, preliminary approval will provide for a trial period of _____ During that period, either St. John's or the User may request alteration or termination of the agreement. After the trial period has elapsed and final approval is given, St. John's may

terminate this agreement, in its discretion, up to sixty (60) days prior to the User's event. After sixty (60) days, St. John's may terminate this agreement only for good cause and upon such termination and absent any default by User, all deposits shall be refunded to User.

For single use events, St. John's may terminate this agreement, in its sole discretion, up to sixty (60) days prior to the User's event. After sixty (60) days, St. John's may terminate this agreement only for good cause and upon such termination and absent any default by User, all deposits shall be refunded to User.

User may terminate this agreement at any time prior to fifteen (15) days in advance of the User's event, in which case User shall be entitled to a refund of all deposits and fees.

7. DEFAULT

If User shall at any time be in default under the terms of this agreement, St. John's shall have the right to terminate this agreement forthwith, whereupon User shall vacate the Facilities immediately and User shall have no right to receive any refund of any deposits or fees.

8. NOTICES

All notices to St. John's shall be deemed to have been adequately and timely given when received in writing by email to the Senior Warden and the Junior Warden at info@stjohnswilliamsaz.org

9. MISCELLANEOUS

This agreement constitutes an understanding between the parties hereto and shall not be modified except by written instrument signed by both parties. This agreement shall be construed, interpreted and enforced according to the laws of the State of Arizona. The officer or representative of User executing this agreement certifies that he or she has been duly authorized to enter into this agreement on behalf of User and that neither the execution of and delivery of this agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year signed below:

USER _____

Name _____ Title _____ Date _____

ST. JOHN'S EPISCOPAL-LUTHERAN CHURCH

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____