

Building Use Agreement
St. Martin's Episcopal Church of Chagrin Falls

Name: _____

Company/Organization Name (If Applicable): _____

Member of St. Martin's?: _____

Cell Number: _____

Email Address: _____

Mailing Address: _____

Second Contact Name and Phone Number: _____

Description of Intended Use: _____

Space Requested:

- ☐ Main Church (Max capacity: 150)
- ☐ Burroughs Fellowship Hall & Kitchenette, with use of courtyard
(Max capacity: 50 seated at tables, 100 combination use)
- ☐ Great Hall and Kitchen
(100 seated at tables, 200 combination, 250 seated lecture-style)
- ☐ Other: (Max capacity: __)

Date of Use: _____

Start Time: _____

End Time: _____

Additional Equipment Included: (ie, piano, organ, sound system, smart TV)

Number of People Expected: _____

Will Alcohol be Served?: _____

St. Martin's agrees to allow Customer the use of the requested space on the above noted date and times. Front door and Admin Wing door ("red doors" on West and North side) will be unlocked during these times.

All spaces at St. Martin's are ADA accessible.

Prices and Fees

- All spaces are rented at the rate of \$300/day.
- A 50% deposit is required in order to reserve the space.
- The remaining 50% is due 3 days prior to the event.
- A cleaning fee of \$100 per event is required at time of payment balance, *and will be returned* within 3 days of the event if the space is left adequately cleaned.

Customer agrees to pay St. Martin's the fees detailed below:

Total Building Use Fee:	\$_____
50% deposit:	\$_____
Cleaning Fee:	<u>\$100</u>
Balance:	\$_____

Please make checks payable to "St. Martin's Episcopal Church"

Or pay online at <https://onrealm.org/SMCF/give/rental>



1. FACILITY RENTAL INCLUDES:

- Use of reserved space during agreed time
- Use of restrooms
- Nonexclusive use of parking lot
- Tables and chairs for your use and setup

Main Church Use: Access to the chancel (the elevated area behind the altar rail) is prohibited unless expressly authorized in writing by St. Martin's. Use of the piano, organ, and sound system is permitted only if specifically approved in this Agreement. St. Martin's shall maintain such instruments in reasonable working order and tuning. No decorations, alterations, or modifications of the baptismal font (located at the entrance to the nave) are permitted. Customer agrees to treat all sacred objects and furnishings with care and respect. The pulpit (large white podium) is on wheels and able to be moved, if returned to original placement after event.

2. TERM: The term will commence on the date and time specified above. The Customer will not be entitled to access the space prior to the time specified unless the parties are able to make such arrangements so as to avoid conflicting with the use and enjoyment of other Customers or St. Martin's. The Main Church will not be available for use on Sundays until after 12:00 pm.

3. CANCELLATION POLICY: St. Martin's and the Customer confirm this is a binding agreement. Cancellation is permitted only under the following conditions:

- A signed written Agreement between St. Martin's and the Customer
- Force Majeure events, including but not limited to: acts of God, government orders, public health emergencies, disasters, labor disruptions, or other circumstances making performance illegal or impracticable
- Inclement weather agreed upon by both parties.

If Customer cancels outside these conditions, the deposit is forfeited. Customer may reschedule one time without penalty, subject to availability. If St. Martin's cancels under following section (Nondisclosure), all payments will be refunded.

4. TERMINATION FOR NONDISCLOSURE: St. Martin's reserves the right to terminate this Agreement if the Customer has not accurately described the Company, Organization or Intended Use on page one of this Agreement or failed to timely fulfill a term of this Agreement. Any such termination may be made by written or electronic notification to Customer, and St. Martin's will refund all monies which have been paid by Customer within 30 days of such termination.

5. COMPLIANCE WITH STATE LAWS AND ORDERS: Customer agrees to abide by all state laws and/or executive orders or other orders issued by the Ohio Department of Health regarding maximum occupancy, social distancing, use of face masks or other Personal Protective Equipment, or any other public health issue.

RELEASE OF LIABILITY: THE BUILDING, ALL OF ITS FIXTURES, APPURTENANCES, AND PROPERTY WITHIN AND AROUND IT, INCLUDING BUT NOT LIMITED TO THE PARKING LOT, STAIRS, GROUNDS, AND UTILITY SERVICES, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ST. MARTIN'S MAKES NO REPRESENTATIONS OR WARRANTIES IN REGARDS TO THEM AND EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. REFUND OF ANY DEPOSIT OR BUILDING USE FEES PAID BY CUSTOMER AS EXPRESSLY PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ST. MARTIN'S REGARDLESS OF THE LEGAL THEORY UPON WHICH A CLAIM BASED.

To the fullest extent permitted by Ohio law, Customer agrees to defend, indemnify, and hold harmless St. Martin's and its clergy, employees, and agents from any claims, damages, losses, or expenses (including attorney's fees) arising from the use of the premises by Customer or its attendees, guests, vendors, employees, or contractors (collectively, "Customer Parties"). This provision does not apply to damages caused by the gross negligence or willful misconduct of St. Martin's.

6. **LIABILITIES:** The Customer agrees to pay for all actual and incidental costs of repairs, restoration or replacement of all fixtures and items located on or in St. Martin's property damaged or destroyed by Customer or the Customer's guests, employees, agents, or independent contractors.

7. **CAPACITY:** The Customer agrees not to exceed the maximum capacity specified for their space.

8. **SETUP:** Customer must coordinate all setup, vendors, and deliveries with St. Martin's in advance. A walkthrough is required at least one week prior for complex events, (e.g. the Customer plans to use a DJ or IT professional).

9. **ALCOHOL SERVICE:** The Customer agrees to notify St. Martin's if alcohol is to be consumed on premises and to adhere to the following:

- **Lawful Conduct:** The Customer agrees to follow all applicable laws set forth in the Ohio Revised Code in relation to the serving of alcoholic beverages and accepts legal and financial responsibility for any civil or criminal violations of federal, state, or municipal laws. The Customer further agrees to assume all responsibility for any damages or injuries sustained by the Customer, the Customer's guests, agents, independent contractors or trespassers, and will indemnify St. Martin's, or their employees, agents, or independent contractors against losses caused by or related to the serving of alcohol.
- **Outside Consumption:** Personal alcohol is strictly prohibited in the parking lot or outside the church building.
- **Sale:** Alcohol may not be sold at any event.
- **Serving:** The Customer agrees that neither they, nor any of their guests, agents, employees, and/or independent contractors shall serve a visibly intoxicated person alcoholic beverages nor serve anyone under the age of 21 alcoholic beverages.
- **Prohibited Types:** No keg beer is allowed to be served. Shots are not permitted - all liquor must be served with a mixer and ice.
- **Alcohol Alternatives:** Any event at which alcohol is served will also provide and make available equally attractive non-alcoholic beverages and food.
- **Liquor Liability Insurance:** Customer may, and is encouraged, to purchase a one-time Host Liquor Liability Insurance Policy which names St. Martin's Episcopal Church of Chagrin Falls as an additional insured with a minimum policy limit of \$1,000,000.

10. SMOKING, VAPING & MARIJUANA USE: Consumption of any form of tobacco, nicotine product of any kind, or the recreational use of marijuana on church premises (both indoors and outdoors) is prohibited. Customer is responsible for notifying their guests of this policy.

11. DECORATIONS: Decorations and flowers are permitted subject to the policies noted below. Failure to comply with these policies may result in additional cleaning fees and/or repair fees charged as determined by St. Martin's in their sole and absolute discretion. All decorations, flowers, and personal items must be removed at the conclusion of the scheduled event time. Any decorations, flowers or personal items that have not been removed shall be considered abandoned and St. Martin's may dispose of such items without any liability to Customer.

- Ladders: Ladders are not permitted to be used to install any decorations.
- Open Flame Policy: No candles or any other type of open flame is permitted.
- Flowers: Flowers may be delivered prior to the event start time noted on page one. However, Customer agrees to coordinate with St. Martin's regarding the delivery of flowers so as not to conflict or interfere with normal church operations.
- Rice, Petals and Bubbles: Rice and flower petals are not permitted. Bubbles are acceptable outdoors only.
- Décor Items: Glitter/confetti of any kind is not permitted.
- Surface Alterations: No surface in any part of St. Martin's may be altered with the use of screws, nails, tacks and/or tape.
- Common Sense Request: Bouncy houses are not permitted. Live animal or petting zoos are not permitted. In general, if you wouldn't want your living room used for something you have introduced to this space, understand we don't either.

12. CLEAN UP: Decorations and Signage: All decorations and signs must be free-standing and removed from the premises at the end of the event. Customer agrees to return the space used to the same condition it was prior to the start of Customer's event and shall:

For Burrough's Fellowship Hall and the Great Hall:

- If used, clean and return all kitchen equipment including all kitchen utensils to their proper location
- Return tables and chairs to original setup;
- Remove all decorations and/or personal items

For any Kitchen space:

- Clean all countertops and cooking equipment used;
- Clean stainless steel sinks;
- Sweep and/or damp mop floors; and
- If used, remove all unused food from refrigerators and freezers. Please be aware that there may not be space available for events, and customers are encouraged to plan accordingly to keep food and beverages cold in your own containers/coolers.

Garbage is to be placed in appropriate outdoor garbage containers.

Dishwasher detergent, garbage bags, broom and dustpan, and other basic cleaning supplies are provided. Customer is responsible for bringing any supplemental cleaning supplies as needed.

13. PARKING: Customer has nonexclusive use of the St. Martin's parking lot. Customer is prohibited from parking on the grass.

14. HOURS: No event shall run past its designated end time. Customer agrees not to serve guests alcohol after 10:30 p.m. and no event shall last later than 11:00 p.m.

15. MISCELLANEOUS: If any provisions in this Agreement are held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. Additionally, the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of the Agreement and the remaining provisions of the Agreement shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. The laws of the State of Ohio and the applicable sections of the Ohio Revised Code shall control the interpretation of this document. The section headings and paragraphs contained in this Agreement are for convenience only and do not limit, enlarge or define the contents of the paragraphs. The covenants, conditions and agreements made and entered into by St. Martin's and the Customer shall be binding upon and inure to the benefit of St. Martin's and the Customer.

16. SIGNATURE: By signing, the Customer acknowledges that they understand and agree to adhere to the above procedures, cancellation, and payment policies. The Customer understands that signing this Agreement guarantees use of space and payment.

Signatures

Customer Signature: _____

Date: _____

Printed Name: _____

St. Martin's Representative Signature: _____

Date: _____

Printed Name: _____