

**Immaculate Heart of Mary Church
Groom, TX
Facility Rental Form/User Guidelines**



All organizations or individuals requesting a room for a meeting or event must fill out a Facility Usage/Rental form. Large functions, such as parish and organizational functions, weddings, anniversary and birthday celebrations may be scheduled more than a month in advance of the date the hall is needed. Other events must be scheduled no more than one month in advance. Fees and Deposits for rentals are due once your date and space has been approved and placed on the master calendar, or one month before larger events which have been on the schedule for longer amounts of time.

**Return the completed forms to the Parish Office at
411 Ware St.
Groom, TX**

**Or return by mail to
P.O. Box 130
Groom, TX 79039**

**Or fax to
806-248-7584**

Guidelines for Special Events Coverage

Please note: When the word “parish” is used, it includes the parish, school, and/or other church institution.

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism, which allows the Diocese of Amarillo to extend liability coverage to an individual or organization using parish facilities for a non-parish sponsored event. For a cost of \$100 per event, \$1,000,000 in liability coverage per event, is extended to a non-parish sponsored facility user (lessee).

WHEN SHOULD SPECIAL EVENTS COVERAGE BE UTILIZED?

Special Events Coverage can be used when a parish is allowing an individual or organization to use its facilities for a non-parish sponsored activity. When determining whether or not an activity is parish sponsored, the following questions are helpful.

1. Does the parish have full control or final decision making authority over the function?
2. Do fees associated with the function flow through parish accounts?
3. If applicable, is the function open to all parish members?
4. Is the purpose of the function to facilitate learning, raise funds for the parish or to provide a social service on behalf of the parish?
5. Is the organizer or leader of the function a parish employee or volunteer?

Generally, if the answer to any of the above questions is “no”, the activity is not parish sponsored, meaning the facility user needs to provide liability insurance which names your parish and the Diocese of Amarillo as “additional insured.”

NON-PARISH SPONSORED OPTIONS:

When it is determined that an activity is non-parish sponsored, there are two options.

OPTION 1-

The Facility Usage/Indemnity Agreement may be completed by the organization using parish facilities. This agreement requires a CERTIFICATE OF COVERAGE verifying lessee's general liability insurance of not less than \$1,000,000 per occurrence. The certificate must name Parish and the Diocese of Amarillo as "additional insured." The original certificate must be delivered to the Parish office prior to the event or when the Parish office requests the CERTIFICATE OF COVERAGE.

OPTION 2-

Special Events Insurance Coverage can be purchased through the Parish office which will cover the individual or organization holding the activity. The host will complete and turn APPLICATION FOR SPECIAL EVENTS COVERAGE and premium payment into the Parish office prior to the event or when the Parish office requests application and premium. Cost for the insurance is \$100 per event.

WHO IS ELIGIBLE FOR SPECIAL EVENT COVERAGE?

Special Events Coverage is designed for dioceses and parishes and can be extended to individuals and/or organizations (either profit or non-profit). Many individuals need this coverage for events such as private wedding receptions or family reunions. Non-profit organizations such as a charity organization may need the coverage for a pancake breakfast. A for profit organization such as a local business may need the coverage for an employee Christmas party held on parish properties.

WHAT IS COVERED BY SPECIAL EVENTS COVERAGE?

Below is a brief explanation of what is covered by Special Events Coverage along with some items that are excluded. Please note that the actual coverage form must be examined for an exhaustive explanation of what is covered and excluded.

- Most non-parish sponsored activities are covered by Special Events Coverage. Common examples are wedding receptions, family reunions, anniversary parties, awards banquets and fundraisers.

- \$1,000,000 general liability coverage per event

- Host Liquor Liability coverage is included. Current diocesan policy only allows hosts to serve beer and/or wine on diocesan properties.

- There is no Liquor Liability if the beer and/or wine are sold at the event. If beer and/or wine are going to be sold, the host must have a current TEXAS LIQUOR LICENSE and a minimum of \$1,000,000 Liquor Liability. Host must present a CERTIFICATE OF COVERAGE for their Liquor Liability coverage naming the parish and the diocese as “additional insured” and a copy of their TEXAS LIQUOR LICENSE to the Parish office prior to the event or when the Parish office requests CERTIFICATE OF COVERAGE and TEXAS LIQUOR LICENSE.

- “Some” types of events not covered by SPECIAL EVENTS COVERAGE are:

- Any event where alcoholic beverages are being sold

- Any event lasting longer than 72 hours

- Fireworks

- Events involving more than 1,000 people

- Events where admission is charged unless all proceeds go to charity

- Events involving amusement devices or trampolines

- Carnivals and/or haunted houses

- Any event organized or run by a professional promoter

- Sporting events including camps and tournaments

- Events involving pool or lake activities

- Events involving recreational vehicles

- Events involving air craft/hot air balloons, snowmobiles, animals, and/or rodeos

Rental Indemnity Agreement
IMMACULATE HEART OF MARY CHURCH
411 Ware St.
Groom TX 79039

In consideration of the acceptance of this Agreement for the use or rental of facilities, I, intending to be legally bound, hereby for myself, my heirs, and administrators, waive and release any and all rights and claims for damages I may have against Immaculate Heart of Mary, it's Pastor, representatives, agents, employees and all other persons acting therefore from any and all damages which may be sustained and suffered by me, or any guests in connection with this event and which may arise out of traveling to, during, or returning from the event and further agree to Indemnify the Diocese of Amarillo, and Immaculate Heart of Mary Church, its Pastor, representatives, agents, employees, and all other persons acting therefore from any and all claims, damages, liabilities, or suits including the cost of litigation and counsel fees arising from my use of the facilities or traveling to or from the event by me or any guests.

Binding Arbitration. In consideration or the timely and cost effective resolutions and controversies between parties, all such controversies regarding this agreement or the rights of the parties hereto, shall be submitted to arbitration, before the American Arbitration Association. The parties agree to waive their rights to a jury trial, punitive damages, attorney's fees, cost, or expenses as a result of this agreement or the actions or any party hereto. In the event litigation is necessary to seek ratification or enforcement or the arbitrator's award, the parties agree that venue lies in Carson County, Texas and the parties waive their right to a jury for any claims or counterclaims. This arbitration clause shall survive the termination or the breach of the agreement. If any provision or the Arbitration Clause is held invalid, that invalidity shall not affect other provisions of this Arbitration Clause.

Renter's Signature

Date

Date of Event

The following individuals, groups or organizations are eligible to use the Parish hall. Prior approval must be obtained from the parish representative who is in charge of reserving the hall or pastor. Reservations for dates and events should be given well in advance to avoid any schedule conflicts.

Parishioners

Priority is as follows:

1. Parish functions
2. Parish Organizations. The organization that makes the request first is top priority.
3. Fund Raising. Parish organizations are the only ones that can use the hall for a fund raiser.
4. Any adult (18 years or older) parish member may use the hall for family oriented affairs.

Fees:

\$300	Parish Hall/Kitchen
\$25	Per each Classroom
\$100	Required Diocesan Liability Insurance Policy

A refundable cleaning/key deposit is required that is **equal to the rental amount.** This deposit will be returned upon inspection of the rented facilities and keys are returned.

Non-parishioners may use the hall for the following circumstances:

1. Weddings
2. Funerals
3. Groom School Functions
4. Civic Organizations
5. Family Functions
6. Other

If a circumstance merits special consideration, the request will be submitted to the Parish Council. The Parish Council's decision will be final and may include any additional conditions that seem necessary.

Fees:

\$_____ Parish Hall/Kitchen

\$_____ Per each Classroom

\$100 Required Diocesan Liability Insurance Policy

A refundable cleaning/key deposit is required that is **equal to the rental amount.** This deposit will be returned upon inspection of the rented facilities and keys are returned.

Fees may be negotiable when approved by the Parish Council.

Application / Contract for Parish Facility Use

Immaculate Heart of Mary Catholic Church - 411 Ware St. - Groom, TX 79039

Event/Purpose _____

Event Date _____

Days of Event - Sun Mon Tues Wed Thu Fri Sat (Circle days needed)

Event Start Time _____ AM/PM *End Time _____ AM/PM

*Evening events, including **CLEAN-UP**, must be completed **NO LATER** than 1:00 AM, unless prior arrangements have been made.

Requested Space(s):

Church _____ Hall _____ Kitchen _____ Adult Classroom _____

Library _____ Classroom _____ - number of classrooms needed _____

Audio/Visual needs: Sound system _____ TVs _____ DVD player _____ Other _____

Anticipated number of attendance _____

Will there be alcohol at your event? YES / NO

Will you require additional time for setting up and taking down? YES / NO

Contact Person _____

For wedding receptions, contact person should be someone other than the Bride or Groom

Contact Number _____ (home) _____ (cell)

Contact Address _____

City

State

Zip Code

Kitchen Items and Audio/Visual Equipment may **NOT** be used **WITHOUT** a prior request on this form. Caterers may **NOT** have access to kitchen equipment and utensils.

Fees & Policy Overview

Rental Fees:	Parishioner	Non-Parishioner
Parish Hall	_____ \$300	_____ \$ _____
Classroom (per classroom)	_____ \$25	_____ \$ _____
Rental Fee(s) Total		\$ _____

Check #1 Payable to: Immaculate Heart of Mary Catholic Church (NON-REFUNDABLE)

Rental Fee + \$100 (required insurance policy) = \$ _____
pd. _____

Check #2 Refundable Cleaning/Key Deposit = \$ _____
Equal to rental amount pd. _____

ALL FEES AND DEPOSITS ARE DUE AT THE TIME YOUR EVENT IS BOOKED, OR ONE MONTH PRIOR TO THE EVENT

It is fully understood that the occupied area will be returned back to its original state, unless otherwise directed, as before the event occurred. This includes the placement of tables and chairs, as well as the cleanliness of the scheduled area. Any damages and/or needed repairs resulting from the event beyond the scope of normal/expected use will be the responsibility of the renter/user, as well. The decisions of the pastor and parish representative are final.

I have read and received a copy of the policies governing the use of the facilities of Immaculate Heart of Mary Parish, Groom, Tx _____

Renter

Parish Representative

I will be responsible for the proper use and clean-up of the parish facilities

Date Renter/Responsible Party

Office Use Only

Deposit returned: Yes / No* Keys returned: Yes / No

Initial in boxes

Closing / _____ Parish Representative

Final Inspection _____ Parish Representative

* if no is circled, see back for explanation

Immaculate Heart of Mary Parish, Groom, TX

This policy covers the use of all Parish Facilities, for all approved events, for any individual, group or organization.

1. Approval for use of Parish Facilities must be obtained by the Pastor or the representative in charge of the hall.
 - a. So that he/she can coordinate the use of the hall to avoid scheduling conflicts.
 - b. So he/she will have on record who is assuming the responsibility for the hall.
 - c. So he/she who is assuming responsibility can fill out contracts and be informed of all equipment and items available for the event.
 - d. So he/she can explain the conditions for using the hall and collect rental fees when required.
2. It is preferred that only furniture belonging to Immaculate Heart of Mary Church, be used in the church hall. If outside furniture is required, permission must be obtained from the Parish Council or Pastor.
3. Each group or individual who uses the hall is responsible for the cleaning of the building, the equipment, grounds/parking lots, and removal of all trash. If any furniture has been moved or relocated, it must be put back in the original location. If any cleaning is left undone, the renter will forfeit the return of the cleaning deposit so that cleaning may be contracted by the parish.
4. All damages or loss of equipment must be reported. The renter is responsible for the cost of damages and repairs which will be contracted by the parish.
5. Immaculate Heart of Mary Parish reserves the right to refuse the use of the facilities and may cancel the contract within 24 hours of the scheduled event, if an emergency arises.
6. If the renter fails to cancel at least one week prior to the scheduled event, the deposit is forfeited. Emergency situations will always be considered.

Rules, Restrictions, and Guidelines for facility use:

1. **NO** smoking in the building.
2. No food or drinks are to be taken into carpeted areas.
3. Renters will provide their own paper goods. If an emergency arises and paper goods are used, the renter needs to replace the items used.
4. If the kitchen is to be used, items which are needed must be checked out by the parish representative. A checklist will be provided of items to be used and returned. Caterers are to provide their own equipment (i.e., pots, pans, dishes, utensils, etc.)
5. If alcohol is served, there should be proper supervision and considerations taken for anyone who is consuming it, especially when minors are present. Professional bartenders are recommended. Bartenders must comply with all the Texas ATF rules and regulations. **"Special Event" insurance is REQUIRED for ALL NON-PARISH EVENTS whether alcohol is present or not.** The application and payment for coverage may be submitted online through K&K insurance at:
<https://www.kandkinsurance.com/sites/Tulip/pages/Catholic-Diocese-Tulip-Program.aspx>

6. No baseballs or any other hard sports objects may be used within the building. There must be adult supervision when anyone, other than adults, is using the building.
7. No music will be played after midnight.
8. When leaving the building after the scheduled event, air conditioning and heating must be turned to the required temperature settings, all lights must be turned off, and doors must be securely locked; All activity must end by 1:00 a.m. Persons renting the facility will vacate the facility at the stated time.
9. The keys to the facility may be picked up from the pastor or church representative on the day of the event and shall be returned the following day. No deposit will be returned unless all keys have been returned. Saturday and Sunday events may pick up keys on Friday, by 3:00 p.m. and have them returned by 12:00 p.m. on Monday.
10. In the case of weddings, a person other than the bride or groom must be designated as the responsible person, and that person is responsible for compliance with all rules. The responsible party should be in attendance of the event at all times.
11. No nails, tacks, or tape are to be used on the walls, ceiling, or floor.
12. When cleaning the hall, care is to be taken to use approved products and tools as directed by the parish representative in order to prevent damage to surfaces of walls, floors, and countertops.
13. No subleasing to other parties.
14. Any individual parishioner may use equipment from the hall for private use only; however, approval must be obtained first from the parish representative or the pastor.
15. The sound system and audio/visual equipment in the parish hall may be used only if prior consent has been obtained and proper instruction for use has been given. Once permission has been given and instruction obtained, should any problems arise regarding the use of the equipment, renters are asked to not start tampering, pushing unknown buttons, unplugging cables, etc., trying to fix the problem. Usually this will only make problems worse. A representative of the church who has experience with the equipment should be called upon, if possible.
16. Cleaning deposit will only be returned when the pastor or church representative have thoroughly inspected and approved the cleaning of all areas of the facility, including rented areas, halls, and restrooms. The decision of the pastor or church representative will be honored.

Failure to follow any of these guidelines may be grounds for forfeiture of the deposit and denial of the right to rent the facility in the future. The parish council of Immaculate Heart of Mary Catholic Church, Groom, TX reserves the right to make changes to this contract as well as make other arrangements with renting parties, at their discretion.

It is not the intention of the Parish of Immaculate Heart of Mary, Groom, to make the rental process of our Parish hall difficult or unpleasant. Rather, to ensure the future of our hall for many years to come. By following this set of guidelines, we can make sure our church family, both present and future, will have a place to gather, study our faith, and celebrate life's special moments together.

**Rental Checklist for Facilities
Immaculate Heart of Mary Catholic Church
Groom, TX**

- _____ 1. I have scheduled event with the Parish to make sure my desired date is available.
- _____ 2. I (we) agree that the signing of this contract is for no more than a 24 hour period, beginning at 9:00 a.m. on the day of the rental, and ending at 8:59 a.m. the following day, unless prior arrangements have been made.
- _____ 3. I (we) understand that the deposit will be refunded within 72 hours after the end of rental time, provided there are no damages or losses, keys have been returned and all cleaning guidelines have been adhered to.
- _____ 4. I (we) agree that the representative of Immaculate Heart of Mary Parish has the right to make the appropriate decisions regarding the deposit refund amount, in case of damages or negligence.
- _____ 5. I (we) have walked through the facilities being rented with the Parish Representative to inspect the areas being rented, check out items from the kitchen which will be used, to see where cleaning supplies are kept, and other instructions pertaining to the building I (we) also understand that the parish representative will walk through the facility following the event to determine if cleaning guidelines have been followed. I (we) may accompany the representative during this walk through. I (we) understand that the decision made by the representative, concerning the refund of deposits, will be final.
- _____ 6. I (we) understand that all keys to the building must be returned and that the building must be left in the same condition it was in upon rental.
- _____ 7. I (we) have received, read, and understand the Guidelines set forth by the Parish Council of Immaculate Heart of Mary Parish, and agree to abide to them.
- _____ 8. I (we) have read the "Special Events Coverage" contract and have filled out the necessary paperwork, in accordance to the rules of the Diocese of Amarillo.
- _____ 9. I (we) understand that deposits and rental fees are due upon application, or one month prior to the event date, and that no keys will be checked out to us unless these payments have been made.
- _____ 10. I (we) release Immaculate Heart of Mary Catholic Church, Groom, TX from any liability and have read and signed the Rental Indemnity agreement.

I have received, read, and understand the policies and guidelines governing the use of the facilities of Immaculate Heart of Mary Catholic Church, Groom, TX.

Signed by _____ date _____
(Renter)

Signed by _____ date _____
(Renter)

Signed by _____ date _____
(Parish representative)