

BUILDING USE AGREEMENT, INSURANCE, AND REQUIREMENTS

All Saints' Episcopal Church welcomes the use of their property by groups and individuals outside of the All Saints' church community. All Saints' requires the user to take responsibility for the care of the space being used and the decorum of the individuals participating in the specific event. The user acknowledges that All Saints' will not be liable for personal or property damages and/or claims related directly to their use of a space on its property. Further, as recommended by the Diocese and Church Insurance, the user will sign the "Waiver of Insurance" provided in this agreement or provide a certificate of liability or proof of insurance from their own insurance that lists All Saints' as an "Additional Insured Waiver". (A sample request form is provided for presenting to your own insurance group). The user agrees to abide by all the requirements provided. All arrangements and details will be agreed to by the Parish Administrator. Continuous use by a group on a weekly or monthly basis requires that the application be renewed each year.

EVENT INFORMATION

Name of organization	or individual:		
Name and Purpose of	f Proposed Event:		
Name of person maki	ing application:		
_	ımber and email:		
Billing Address:			
Space(s) and Time(s)	Reserved for Event(s):		
Space (s)	Date(s) & Time(s)	Setup & Cleanup times	Agreed Fee
		Total Cost:	

This is considered an at-will agreement, and at any time either party may cancel the arrangement.

The group understands and agrees to honor All Saints' Building Use Requirements (see page 4). Furthermore, the group understands that from time to time scheduling changes will need to be made to accommodate the needs of the church or to respond to weather or other unexpected events.

The church will make every reasonable effort to provide safe access to the building during inclement weather; however, at times, weather events may make this impractical; during such times, it is the ultimate responsibility of the group to determine whether your event should be canceled and to notify participants.

In addition to the expectations of the Building Use Requirements, the group agrees to ensure that, after each use: all thermostats are reset, all lights are turned off, all windows and doors are closed and locked. The group will promptly report any incidents involving safety of participants and concerns about building maintenance to the Church Sexton, Don Marsh. You may call or text him at 413-539-1894.

Additionally, the Group agrees that all scheduling for use of the facilities will be made by prior written arrangement with the Parish Office, subject to the approval of the Rector.

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PAYMENT CLAUSE

<u>One-time rental:</u> Full payment by check is required upon the signing of this agreement. This includes a \$75 non-refundable deposit for one-time events. Refunds are available for cancellations (minus the non-refundable deposit) made at least two weeks in advance.

Ongoing groups: Please write a SEPARATE \$50 check for the key deposit. This will be kept and then destroyed or returned upon return of the key.

User's Signature and Date:		
Church Representative Signature and Date:		

All Saints' is following the recommendation of the Diocese and Church Insurance, that a group or individual either sign a Waiver of Insurance or provide proof of insurance from their own insurance company that lists All Saints' as an "Additional Insured" to cover liability for situations that may occur during your use of a particular space on All Saints' property.

Please choose one Insurance option from the two options provided below.

1. WAIVER OF INSURANCE

If the individual or group is not able to provide said certificate, they may sign a "Waiver of Insurance."

The user shall indemnify, defend and hold harmless All Saints Episcopal Church, South Hadley, MA, and their respective officers, directors, employees, agents, and representatives 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 All Saints Episcopal Church 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 a designated space on the premises or property of All Saints Episcopal Church by the undersigned.

Signed: Dated:

by the Diocese and Church Insurance, that a	group or individual provide a certi	200000
nsurance from their own insurance company	that lists All Saints' as an "Addition	nal
0 1		
REQUEST FOR USE BY A GROUP OR	INDIVIDUAL	
ate of Insurance, the group must contact the	r insurer.	
Dear,		
I have made arrangements with All Saints' Episcopal Church, 7 Woodbridge Street, South Hadley, MA 01075, to use their facilities for I am writing to you to request that All Saints be listed as additionally insured on my homeowner's or general liability policy for the duration of this event.		
The event will be held on and run for If you would please email a PDF copy of the statement of "Additionally Insured" to the church, it would be greatly appreciated. The church email is allsaintschurchoffice@gmail.com. The church phone number is 413-532-8917.		
	Dated:	
	bility for situations that may occur during you tee of Insurance, the group must contact their certificate, they will sign a "Waiver of Insurance applicant to contact their insurance. REQUEST FOR USE BY A GROUP OR the of Insurance, the group must contact their durance, the group must contact their dear	AEQUEST FOR USE BY A GROUP OR INDIVIDUAL atte of Insurance, the group must contact their insurer. Dear, I have made arrangements with All Saints' Episcopal Church, 7 Woodbridge Street Hadley, MA 01075, to use their facilities for I a to you to request that All Saints be listed as additionally insured on my homeowned general liability policy for the duration of this event. The event will be held on and run for would please email a PDF copy of the statement of "Additionally Insured" to the chewould be greatly appreciated. The church email is allsaintschurchoffice@gmail.com church phone number is 413-532-8917.

BUILDING USE REQUIREMENTS

In Case of Emergency: During office hours call the church, 413-532-8917. After hours, Don, our Sexton, lives nearby, and you can call or text him at 413-539-1894.

- 1. All uses of the building and grounds, whether by church ministry teams, parishioners or by outside groups or persons, must be scheduled in advance on the church calendar.
- 2. All uses of the building and grounds for any purposes other than the mission and ministry of the Church must complete this application process in advance.
- 3. Pursuant to the Canons of the Episcopal Church, building usage is subject to the approval of the Rector.
- 4. Arrangements are made for a specific timeframe as stated in this agreement. Users shall not have exclusive rights or privileges to a given space, except by explicit written arrangement.
- 5. Arrangements are made for a specific purpose. Users entering into an agreement to use the facilities for one purpose may not use the facilities for another purpose without prior arrangement with the Parish Office. Note that the request to use the facilities for another purpose or event may require a separate application process.
- 6. Arrangements are made for a specific room (or rooms) in the building. Groups must not use any other parts of the building—except for restrooms and the hallways to/from the assigned place—during the course of their time.
- 7. Setup and cleanup for a space must take place during a single block of time, coinciding with the event and scheduled on the church calendar as such. Setup may not take place on the day or evening before unless there has been prior written arrangements made with the Parish Office.
- 8. No usage by outside groups or persons shall impede the mission and ministry of the Parish. Consequently, under no circumstances shall any non-ministry groups or events use the facilities on a Sunday before 1pm, including set-up.
- 9. Nothing is to be affixed to the floors, walls, doors, or windows with tape, pins, staples, or nails without express written permission from the Parish Office. All decorations must be non-flammable. Lighted candles may not be used as in-room décor. Helium balloons may be used, so long as attached strings are long enough to retrieve them from the ceiling without use of a ladder should they come loose. Scattering of confetti, rice, birdfeed or other similar substances is not permitted anywhere on Church Property. Painter's Tape is allowed.
- 10. Any keys distributed to persons or groups using the facilities may not be lent or shared with other persons, nor are they to be duplicated under any circumstances. All keys must be returned promptly when the persons or groups cease to use the facilities. A \$50 fee will be charged for each lost key.
- 11. The group or person(s) agree to ensure that all thermostats are reset after each use, that all lights are turned off after each use, and that all windows and doors are closed and locked after each use.
- 12. For safety reasons, all children and minors are to be supervised by adults at all times during events on the premises.
- 13. The group or person(s) accept responsibility for any damage incurred on church property, including cost of repairs.
- 14. All Saints' will not be held liable for any injuries or activities conducted by a group or person(s) using the facilities.
- 15. Alcohol may be offered at events. However, if alcohol is being sold and guests are charged, a One Day Liquor License must be obtained from the South Hadley Town Hall. A copy of this license must be on file with the Parish Office one week prior to the event.

On behalf of	(Group Name), I,	(Contact Name), hereby
agree that I and the Group	I represent will abide by these requirements while	e using All Saints' facilities.
Signed:		Dated: