

#### **POLICY**

The facilities at St. Thomas the Apostle Catholic Church, located at 20000 County Road 10 in Corcoran, MN ("St. Thomas" or "Parish"), are reserved for worship and activities ancillary to worship, including Masses, weddings, funerals, sacramental celebrations, faith formation, and prayer services of the Catholic faith.

Parish facilities are available for rent to registered and active\* parishioners of St. Thomas and other Roman Catholic organizations/institutions when they are not used for official parish activities.

Office Use
Date Rec:
Signatures:
Insurance:
Payment:

\*An active registered parishioner contributes financially and participates in St. Thomas activities regularly.

The RENTER must identify in writing the nature and purpose of the intended use of the Parish facilities. No use of the Parish facilities will be allowed that conflicts with, contravenes, in opposition to, or ridicules the teachings, tenets, or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the RENTER'S responsibility to provide sufficient information on the planned use to allow the Parish to determine and to inquire whether the intended use of the Parish facilities complies with this provision.

The Parish shall have the right to terminate this Use Agreement at any time if the Parish, in its sole discretion, determines the use violates this provision or the RENTER misrepresented the planned use of the Parish facilities. In that event, the RENTER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.

In accordance with Minnesota Statute §363A.26, the Parish facilities may *not* be used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

#### **FACILITY RENTAL RATES**

Parish Center	\$60/hour
Dining hall	
	A refundable \$250 Damage Deposit is required at least four weeks before
	the event. The Parish retains the right to keep the payment as liquidated
	damages.
	Rentals that occupy the space(s) all day due to decorating (including set-up
	to take-down) will be charged a minimum rate of \$900.
Parish Center	\$25/hour (per room)
Main floor meeting rooms	
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Rectory	<b>\$25/hour</b> (per room)
Main floor meeting rooms	

The rental amount must be *paid in full at least four weeks before* the agreed-upon rental **start date.** If the Fee is not paid when due, the Parish shall reserve the right to terminate the Use Agreement and allow another RENTER to use the Facility.



#### **FACILITY RULES AND REGULATIONS**

- Weekend events may take place on:
  - Saturdays between 9:30am- 4pm\* or 6pm\*-12 midnight (the facility must be cleaned and vacated by 12:30am). \* A parishioner's wedding reception can take place for the full day.
  - Sundays between 1-10pm
- Decorating is allowed as the space schedule permits and must be arranged in advance.
- Only professional, licensed caterers may use the kitchen. All contracted caterers using
  the kitchen must possess a current caterer's license, a copy of which must be provided
  to the Parish Office. Caterers are expected to supply whatever they need to prepare
  besides a stove, oven, dishwasher, refrigerator, freezer, and coffeemaker. All paper
  products (i.e., napkins, tablecloths, paper towels, plastic and foil wraps, etc.) must be
  provided by the RENTER or for the RENTER by the caterer.
  - When a professional caterer is used, the catering company must provide the Parish with a certificate of liability insurance with a minimum coverage of \$1,000,000.
- Food, such as cake or potluck items, may be served by groups that do not hire a caterer. Use of kitchen has to be pre-approved by a representative from the Women's Group.
- If liquor is to be served, the RENTER must adhere to the Liquor Liability Control measures (See Attachment D).
- Smoking is **not** permitted anywhere on campus.
- Solicitation is *not* permitted in any Parish facility.
- People in attendance *must* confine themselves to areas permitted for use. Adults are responsible for keeping children in permitted areas only.
- RENTER may not sublet any space in the Facility.
- The Parish shall have the right to terminate a Use Agreement if any RENTER misrepresents the purpose of an event.

#### **RENTERS RESPONSIBILITIES**

- Complete and submit a completed User Application Form (See Attachment A).
- The rental amount must be paid in full at least four weeks before the agreed-upon rental start date. If the Fee is not paid when due, the Parish shall reserve the right to terminate the Use Agreement and allow another RENTER to use the Facility.
- If renting the Parish Center dining hall, a refundable \$250 Damage Deposit is required at least four weeks before the event. The Parish retains the right to keep the payment as liquidated damages.
- The RENTER must complete and submit the Facility Usage Liability, Indemnity, and Damage Agreement (See Attachment B).
  - RENTER is required to provide the parish with a certificate of liability insurance coverage listing St. Thomas the Apostle, Corcoran, and the Archdiocese of Saint



Paul and Minneapolis as *additional insured* as specified in the Facility Usage/Indemnity Agreement.

- If renting the Parish Center dining hall and the RENTER wants church staff to set up tables/chairs, the RENTER *must* complete the *Room Set-up Form* (See Attachment C), which must be turned in two weeks before the date of any set-up. The RENTER should also note if they have audio/visual needs.
- All visitors *must* be respectful and orderly.
- All disposables (decorations, tablecloths, plates, etc.) *must* be picked up, bagged, and placed in the waste cans provided.
- Liquids should **not** be put in the waste cans.
- Wash, dry, and replace all kitchen items if the kitchen is part of the rental agreement.
- Report problems or breakage immediately to a staff member.
- RENTER shall not use premises for illegal or immoral purposes and shall comply with all applicable state and local laws, ordinances, or regulations.
- RENTER shall take good care of the premises and maintain all the personal property, equipment, and furnishings in good condition during the rental term and, at expiration, return the facilities in the same good order, normal wear and tear exempted.

#### **PARISH RESPONSIBILITIES**

- Provide custodian/staff contact.
- Unlock doors at times indicated on the set-up form. Lock doors when the event is over.
- Set up tables and chairs as indicated on the Room Set-Up Form.
- Take down tables and chairs.
- Mop and vacuum floors.
- Empty trash cans.



### **ATTACHMENT A: User Application Form**

RENTER / Roman Catholic Organization:			
Address:			
Email:			
City:	State:	Zip:	
Phone:			
Requested Venue:	t	Date of Event:	
RENTER, RENTER's guests, a	- 4pm* or 6pm*-12 mid and <b>all</b> property of the sh) <b>must</b> be removed fr eception can be rented	night (the facility must be cleaned, and RENTER (including items leased by the om the premises no later than 12:30am.) for the full day.	
	ded Use of the Parish Facilit	ies in writing. No Use of the Parish Facilities will be e teachings, tenets, or philosophy of the Roman	
Type & Purpose of Activity:		- · · · · · · · · · · · · · · · · · · ·	
# of Attendees: 1	Type of Food/Beverage	e:	
Type of Entertainment:			
Kitchen Needs (please circle): stov	re, oven, dishwasher, re	efrigerator, freezer, coffeemaker	
Name of licensed caterer:		Phone #·	



<b>Set-Up Options:</b> Please contact through facilities with staff and n	the parish office for an appointment t	o discuss set-up and walk-
<u> </u>	# of Long Tables (6 ft.) (8 chairs/table)	# of Chairs
<b>Decorating Plans</b> (Décor Items )	will be provided and set up by the REN	TER, not the parish).
	the Rental Policies of St. Thomas the and ordinances during the rental term.	
RENTER Signature	Date	·
Must be an official agent of the	RENTER named above	
Parish Representative	 Date	

Rental Process	Due Date	Done
RENTER submits the completed User Application Form	Request 6 weeks	
(Attachment A) to the Parish Office.	before the event	
Parish Office will respond to RENTER with a rental decision.	Within 2 weeks from	
(Approvals required from the Pastor, Women's Club, and Parish Administrator)	application receipt	
If the request is approved, the RENTER submits a completed	Request 4 weeks	
Facility Usage Liability, Indemnity, and Damage Agreement,	before the event	
(Attachment B) full rental fee, and \$250 damage deposit (if		
renting the dining hall) to the Parish Office.		
If renting the dining hall and the RENTER wants staff to set up	Minimum of 2 weeks	
tables/chairs, the RENTER submits a Room Set-up Form	before the event	
(Attachment C).		
RENTER submits the completed Certificate of Insurance to the	Minimum of 10 days	
Parish Office. If the RENTER uses a caterer, the RENTER	before event	
submits the caterer's license and Certificate of Insurance.		
If no facility damage occurred at the event, the Parish Office will	Within 1-week post-	
return to the RENTER the \$250 damage deposit.	event	



#### ATTACHMENT B: Facility Usage Liability, Indemnity, and Damage Agreement

PARISH/INDEMNITEE: St. Thomas the Apostle Catholic Church, located at 20000 County Road 10, Corcoran, MN 55340

(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

RENTER:	 	 
TYPE OF EVENT: _	 	 
DATE OF EVENT:		

In consideration of the RENTER'S use of the FACILITY for the EVENT listed above, the RENTER agrees as follows:

- Catholic Church and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as "the Indemnitees") as Additional Insureds under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring RENTER'S liability for damage and injury to person and property arising out of RENTER'S acts or omissions related in any way to the EVENT. RENTER agrees to provide such Certificate to the Parish at least 10 days prior to the EVENT. RENTER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Indemnitees.
- 2. TO protect, defend, indemnify, and hold harmless the Indemnitees from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs, and expert fees, for damage and injury to person and property arising out of RENTER'S acts or omissions related in any way to the EVENT.
- 3. TO protect, defend, indemnify, and hold harmless the Indemnitees from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs, and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the EVENT, of any and all persons attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason related to the EVENT.
- 4. TO protect, defend, indemnify, and hold harmless the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.
- TO assume the risk of exposure to or infection of Communicable Diseases by RENTER's use of the facility and that such exposure or infection may result in personal injury, illness, permanent disability, or death to RENTER, their guests, invitees, vendors, and participants. RENTER further understands that the risk of becoming exposed to or infested by Communicable Diseases at the facility may result from actions, omissions, or negligence of Indemnitees or others, including, but not limited to, Indemnitee's employees, volunteers, and guests. Communicable Disease includes, and is not limited to, any disease or illness



which can be transmitted through direct or indirect means.

- **TO** protect, defend, indemnify, hold harmless, and release the Indemnitees, their administrators, directors, officers, employees, agents, and volunteers, from and against all claims and causes of action for any injury, damage, or harm of any kind which may directly or indirectly arise out of actual or alleged transmission of a Communicable Disease as a result of RENTER's use and occupancy of Parish Facilities.
- 7. TO provide the Parish, at least ten days before the EVENT, with Certificates of Insurance for all vendors, including, but not limited to, all performers, entertainers, bands, and caterers attending or participating in the EVENT, certifying that such vendors are insured for liability, with limits of at least \$1,000,000 per occurrence, for damage and injury arising out of vendors' acts or omissions, and naming the Indemnitees as Additional Insureds, Archdiocese of St. Paul and Minneapolis, 777 Forest Street, St. Paul, MN 55106 and St. Thomas the Apostle Catholic Church for the EVENT.
- **8. TO** assume entire responsibility for all damage to Parish property, real and personal, caused by RENTER, any person attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.
- 9. TO identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets, or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the RENTER'S responsibility to provide sufficient information about the planned Use to allow the Parish to decide whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the RENTER misrepresented the planned Use of the Parish Facilities. In that event, the RENTER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.
- **10. THAT** in accordance with Minnesota Statute §363A.26, the Parish Facilities may not be Used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

RENTER Signature	Date
Must be an official agent of the RENTER name	d above
•	nd the Archdiocese of Saint Paul and Minneapolis, ied in interest therewith (hereinafter referred to as
Company:	Date Received:
OR	
Certificate of Insurance issued from Catholic	Mutual. Date Received:



### ATTACHMENT C: Parish Center Dining Hall Room Set-up Form

Parish Office: hello@saintsppta.org, 763.420.2385, churchofstthomas.org

Date of event:  Event start (including set up) and end time:	# of attendees: Audio/visual needs:	
Room Arrangement/Diagram: Round Table:	6 ft tables:	Chairs: X
		stage
		kitchen
	main entrance doors	1





### **PARISH CENTER** Dining Hall

Capacity 200

Restroom(s): womens (3 stalls), mens (2 stalls, 1 urinal)







#### **ATTACHMENT D: Liquor Liability Control**

#### **Overview**

At any given parish throughout the country, the potential exists for renting the parish facilities for various functions and utilizing those facilities for various festivals and events. Whether the facility is rented to an outside group or used for a parish function, liquor may be served in many instances. With the introduction of liquor into the event, significant liability exposure exists. To minimize this risk, the following measures should serve as guidelines to be followed anytime liquor is present for a parish function or when your facility is rented to outside groups.

#### **Risk Reduction Measures**

- If liquor is to be served, it should be dispensed by a licensed bartender (or an individual who has had sufficient training in serving drinks and is proficient in the performance and accomplishment of this profession).
- Liquor should never be served to an individual under the legal drinking age.
- The individual dispensing drinks should only serve one drink at a time.
- The drinks served should be carefully measured, and no doubles of any drink should ever be served. (The commonly accepted drink measurement should adhere to the following recommended standards: no more than 1½ ounces of whiskey in a highball, cocktail, or mixed drink; 12 ounces of beer as a maximum; and no more than 4-5 ounces of wine per serving.)
- Food should be served constantly throughout the event that is taking place.
- All individuals should be carefully observed throughout the event to ensure they eat and not just drink.
- Every precaution should be taken to ensure that no alcoholic beverages are brought into the event and that the only alcoholic beverages consumed are those being distributed under the guidance and control of the event staff members.
- A pre-existing plan should be devised to handle an individual who has had too much to drink. This plan should include:
  - Alternative methods of transportation home after the event should the individual be in a diminished or incapacitated state and unable to drive their vehicle.
  - A method to limit or stop an individual's consumption should he or she have too much to drink in the opinion of the bartender handling the event. (This detection method can be handled through simple observation and if the individual exhibits slurred speech, staggering, stumbling behavior, or poor motor skill coordination).
- At least 1½ hours before the event concludes, the bar should be shut down, and no further alcohol should be made available to the individuals present.
- In this final 1½ hour period, coffee and food should be made available, and those present are encouraged to remain and partake in the offerings. While coffee and food will not help those individuals who have been drinking sober up, the time certainly will.



Remember: For every drink consumed, regardless of the type of drink it may be (12 ounces of beer, 4-5 ounces of wine, or 1½ ounces of whiskey), it will take at least one hour for that drink to be eliminated from an individual's system. Consideration should be given to posting signs like this at any event where alcohol is served.

(Revised 12/2018)