

Note: this template is generic and not suitable for a specific short term lease or use of space transaction. Any agreement for such short term use must be drafted in the context of the facts of a particular situation and all draft agreements should be reviewed by legal counsel. There may be unforeseen tax and tax exemption consequences as well. Do not “fill in the blanks” and assume that the short term lease or use agreement is complete, legal, reliable or appropriate. Church leadership must seek legal review of all such agreements before signing any binding short term lease or other usage agreements.

DRAFT (Revised 041217 and Further Revised 021423)

Diocese of Colorado

Suggested Guidelines for
SHORT TERM USE OR LEASE OF CHURCH FACILITIES

Our Church, Chapel and rooms are primarily for ministries of the Church, which have priority of use. When not in Church use, we want to make them available to community groups. Our policies for this purpose are set out here. The Church's leadership may, from time to time, make exceptions to some of the rules and requirements stated below. To ask for an exception, make your request in writing well in advance of your event's date.

General Policies

Only Church uses are allowed on Sundays.

Fee and use agreements must be written contracts between (i) community groups, or if such groups are not incorporated as non-profit corporations, then between their leaders, individually and (ii) the Church.

Daytime uses are activities between 9.00 am and 5.00 pm Monday through Friday. Evening uses are between 5.00 pm and 10:00 pm Monday through Friday. Saturday uses are between 9.00 am and 5.00 pm Saturdays. For Daytime rates to apply, activities must end by 4.45 pm weekdays.

No food or drink is permitted in the Church or Chapel.

Except for wedding receptions (see Wedding Addendum), alcoholic drinks are not permitted.

Candles are permitted only with express prior written permission and strict safety rules.

Admission fees, fund raising, and sales of goods are not permitted without express prior written permission.

Publicity for an event requires express prior written permission.

Items may not be affixed to walls without express prior written permission.

Room capacities, shown on the fee schedule, must be observed.

Repeat use agreements (weekly, monthly, etc) may be made for up to six months initially. Thereafter, such agreements may run for as much as 12 months (but always with the right for the Church to terminate) but no longer and every 12 months a new application and agreement is needed.

Community Group must provide acceptable evidence of liability insurance which will protect the Church. Such insurance certificates must name the church and the Episcopal Diocese of Colorado as named insureds and must be in amounts and from companies acceptable to the Church.

If the use is ongoing, and involves children or youth, then the community group must provide evidence to the Church that it has in place an acceptable child and youth protection policy and training which is equivalent to the Church's "Safeguarding God's Children" policies, training, background checks and monitoring.

FEE SCHEDULE FOR USE OF CHURCH FACILITIES

Note: Fees are examples only and each church should identify appropriate charges.

For evening or Saturday use, add \$100 caretaker's fee.

For Church use between October 1 and April 30, add \$10 per hour heating charge.

Required deposit when contract signed - \$100

For weddings and receptions, see Wedding Addendum.

For funerals/memorial services, see Funeral/Memorial Service Addendum

<u>Room and Capacity</u>	<u>Hourly rate</u>
Church (xxx)	\$150
Chapel (xx)	\$75
Parish hall with kitchen (xxx)	\$75
Parish Hall only (xxx)	\$50
Large conference room (xx)	\$25
Small conference rooms (xx)	\$20

Room Request and Scheduling Form

Applicant / Name _____

Name of Group _____

Person to contact - name, address, phones (work, home, cell) email, fax:

Is there a connection between the group and the Church? If yes, explain.

Is your group a 501(c)(3) charity? _____

If so, provide state and federal tax identification numbers:

Is your group an incorporated non-profit corporation? _____

If so, what is the complete name of the group and in which state is it organized? _____

If not, or even if the group is a non-profit corporation but the Church decides it must have Guarantors, provide the names and addresses of persons who agree to be liable to perform the terms of this agreement (note: all such persons must sign the agreement):

Rooms requested:

Dates and times of use – give access time, event's starting time, and ending time, and state whether one-time or repeat event

Number of people attending (note room capacities): _____

Name of Event _____

Number of tables and chairs requested _____
(Other equipment must be furnished by your group.)

Person applying – print name and address _____

Names and Signatures of Persons Assuming Liability for Group's
Performance (if not an incorporated non-profit)

Room Use Agreement Between The Church and Community Group

This agreement is made between _____ (the "Church") located at _____, Colorado, and

_____ (name and address of community group) and the following persons who agree to guarantee and be responsible for all performance by the community group:

Group's contact person - name, address, phones (work, home, cell) email, fax

Rooms: _____

Type of program or use _____

Dates and times of use _____

The fee for this use is _____ of which payment of _____ is acknowledged

The undersigned hereby agree and acknowledge, on behalf of the community group, and, in the case of the Guarantors, for themselves: That he or she has read the Church's general policies on room use and agrees that community group will observe them during uses stated in this agreement;

That community group and the Guarantors accept full responsibility for all claims for damages for death, infection, illness, abuse of any kind, bodily harm or injury or damage to property arising from the group's activities at the Church and agree to indemnity and hold harmless the Church and the Episcopal Diocese of Colorado, and their officers, directors, employees, agents and members from any claim, loss, or liability resulting from the group's use of the Church's facilities and not arising solely from the Church's negligence;

That community group and the Guarantors accept responsibility for any damage to the Church's property arising from the group's use of the Church's facilities and will pay for repair or replacement damaged property;

That the Church may change the rules and regulations from time to time and the Church may terminate this agreement without cause, on reasonable notice, without liability, returning fees paid.

The community group will deliver a certificate of insurance which insures the Church and the Episcopal Diocese of Colorado from any and all liability for damage, claims, injuries or other costs which arise from the community group's use of the Church's facilities. Such insurance shall be reasonably acceptable to the Church and should provide for property damage in the amount of \$100,000/\$300,000 and for coverage for death, infection, illness, abuse of any kind or bodily harm or injury to persons in the amount of \$1,000,000/\$2,000,000. If the use is ongoing, and involves children or youth, then the community group must assure the Church that it has in place an acceptable child and youth protection policy and training and provide for specific child molestation coverage in the same amount.

The community group will comply will all federal and state laws and regulations which may apply, including those which relate to alcohol, taxation and licensing. The community group also understands and agrees to comply with all of the Church's "Safe Church" policies which may apply.

For community group - print and sign name, and state office or other basis for authority to sign

If not an incorporated nonprofit, or if Guarantors are required by the Church, the following persons agree to guarantee the community group's performance of its obligations hereunder:

(Signature of Guarantors): _____
Printed Name
Date: _____

Printed Name

Date: _____

Printed Name

Date: _____

For the Church: _____

Title: _____

Date:

Addendum A

Weddings and Wedding Receptions at the Church

(TBD)

Addendum B

Funerals and Memorial Services at the Church

(TBD)