

FACILITY USE AGREEMENT

Saint Francis of Assisi Catholic Church
7715 River Rd.
Townsend, TN 37882

This is an agreement between Saint Francis of Assisi Parish, Townsend, Tenn. (hereafter referred to as the PARISH") and _____ (hereafter referred to as "FACILITY USER") for the use of _____ (hereafter referred to as "THE FACILITY").

1. TERMS OF AGREEMENT

- 1.1. For \$ _____. ____ the PARISH agrees to allow the FACILITY USER the use of the Facility for the date(s) of _____ to _____ for the purposes of _____ (hereafter referred to as the "Event"). Usual fee requirements are as follows:
 - 1.1.1. Parishioner use of church--\$0.00,
 - 1.1.2. Non-parishioner use of the church--\$300,
 - 1.1.3. Parishioner use of Shea Hall--\$0.00,
 - 1.1.4. Non-parishioner use of Shea Hall--\$300,
 - 1.1.5. Parishioner use of the Parish Resource Center--\$0.00,
 - 1.1.6. Non-parishioner use of the Parish Resource Center--\$100.
- 1.2. All minors should be properly supervised at all times, to include times when they are outside the Facility and in the restrooms. The FACILITY USER shall be responsible for any vandalism by participants and/or their children. The FACILITY USER shall also ensure the protection of minors from sexual misconduct and/or child abuse in order to conform with the requirements adopted by the United States Conference of Catholic Bishops and Diocese of Knoxville on the protection of children from sexual abuse.
- 1.3. Any rules for Facility use, whether part of the application for Facility use or contained within a separate document, shall attach to this agreement and become binding upon the FACILITY USER. The FACILITY USER acknowledges that they have reviewed any rules of use for the Facility and agree to abide by said rules.
- 1.4. The FACILITY USER agrees that any violation of the Facility's rules of use; municipal, state or federal law or; the policies and procedures of the Diocese of Knoxville may lead to the termination of use of the Facility and subject the FACILITY USER to forfeit any monies in deposit as well as claims for damages as determined by the PARISH or the Diocese.
- 1.5. The serving of alcohol requires express, written consent from the Pastor of the PARISH. If the Pastor permits the serving of alcohol at the Event, relevant Tennessee law and policies of the Diocese of Knoxville must be observed. Only a professional bartender licensed by the State of Tennessee may dispense alcohol at the Event, doing so only modestly in both strength and frequency of the drinks, and the bartender must end all dispensation at least thirty (30) minutes before the Event ends. The FACILITY USER agrees to arrange with the Blount County Sheriff's Office (273-5000) for the presence of one security officer for every 100 guests during the time alcohol is served and consumed. If a guest appears intoxicated, the FACILITY USER agrees to provide the guest safe transportation away from the Event. The consumption of alcohol served at the Event may occur only within sight of the bartender, security officer or FACILITY USER.
- 1.6. It is agreed and understood that PARISH shall not be deemed liable if the Facility is required to be closed or if for any reason made unavailable for use subsequently resulting in the termination, cancellation or postponement of the Event. The reasons for such closure may include but are not limited to rescheduling of parish activities, weather, natural or manmade disaster or any acts of civil authorities. In the event of cancellation, the PARISH will promptly return any fees and deposits to the FACILITY USER.
- 1.7. In liturgical use of the church with a visiting minister (Catholic priest or deacon in good standing), FACILITY USER agrees to ensure that all present observe appropriate respect for the sacred nature of the church before, during and after the liturgical event, including, but not limited to, the observance of appropriate silence and the wearing of modest dress. Only the sacristan and liturgical ministers are permitted in the sanctuary at any time.

2. FACILITY AND EQUIPMENT USE

- 2.1. The FACILITY USER or the individual(s) assigned by FACILITY USER for the Event must be trained in the operation, of and recognize the hazards associated with the use of, the Facility and its related equipment.

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- 2.2. Prior to the occupation by the FACILITY USER for the Event, the Facility and related equipment will be examined by _____ or the PARISH.
- 2.3. The Facility and equipment must be restored to the PARISH in the condition it was received. The FACILITY USER is responsible for all reasonable repairs including parts and labor, should damage or malfunction or damage occur during the FACILITY USER's use or occupancy of the Facility.
- 2.4. FACILITIES USER agrees to insure that only professional caterers use the kitchen of Shea Hall, and that they comply with all relevant requirements of Catholic Mutual insurance company.
- 2.5. The FACILITY USER will be required to post a security deposit of \$_____. with the understanding that said security deposit shall be forfeited in the event of damages to or improper cleaning of the Facility. The surrender of the security deposit from the FACILITY USER to the PARISH does not limit the PARISH from seeking full compensation for damages to the Facility or cleaning of the Facility. Usual security deposit requirements are as follows:
 - 2.5.1. Parishioner use of church--\$0.00
 - 2.5.2. Non-parishioner use of church--\$200
 - 2.5.3. Parishioner use of Shea Hall--\$0.00
 - 2.5.4. Non-parishioner use of Shea Hall--\$200
 - 2.5.5. Parishioner use of the Parish Resource Center --\$0.00
 - 2.5.6. Non-parishioner use of the Parish Resource Center --\$100
- 2.6. FACILITY USER agrees to compensate parish staff and volunteers for any service they provide for the event at a rate mutually agreed upon in advance. For the purposes of the Event, parish staff and volunteers compensated by the FACILITY USER do not function on behalf of the PARISH.
- 2.7. Parking is permitted in designated areas only, and parking on the grass is not permitted. FACILITY USER agrees to enforce parking regulations of the PARISH during the Event.
- 2.8. The FACILITY USER is responsible for obtaining necessary keys or security codes, and agrees to return keys to the PARISH within 24 hours of the Event conclusion and not to reveal security codes to anyone.
- 2.9. Modest use of flowers is permitted as the sole form of decorating the FACILITY by the FACILITY USER. In the church, flowers may only be placed beneath the statues of the Blessed Mother and Saint Joseph, and on the sides of the pews if this can be done without damage to the pews and without inhibiting handicap accessibility. In Shea Hall, flowers may only be placed on the tabletops. FACILITY USER agrees to ensure this decoration policy is followed during the Event.
- 2.10. FACILITY USER agrees to ensure that professional photographers remove all their equipment entirely from the FACILITY before the Event ends as scheduled.

3. ADDITIONAL REQUIREMENTS

- 3.1. Any hazardous or medical waste generated in the Facility by the FACILITY USER will be properly disposed of by the FACILITY USER in accordance with any applicable Federal, State or Local regulations. The FACILITY USER is responsible for proper identification, segregation, and satellite storage of any waste generated by this activity. No hazardous waste shall be poured down drains, placed in trash receptacles or poured into the river.
- 3.2. Each individual using the Facility shall wear proper personal protective equipment to handle any hazardous chemicals (including but not limited to cleaning products).
- 3.3. Weddings and funerals must comply with the Parish Wedding Policy or the Parish Funeral Policy, available upon request.

FACILITY USER printed name: _____

FACILITY USER signature: _____

Date: _____ / _____ / _____

Pastor signature: _____ Date: _____ / _____ / _____

Updated/Revised/Current as of August 6, 2018