

## Facility Usage Guidelines for St. Augustine Parish, 43 Essex St., Andover, MA

St. Augustine Parish makes their facilities available to groups, organizations, private functions or other events when possible. These usage guidelines are for preliminary information only and are subject to change without notice.

### General Guidelines and Requirements:

1. Any reference to facilities includes any property of the church, including furniture and equipment.
2. Areas available for use are available on an “as is” basis. The parish assumes no responsibility for any equipment brought onto the premises by groups, organizations, private renters, or their guests. The parish is not liable for any injuries to persons and/or property. The renter assumes responsibility for the behavior of all guests (whether invited or not) during the rental of the facilities.
3. Use of the facilities is limited to areas agreed upon. If use of the facilities involves children, adequate supervision is required.
4. All buildings on church property are non-smoking facilities.
5. No group, organization, or private renter shall use the facilities in any manner or for any purpose that conflicts with or contradicts the teachings, mission or principals of the Roman Catholic Church.
6. Each group, organization, or private renter is required to complete and deliver to the parish office a signed agreement and certificate of insurance as required by the agreement (see below)
7. St. Augustine Parish reserves the right to schedule other activities and events in other areas of the facility and/or parish property.
8. St. Augustine Parish is not responsible if, due to circumstances beyond its control, the facilities are not available for use on the date arranged (ie. fire, power outage, etc.) A full refund will normally be given under such circumstances.
9. Each group, organization or private renter must furnish to St. Augustine Parish a certificate of general liability insurance with a combined single limit of not less than \$1,000,000 naming St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole as an additional insured.
10. Each group, organization or private renter must agree to release, protect, defend, indemnify, and hold harmless St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees from and against any and all claims, suits, damages, or liabilities (including attorney’s fees) which may result from the use of these facilities.
11. Every group, organization or private renter is required to abide by all church guidelines, requirements and other restrictions regarding usage of the church facilities, specifically:
  - If using Fr. Smith Hall, renter will submit a plan for arrangement of tables and chairs at least one week in advance which will be executed by St Augustine Parish’s maintenance staff
  - Use of the refrigerator and/or freezer is restricted to the time of the event; no food items will be left after the event
  - The renter will leave the facilities broom-clean, will be responsible for the disposal of trash, and will secure the facilities upon leaving – all lights out and doors locked
  - Food and alcohol may be brought in and served ONLY under the following conditions:
    - ✓ a licensed caterer and/or certified safe food handler has been hired/is present to serve the food; in the case of alcohol a licensed bartender must be hired to serve the alcohol
    - ✓ the following documentation has been provided to St. Augustine Parish at least seven days prior to the event date:
      - ✗ a permit from the Town of Andover (in the case of alcohol)
      - ✗ an insurance binder from the caterer and/or the establishment providing the food and/or liquor
      - ✗ a copy of the contract between the bartender/caterer and the party using the facilities

## Facility Usage Agreement for St. Augustine Parish, 43 Essex St., Andover, MA

Name of Group, Organization, or Private Renter: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Meeting/Event: \_\_\_\_\_

Date of Use: \_\_\_\_\_ Donation: \_\_\_\_\_

The above named group, organization or private renter acknowledges receipt of Facility Usage Guidelines for St. Augustine Parish and has read, fully understands and accepts all guidelines, requirements, restrictions, and other provisions set forth in said guidelines. The Facility Usage Guidelines are separate from this agreement. Group/Organization/Private Renter promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000 and will provide a certificate of insurance to St. Augustine Parish at least seven days prior to the event date. The Roman Catholic Archbishop of Boston, a Corporation Sole and St. Augustine Parish are to be included as an additional insured for this event.

### Release and Indemnification

In consideration of St. Augustine Parish of Andover, MA allowing the undersigned and their guests to use the facilities, the undersigned agrees as follows:

1. The undersigned and their guests will enter the premises at their own risk. The undersigned and their guests understand that they are in no way the licensees or invitees of St. Augustine Parish and further that St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees are in no way responsible for the safety of the undersigned or their guests.
2. The undersigned hereby discharges and releases St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees from all claims, suits, damages, or liabilities, which may result from the use of the facilities by the undersigned.
3. The undersigned and their guests hereby agree to indemnify and hold harmless St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees from any and all claims, suits, damages, or liabilities (including attorney's fees) which may result from the use of the premises by the undersigned or any of the undersigned's guests.
4. This release and indemnification shall be binding on the undersigned, the undersigned's heirs, executors, and administrators and shall inure to the benefit of St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees and their respective successors, assignees, heirs, executors, and administrators.

By signing this document, I represent that I have read it in its entirety, that I understand what it means (including that I am giving up any right I might have to sue St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees if I am injured on its property) and that I have to indemnify St. Augustine Parish and the Roman Catholic Archbishop of Boston, a Corporation Sole, its trustees and beneficiaries, agents and employees if it is sued by my guests and that I agree to its term.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_