



# Saint Barnabas's

## Facility Use Application / Agreement

date of event

from: \_\_\_\_\_ to: \_\_\_\_\_

### ORGANIZATION INFORMATION

Name of User/Organization: \_\_\_\_\_

Please check one: ☐ Business / For Profit ☐ Private ☐ Church Member ☐ Charity: Attach Federal ID #

RENTING ORGANIZATION DESIGNATED REPRESENTATIVE(S):

Contact Name(s): \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

e-mail address: \_\_\_\_\_

### EVENT

Event Name & Description: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Recurring Event: ☐ Yes ☐ No If so, give details:

Purpose of Event: ☐ Fundraiser / Charity Event ☐ Meeting ☐ Private Function ☐ Member Event

☐ Other: \_\_\_\_\_

Number of People expected: \_\_\_\_\_ → Children? \_\_\_\_\_ Youth? \_\_\_\_\_ Adults? \_\_\_\_\_

Facility to be Used: \_\_\_\_\_

Arrival Time (includes set-up): \_\_\_\_\_ Leave Time (includes clean-up): \_\_\_\_\_

NOTE: If you are planning on serving alcohol, you **must** review and sign the Alcohol Policy (Appendix C). Careful attention needs to be given to all and any restrictions involved including monitoring, and a one-day permit for serving alcohol from the Town.

### EQUIPMENT / SET-UP

Equipment needed: If you need to use any specific equipment that we may have available, please indicate here:

☐ I agree that my event is responsible for clean-up, disposing of trash, cleaning the property and returning all furniture to pre-rental configuration; and if needed, there will be an additional clean-up charge.

# Saint Barnabas's Facility Usage Fees

## FACILITIES

**Great Hall:** 1 large room with large kitchen. Maximum occupancy is **375**.

**Parish House:** 1 great room and smaller kitchen. Maximum occupancy is **50**.

**Chapel:** Maximum occupancy: **90**

**Church:** Maximum occupancy: **300**

**Tent:** 40'x80' available Memorial Day through Labor Day

## RENTAL USAGE FEES

At Saint Barnabas's, our buildings, and the people who carry out ministry through them, are a gift from God. Because we believe that God cares about all people, in keeping with our ministry of outreach to the community, we invite local organizations to use our facilities. We do not wish to exclude access or cause concern to anyone. At the same time, we choose to set responsible standards so as to assure their upkeep and our ongoing mission.

The following usage fees are based on per hour with a 2-hour minimum.

LOCATION	BUSINESS / FOR PRO	CHARITIES
Great Hall	\$200	\$150
Great Hall Kitchen	\$100	\$50
Parish House & Kitchen	\$200	\$150
Church	\$200	\$100
Chapel	\$200	\$100
Grounds	\$100	\$100
Tent (Memorial Day-Labor Day)	\$200	\$150
Sexton* Set-Up/Clean-Up	\$75	\$75
Reception Fee**	\$300 per event	\$300 per event

\*The sexton fee is per hour with a 2-hour minimum. If additional time is needed, the fee will be billed following the event.

\*\*The reception fee includes; table flowers, linens, coffee/tea service, setup and clean up and is supported by a StB volunteer.

THE RENTAL AGREEMENT REGULATIONS below must be agreed to and signed by the Designated Representative(s) of the renting organization Appendix A is '*Indemnification Agreement*.' It must be signed by the Designated Representative(s) and returned with the Application/Agreement. Appendix B is '*Rules and Instructions of Use of the Kitchen*.' to be brought with you for reference on day of event.

## RENTAL AGREEMENT REGULATIONS

1. **Designated Representative(s)** – The renting group's Designated Representative(s) shall be held responsible for the rental and **must be present** in the facility at the time the rental activity or event takes place. The Designated Representative(s) may be required to submit written proof that he/she has the authority to represent the organization in rental transactions with the church.
2. **Church Sexton/Custodian Set-up** – If requested, our church sexton/custodian will set-up the facility beforehand and if a diagram is received by the church **one week prior to the event**. The diagram must clearly show the desired placement, number and type of tables and chairs. Our sexton is the church's designated representative for set-ups.
  - a. Failure to submit set-up requests to the church office at least **one week before** the rental event, or requesting, in the church's opinion, substantial changes made to the request on the day of rental may entail an additional charge for our Sexton services.
  - b. Requests for tables and chairs should be submitted in diagram form and clearly marked.
  - c. Any activity or event taking place outside the normal working hours of our sexton and involving participation of the general public (such as lectures, concerts or other entertainments), will be required to have a sexton present. The renting group will be required to pay for the services of that sexton at the rate of \$25 per hour with a minimum of four hours required. The sexton will be procured by the church and will act as the church's official representative.
3. **Clean-up** – The renting organization must leave the facility in a clean, picked-up condition. All trash and garbage must be placed in the supplied plastic bags and disposed of in the dumpster located in the church parking lot. The renting organization should then replace the used bags with clean bags which are provided. Failure to execute the clean-up properly, in the opinion of the church's sexton/custodian, may result in an additional charge of cleaning at the actual cost for such services.
4. **Alcohol Policy** -- Except in the Rectory and Creighton House, alcoholic beverages of **beer and wine only** can be served and consumed on Saint Barnabas's premises only under the following conditions:
  - a. Permission of the rector shall be obtained by completing and submitting the **Alcohol Policy Form** (Appendix B) to him/her at least one month prior to the event;
  - b. The form shall provide the name of the designated responsible person and the date and times of the event;
  - c. The event should have a short time frame (maximum of 4-6 hours);
  - d. Under no circumstances shall alcoholic beverages be consumed before or after the stated times of the event;
  - e. With permission from the rector, alcoholic beverages can be served and consumed at events that include—wedding receptions, funeral collations, pot-luck suppers, and special events
  - f. With permission from the rector, persons under 21 and children may be present when alcoholic beverages are served and consumed; but under no circumstances shall they be served or allowed to consume alcoholic beverages. Parents are expected to be responsible for their minor children;
  - g. At permitted events the alcoholic beverages shall be under the control of a designated responsible person who shall oversee that the alcoholic beverages are not consumed by minors and are consumed responsibly by attending adults;
  - h. Alcoholic beverages shall be provided by the hosts of the event and not by the guests (no B.Y.O.B. for consumption at the event);

- i. Rector authorized cash bar and/or ticket sales events **require** a one-day liquor license from the **Town of Falmouth**. When such a license is obtained the event **must have a TIPS certified bartender** and provide a certificate of insurance from the alcohol vendor naming Saint Barnabas's as 'Additional Insured' and clearly identifying that they have liquor liability coverage; and,
  - j. All rector authorized events not hosted by a member(s) of Saint Barnabas's **must obtain** a one-day liquor license from the Town of Falmouth, **must have a TIPS certified bartender** and must provide a certificate of insurance from the alcohol vendor naming Saint Barnabas's as 'Additional Insured' and clearly identifying that they have liquor liability coverage.
5. **Lighted Candles Not Allowed** – No open flamed lighted candles shall be used in windows, on tables, or anywhere else inside any church building without written permission.
6. **Damage, Breakage or Loss** – Organizations renting our facility are responsible for damage, breakage to, and the loss of kitchen utensils, and equipment, appliances, and damage to or defacement of chairs, tables, walls, cabinets, counters, windows, and floors. All breakage or damage must be reported to the sexton.
7. **Failure to Secure Facility** – Organizations renting our facility shall be held responsible for any loss or damage to our facilities and/or their contents due to their failure to lock and otherwise secure the building properly upon leaving. All lights, including those in restrooms, must be turned off. Stoves and ovens must also be turned off upon vacating the building.
8. **Disclaimer of Church Liability** – Saint Barnabas's Episcopal Church in Falmouth in the Diocese of Massachusetts assumes no liability for any lost, damaged, or stolen property belonging to organizations who rent our facility. Such organizations renting our facilities shall hold the church free and harmless of any liability whatsoever, whether an incident
9. **Rental Group's Liability Insurance** -- The Church's Vestry and/or the Church's Designated Representative may, at their discretion, require that organizations renting facilities of the church shall, at the time of their rental application, provide proof that they possess liability insurance in amounts acceptable to the Vestry.
10. **No-Smoking** - To protect the health, safety, and comfort of parishioners, employees, and visitors of Saint Barnabas's Episcopal Church recognizes the hazards caused by tobacco use and exposure to secondhand tobacco smoke. Smoking of any tobacco product, including smokeless tobacco products and electronic cigarettes (regardless of tobacco content) is prohibited on the property and applies to parishioners, employees and non-employee visitors of Saint Barnabas's Episcopal Church. "Property" means the buildings, including offices, grounds, parking lots.
11. **Contract Signing** -- By signing this agreement, the organization's Designated Representative(s) accepts and understands the restrictions and/or regulations within the rental agreement. A rental date is on hold but not secured until the rental agreement has been signed by both parties and 50% of the fees are paid in advance.
12. **Payment** – A 50% payment will be due on signing of the agreement and the full payment must be made by the first date the of the event, by having previously signed the Rental Agreement, to use the facility. Organizations or individuals renting our facilities for more than one month shall be required to pay one month's fee in advance.
13. **Refundable Security Deposit** -- A deposit may be required upon signing the Rental Agreement. The deposit is \$100 if the kitchen is not used or \$200 if the kitchen is used. A separate check for the deposit is required. The facility will be inspected within 24 hours of the conclusion of the activity or event by the Church's Designated Representative. The deposit will then be returned

to the renting organization or individual upon the Church's Designated Representative's approval of the condition of the facility.

14. **Lost or Compromised Keys** – Keys issued to the renting organization's Designated Representative(s) must be returned to the church office within two days after conclusion of the rental activity or event. The renting organization will be required to pay the actual cost for re-keying any locks compromised by loss or failure to return any keys issued. Keys must not be duplicated. Keys must not be used by any person other than the Designated Representative(s) to whom they were issued.
15. **Cancellation of Rental** -- Failure of the renting organization to provide notification of cancellation will require the payment of all fees, unless waived at the discretion of the Vestry of the church. Fees will not be refunded unless the notice of cancellation is received in our church office within the following time limits: Rental space on a one-time basis shall require at least a 14-day notice of cancellation. Space that is rented on a regular basis shall require a three-day notice of cancellation for a single activity or event.
16. **Right to Decline Applications** – Saint Barnabas's Episcopal Church in Falmouth in the Diocese of Massachusetts reserves the right to decline any request for the rental of its facilities.
17. **Misuse of Facility** – If, in the event of any misuse of the building as determined by the church's Designated Representative(s), the renting organization's Designated Representative(s) may be contacted with a warning that any further misuse will result in the immediate cancellation of their organization's rental agreement and require that they permanently vacate the church facility.
18. **Modification and Cancellation of Rental Agreements** – Saint Barnabas's Episcopal Church in Falmouth in the Diocese of Massachusetts, as represented by its Vestry and its Designated Representative, reserves the right to modify or cancel any rental agreement at any time for cause. Among the causes which could lead to such cancellation (to give just three examples) are: failure to lock and otherwise secure the building upon leaving, improper and/or unauthorized use of the facility, and the unauthorized duplication or improper use of church keys.
19. **Additional Charges** -- The Vestry and/or its Designated Representative shall decide, based on these regulations and restrictions, if an organization renting church facilities is liable for any additional charges beyond the basic rental fee. If there are such additional charges, the rental organization must pay them within 14 days of notification.
20. **Indemnification** - See Appendix A. This agreement must be completed, signed, and returned with the initial application.

STATEMENT OF COMPLIANCE FOR NON CHURCH-AFFILIATED ORGANIZATIONS USING CHURCH FACILITIES  
REGARDING GUIDELINES FOR CHILDREN & YOUTH

Non church-affiliated groups using the church agree that: "two (2) adults, in close proximity, must be present when children are in attendance at the non-church affiliated event." I acknowledge that I have read, understand and

agree that our organization will comply with the condition as set forth in the statement above in our activities at Barnabas's Episcopal Church.

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **SIGNING OF THE RENTAL AGREEMENT:**

In my(our) capacity as the Designated Representative(s) of \_\_\_\_\_, I(we) accept and understand the regulations and stipulations in this rental application and agreement, and agree to rent the facilities of Saint Barnabas's Episcopal Church of Falmouth in the Diocese of Massachusetts as stipulated, and for the cost specified in this rental application. I(we) have also read and signed Appendix A: Indemnification Agreement and Appendix B: Addendum to the Agreement Regarding COVID 19. If we are serving Alcohol, we have also read, understand, and agree to abide by the 'Alcohol Policy' presented as Appendix C.

By signing this application form, I state that I have read the attached 'Covenant for Building Use at Saint Barnabas's, and agree to abide by the covenant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name (s): \_\_\_\_\_

#### **Saint Barnabas's Representative:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

#### **FOR OFFICE USE:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Total Hours: \_\_\_\_\_ x Total Days: \_\_\_\_\_ x Rate: \_\_\_\_\_ = Total Rental: \_\_\_\_\_

TOTAL COST		DEPOSIT		BALANCE	
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## INDEMNIFICATION AGREEMENT

\_\_\_\_\_ (Name of Group) shall indemnify, defend and hold harmless Saint Barnabas's Episcopal Church (also known as Saint Barnabas's Memorial Episcopal Church) and the Episcopal Diocese of Massachusetts and their respective officers, directors, employees, agents, and representatives harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages and expenses (including reasonable attorney's fees and costs) arising out of or in connection with any allegations brought against Saint Barnabas's Episcopal Church and the Episcopal Diocese of Massachusetts and their respective officers, directors, employees, agents and representatives from and against any cost and expense (including reasonable attorney's fees and costs) arising out of the use of the premises or property of Saint Barnabas's Episcopal Church by the undersigned.

### Designated Representative(s)

Signature(s) \_\_\_\_\_

Print name(s) \_\_\_\_\_

Date: \_\_\_\_\_

**A Policy for the Use of Alcoholic Beverages at  
Saint Barnabas's Memorial Episcopal Church, Falmouth, MA**  
*Endorsed by Diocesan Council on October 24, 2018*

Saint Barnabas's Memorial Episcopal Church seeks to welcome and serve all God's people. To do so, we must purposefully regulate alcohol use at all church functions. Responsible alcohol use or abstinence is required at all church events.

Clergy shall consecrate an appropriate amount of wine when celebrating the Eucharist and perform ablutions in a way that does not foster or model misuse.

This policy mandates that only wine, beer, and hard seltzer be allowed on Saint Barnabas's property. No hard liquor is to be allowed. The consumption of non-sacramental alcohol at any church event, whether held on Saint Barnabas's Memorial Episcopal Church property or elsewhere, is permitted only when all the following conditions are met:

1. All laws regarding alcohol are complied with, including those related to the sharing of alcoholic beverages and the prohibition of serving alcohol to minors (those under 21 years of age) or allowing minors to drink.
2. No business or open discussion of the church's governance or financial affairs may be conducted during or after the serving or sharing of alcohol. This includes vestry meetings, search committees, all church committees, and all church school and youth group leadership groups.
3. Parishioners volunteering to do work on the church grounds must not be alcohol impaired or use alcohol while working on behalf of the parish (this includes but is not limited to lawn mowing, using heavy machinery or equipment, painting, or clean-up crews).
4. Whenever alcohol is served, appealing non-alcoholic alternatives must always be offered with equal prominence and accessibility.
5. Food must be served when alcohol is present. Any social time prior to the serving of the food must be limited to a maximum of 45 minutes. And no alcohol can be served at the table unless poured by a server after the meal has begun.
6. Any food served at the church, cooked or cold, that contains alcohol, must be clearly labeled as such. This includes all food brought to potluck occasions.
7. The sharing of alcohol is not advertised or promoted in any way and shall not be the primary purpose of any event. Alcohol may never be used as an enticement for any event or function (e.g. wine tasting, wine and cheese, BYOB dinner, etc.).
8. No alcohol may be served or consumed at any event sponsored by or put on for the children and youth of the parish (e.g. a dinner put on by the youth group).
9. No alcohol may be consumed by any adults accompanying children or youth on church-related outings (e.g. youth mission trip).
10. Beer and wine may be served at a public parish event (any event that is open to and advertised to the public e.g. the Christmas Bazaar) only if permission has been obtained from the rector and vestry [if applicable: and a special license has been



obtained from the Town/City of Falmouth. The parish organizer of the event must comply with all terms of the license and must hire a certified bartender.

11. Beer and wine may be served at a parish fellowship event (any event held by the entire church or a group of church members that is not open or advertised to the public e.g. Fall dinner, choir party) as long as all the conditions of the Saint Barnabas's Memorial Episcopal Church alcohol policy are met and an adult appointed by the rector oversees the serving of the alcohol. That adult must not drink alcoholic beverages during the time of executing his or her responsibilities. If minors are present, alcohol must be served at a separate station that is monitored at all times to prevent underage drinking. If anyone attending the event becomes visibly intoxicated or whose ability to drive appears to be impaired, the organizer of the event will arrange for alternative transportation for that person.
12. Moderation must be observed in the consumption of alcoholic beverages at such parish public and fellowship events. Following the event, all alcohol will be removed from church premises by a responsible adult. Should any vestry member or the rector or the designated server become aware of the use of alcohol at a parish-sponsored fellowship event in a manner contrary to this policy, the use of alcohol will be immediately stopped at that event.
13. No alcohol may be served or sold by persons or groups holding any private events on Saint Barnabas's Memorial Episcopal Church property unless permission in writing has been received from the rector, and if applicable: a special license has been obtained from the Town/City of Falmouth and the sponsor of the event has submitted to the Church proof of the liquor license, liquor liability insurance for a minimum of \$1,000,000 and [if applicable: a list of designated drivers as required by the town license]. The Indemnification Agreement signed by persons or groups using the buildings or property of Saint Barnabas's Memorial Episcopal Church will reference the Parish Alcohol Policy.

BY SIGNING BELOW, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS DESCRIBED IN THIS POLICY FOR THE USE OF ALCOHOLIC BEVERAGES.

By:\_\_\_\_\_

Date:\_\_\_\_\_