

St. Thomas Aquinas Parish Facility Use Agreement

1. PREMISES AND PARTIES.

St. Thomas Aquinas Parish (hereinafter called "Parish"), hereby agreed to allow (parishioner) _____ (hereinafter referred to as "Party"), the use of (Facility) _____ for the purpose of (event) _____ the day of _____, 20__ from (time) _____ to _____.

2. PAYMENT.

Party shall pay to the Parish \$ _____ for facility rental and \$ _____ for the security deposit. A non-refundable reservation deposit of \$ _____ is due at the time of reservation. The remaining balance is due 30 days prior to the planned event. Rental payment includes utilities, cleaning supplies and general wear and tear.

3. DAMAGE SECURITY DEPOSIT PAYMENT.

A security deposit of \$ _____ is required 30 days prior to the event, out of which any damages, including violation of this policy, will be paid. If no damage occurs, the deposit will be refunded. If damage occurs, the expense of the repair will be deducted from the deposit and balance returned to the Party. Damages exceeding the deposit amount shall be the responsibility of the Party and paid within 30 days of Party's receipt of itemized list for same. St. Thomas reserves the right to refuse the use of any facility to any party with unsettled damage claims.

4. RESPONSIBLE PARTY.

Because of growing liability concerns, St. Thomas Aquinas requires a "Responsible Party" to be assigned by the Party for the event. The purpose of the Responsible Party shall be twofold: 1) Monitor all activities inside and outside of the designated facility, including eating and drinking, and 2) Monitor all alcohol consumption and advise the security officer of any problems related to alcohol consumption. Absolutely no alcohol will be consumed or taken outside of the designated rented area. Responsible Party agrees to work with assigned security officer. The security officer will have final jurisdiction over the scheduled event.

5. MUSIC.

Party agrees that dance music will not start before the end of the 5:00 p.m. Vigil Mass. Music shall end by 11:30 p.m. Violation will result in an additional \$75.00 assessed to the Party. Party further agrees to monitor "appropriate music" played by DJ.

6. VACATING PREMISES.

Party agrees that the facility will be cleared and vacated by 12:00 Midnight. Violation will result in an additional \$75.00 assessed to the Party.

7. ALCOHOL USAGE CLAUSE.

Party will indemnify, defend, and hold Parish harmless for any and all injuries which occur on or off the premises arising out of alcohol consumption. If alcohol is served, Party agrees to the following:

- a. For wedding receptions: A contracted bartender is required when alcohol is served.
- b. Food should be served constantly throughout the event.
- c. No BYOB; guests are not allowed to bring in their own alcohol.
- d. Alcohol will not be served to or permitted to be consumed by an individual under the age of 21.
- e. Alcohol will be dispensed by a contracted bartender or individual/individuals of mature years with sufficient training in serving drinks. The drinks served should be carefully measured, and no double shots of any drink requested should ever be served.
- f. Individual/individuals should not drink while serving.

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- g. Individual/individuals dispensing drinks should serve only one drink at a time.
- h. The individuals serving, as well as the responsible party, must carefully monitor the reception to make sure that liquor is not made available by anyone to those who are less than 21 years of age.
- i. Alcohol will cease being served at 10:30 PM. At this time, coffee and food is to be served.

8. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW.

PARTY HEREBY WARRANTS that the event described in paragraph one will comply with all federal, state and local laws. If the event is in violation of any such law, Party will be solely liable and will indemnify and hold Parish, and its representatives, harmless for any such violation.

9. ST. THOMAS AQUINAS FACILITY USE POLICY.

Party hereby states that they have initialed and read and clearly understand the ST. THOMAS AQUINAS FACILITY USE POLICY and agrees to comply with the terms and conditions therein.

DATED at Wichita, Kansas, this _____ day of _____, 20__.

ST. THOMAS AQUINAS PARISH

PARTY

By _____
Representative

By _____

RESPONSIBLE PARTY

By _____

Method of Payment:

Check or Cash (circle) Amount: _____ Check No. _____

Credit Card Number: _____

Expiration Date: _____ Security Code: ____ _

Name on card: _____

Payment amount: _____

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ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

NAME (Please Print): _____

DATE: _____

ADUHH (01/10)