

**St. Stephen's Episcopal Church
Facility Use Agreement and Release Form**

St. Stephen's Episcopal Church (the "Church") and School (the "School") is a multiuse facility available for Church and School activities, parishioners, and School families, as well as individuals and groups. The following agreement (the "Agreement") outlines the responsibilities of the Church and the User.

Contact Information:

Name of the Organization (the Users)

Responsible Person: _____

Address (of responsible person or entity):

Phone: _____

Email: _____

Room requested: _____

Expected # of occupants: _____

Room assigned _____ (the Premises)

Fees

1. The fees for the use of facilities can be obtained from the Church Receptionist.
2. Not-for-profit groups may have a 10% discount and may petition the Rector for a further reduction of fees in special circumstances. Petition must be made 30 days in advance of event and include proof of not-for-profit status satisfactory to the Rector.
3. Credit card payments will incur an additional 3% processing fee.
4. An additional clean-up fee (\$35/hour) will be assessed to groups with a rental period of four hours or more.
5. Agreed fee: _____
6. Checks will be written, Pay to the Order of: **St. Stephen's Episcopal Church**

Deposits, Cancellations and Refund Policy

1. All fees to reserve space are due at the time of reservation. The Church will not guarantee any reservation until these fees are received in full.

2. If the reservation is cancelled by mutual consent within 48 hours of the time of the scheduled event, the Church will provide a full refund of the deposit. Otherwise, the following refund schedule applies in the event of cancellation:

- A 90% refund will be made to any User which cancels the reservation contract within 14 or more calendar days of the date of the scheduled reservation.
- A 75% refund will be made if the reservation is cancelled within 7 calendar days of the scheduled reservation.
- A 50% refund will be made if the reservation is cancelled within 2 calendar days of the scheduled reservation.
- All deposits will be forfeited to the Church if none of the above cancellation deadlines are met.

Scheduling

1. Availability of facilities is coordinated through the Church Receptionist. Please cancel or modify your reservation with the Church Receptionist as soon as possible to allow efficient use of the facilities.
2. Please schedule your time to include set-up and tear-down as the Church may schedule one event immediately before or after your event.
3. The Church reserves the right to relocate a meeting due to scheduling conflicts. Every effort will be made to make certain all groups have adequate facilities.
4. Approved date(s) and time(s): _____

User Responsibilities

1. The user has read and agrees to abide by the Church's "Facilities Use Guidelines," which are incorporated here by reference.
2. All Church facilities and walkways are non-smoking. Users must not allow smoking at the Art Gallery next to the Havens Center.
3. The User can move the furniture to accommodate their event and the user will return the furniture to the original position afterwards.
4. The User will clean up the Premises used including the kitchen and restrooms (if applicable) after your event according to the Cleaning Guidelines attached.
5. Turn off lights after the event.
6. Leave the thermostat untouched. Requests will be honored to adjust temperature by the Maintenance Supervisor before the event.
7. Lock all doors when leaving. Test the doors to be sure they latch.
8. Link St. Stephen's website or otherwise attribute use of space to St. Stephen's Episcopal Church in printed material or website.

9. Failure to follow these responsibilities will result in additional fees and/or termination of user agreement and facility access.

Term

1. Agreement for Single or Weekend Events are for one time only. Periodic meeting agreements will be reviewed and updated by the Rector every calendar year.

2. Periodic meeting agreements will need to be re-signed and filed with the Receptionist each calendar year.

3. Agreed Term: _____

Access to the Building

1. One access code will be provided by the Church to the User. It will be valid for time of event only.

Release and Indemnity

In consideration of the Church permitting the Use to use the Premises described herein, the User agrees to indemnify, defend, and hold harmless, release and discharge the Church and its directors, agents, officers, members, volunteers, and/or employees (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, losses or damages arising out of the use of the Premises, even if caused or alleged to be caused by the sole, joint, comparative or concurrent negligence or fault of the Indemnified Parties, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of the Indemnified Parties, provided that this shall not obligate the User to any liability for any gross negligence or willful misconduct of the Indemnified Parties. The indemnify shall also include all sums payable or paid by the Church for attorney's fees or court costs. The selection of legal counsel shall be within the sole and absolute discretion of the Church. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE INDEMNIFIED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT. This indemnity provision shall survive the termination or expiration of this Agreement.

ACCEPTANCE OF RESPONSIBILITY

The User agrees to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. The User will remove all signs posted by the User and/or its participants after the event has ended. The User understands that the Church reserves the right to terminate this arrangement at any time, with or without notice. The User hereby certifies to the Church that I /we have inspected the Premises and it is expressly agreed that the Premises is accepted as its "AS-IS" condition. "WITH ALL FAULTS," ABSOLUTELY NO PRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE CHURCH, AND THE USER WAIVES AND THE CHURCH DISCLAIMS ALL OF SAME (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Name of Organization

Signature of Organization Representative

Date

Print name

Title

Signature of Organization Representative

Date

Print name

Title

**St. Stephen's Episcopal Church
Equipment Use**

As an added service to users, St. Stephen's can provide the following equipment. Please indicate below any equipment you will need for your meeting.

DVD/VCR	\$ 15	
Projector	\$ 15	
Screen	\$ 15	
Microphone/Speakers	\$ 50	
Sound system	\$ 50	
Podium	\$ 15	
Stage	\$ 100	
Chairs	Included in price	
Tables (rectangle)		
Tables (circle)		

Please use the space below to indicate room set-up arrangements. Please be specific using words and pictures.

St. Stephen's Episcopal Church Cleaning Guidelines

We hope you have enjoyed your use of St. Stephen's facility. In an effort to ensure everyone enjoys the facilities and regularly scheduled Church and School events can continue as planned, we ask that you please complete the following clean-up items on the check list. You will need to supply all the cleaning materials necessary to clean the facility after use.

Organization: _____

Date of event: _____ Person responsible: _____

Please mark all check boxes on the far-left side indicating that the person responsible has left the facility clean and in the same condition as prior to the event. The Maintenance Supervisor will approve cleaning has been performed satisfactorily. A facility left in poor condition will be subject to an additional cleaning fee (\$35/hour) to be paid by the above contact person or organization. Thanks in advance for your cooperation in making our facilities available to be enjoyed by the entire St. Stephen's community.

User Admin

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | All tables, chairs and couches are set up in the same area as prior to the event. |
| <input type="checkbox"/> | <input type="checkbox"/> | All surfaces have been wiped down with cleaner including the microwave (if used). |
| <input type="checkbox"/> | <input type="checkbox"/> | The Kitchen sink has been cleared of all dishes and glasses (if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | No leftover food remains in the refrigerator (if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | All trash has been picked up, placed in bags and taken to the appropriate place.
<i>A large trashcan is available outside the Havens Center back door.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | Floors have been swept. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bathrooms checked for trash on floors and are in the same condition as prior to the event. |
| <input type="checkbox"/> | <input type="checkbox"/> | All media equipment has been turned off and there is no damage to report. |
| <input type="checkbox"/> | <input type="checkbox"/> | Items borrowed from St. Stephen's have been returned. |
| <input type="checkbox"/> | <input type="checkbox"/> | Lights have been turned off and doors are shut and locked. |
| <input type="checkbox"/> | <input type="checkbox"/> | St. Stephen's is a tobacco free campus. Smoking, the use of chewing tobacco, and vaping is prohibited.
<i>A \$1 fee per butt will be assessed if not picked up.</i> |

Staff Member: _____ Number of Hours Worked: _____

If for any reason you encounter an emergency regarding the facility or find the facility is in poor condition prior to your scheduled event, please contact Whitney Corson at wcorson@ststephenshouston.org For general use, there is no cleaning fee. For events lasting four hours or more, there is a required cleaning fee (\$35/hour) in addition to completion of the checklist above. Thank you.