Facility Use Agreement

Revised August 13, 2018

The Church of the Nativity welcomes the use of its facilities by the community and considers this to be part of our ministry in downtown Greenwood. The Vestry has approved guidelines for utilization of church property. Guests must read and honor these in their entirety. Questions or concerns should be directed to the church office at (662) 453-7786.

<u>AVAILABILITY</u>

- Permission for any event must be given by the Rector.
- A parishioner may use any room for 2 hours or less with no charge. The clean-up policy must be adhered to for these purposes.
- Birthday parties, showers, weddings, and rehearsal dinners may be held by parishioners only.
- In the event of a scheduling conflict, functions sponsored by Nativity take precedence. If possible, advance notice will be given if changes to the church function calendar are needed.
- An event request form and payment in full must be completed in order to reserve a space.
- No person or organization shall be permitted the regular use or rental of the facilities of the church if such use constitutes a trade or business.
- Groups or persons seeking permission to use Nativity property are responsible for all set-up before the event unless otherwise arranged with the Rector. One week prior to the event, the Parish Administrator will determine when a space will be available for setup.

CARE OF SPACE

- No smoking is allowed on church property.
- Items that belong to the church (including but not limited to linens, flatware, dishes, cookware, and glassware) are not to be used by renters. Paper products and other disposable goods shall be provided by those renting the facility.
- Nothing may be hung on the walls in any of Nativity's facilities. Furniture or fixtures may not be moved or removed from any rented areas without prior approval of church staff.
- All buildings, grounds, and equipment must be left in the same condition as they were
 found. The persons or organizations using the facilities will promptly reimburse Nativity for
 any and all losses or damage occurring during the use of the facilities.

CLEANING

- Groups or persons seeking permission to use Nativity property are responsible for all cleanup after the event in order to ensure that the functioning of the church and school are in no way interrupted. Clean-up must take place immediately following the event.
- Clean-up responsibilities of the renting parties include disposal of all trash generated. Similarly, if permission has been given to use Nativity's furniture, tables, or chairs, these must be returned to their proper place immediately after the event.
- Items are not to be left overnight in the kitchen. Caterers or the hosts themselves are responsible for cleaning and removing all food and dishes.
- A fully or partially-refundable \$500 damage deposit is required of all events. This deposit
 will be refunded in full or in part based on the facilities being in no way damaged, the event
 ending by 10pm, all rental and catering equipment being either removed or organized and
 placed in the parish hall closet, and cigarette butts not being found on the patio.

SATURDAY NIGHT EVENTS

• In order to ensure facilities are appropriately prepared for Sunday morning worship and Christian formation, wedding receptions and other large events on Saturday evenings will be required to contract with a professional cleaning service that is approved by the rector.

MISCELLANEOUS

- It is the responsibility of the guest to communicate all information contained within this agreement with any caterer who may assist with an event. The caterer's signature on this agreement is required 30 days before the event to reserve the space.
- Cancellation requests must be submitted in writing at least 30 days prior to the event/rental of the facility. All payments will be refunded minus a \$50 cancellation fee.
- All alcohol use must comply with the Episcopal Diocese of Mississippi Alcohol Policy, attached to this document. Alcohol may be served during events, but if alcohol is sold or a cash donation bar is included in the event, a temporary liquor license must be obtained.
- All persons and organizations requesting the use of Nativity's facilities agree to defend, hold
 harmless, and fully indemnify Nativity Church, to include payment of attorney's fees in the
 event of accidents or injuries to participants or damage to the property during the requested
 function or event. Nativity Church and its staff or members accept no responsibility for the
 property of others while used in or on the premises or left by those participating in the
 scheduled event.

• The Church of the Nativity reserves the right to refuse to lease the facility for any purposes or on any date it deems to be detrimental to or not in the best interests of the Church of the Nativity. The terms and conditions herein may be modified as agreed between the Renter and the Church of the Nativity only to the extent such terms and conditions are in writing and mutually agreed to by both parties. Failure to comply with the terms and conditions of this contract will result in additional charges, the refusal of the Church of the Nativity to permit the event and actions by the Church of the Nativity to enforce this contract for damages including payment of attorney's fees and costs by the Renter.

FACILITY USAGE FEES

• All fees received for the use of Nativity facilities are divided between facility upkeep and the community ministries of the congregation.

Parish Hall: (includes kitchen)

Parishioners: \$500 Guests: \$1,000

Kitchen: (in use as rental facility other than with Parish Hall)

Half-Day Parishioners: \$100 Guests: \$200 Full Day Parishioners: \$200 Guests: \$400

Lucas Library:

Half-Day Parishioners: \$50 Guests: \$100 Full Day Parishioners: \$100 Guests: \$200

Parlor:

Half-Day Parishioners: \$50 Guests: \$100 Full Day Parishioners: \$100 Guests: \$200

Meeting Room: (adult Sunday school room)

Half-Day Parishioners: \$50 Guests: \$100 Full Day Parishioners: \$100 Guests: \$200

NON-PROFITS: (Organizations that have dues or money-raising activities, ex. Jr. Auxiliary)

All spaces: Half-Day \$50 Full Day \$100

EXEMPTIONS TO FEE SCHEDULE: Twelve-step programs; support groups, small groups without dues or money-raising activities (ex. book clubs, bridge clubs) are encouraged to make a donation to Nativity if use is on a regular basis. Other exemptions may be made at the discretion of the Rector.

FACILITY USE, RESERVATION, AND RENTAL AGREEMENT

Return contract and payment to: The Episcopal Church of the Nativity, P.O. Box 1006 Greenwood, MS 38935 Name of Group/Event: _____ Date of Event(s): Time/Duration of Event:____ Type of Event: Workshop Reception Other (please explain) Contact Name/Renter: Phone: _____ Fax: ____ Expected Attendance: _____ Email: Nativity Member Contact Person: Parish Hall Kitchen ☐ Parlor Facility Space Requested: Lucas Library Meeting Room Additional: Coffee & Tea (\$50) Damage Deposit (\$250) Clean-up Fee (\$500) Total Fees: \$ A check/cash is enclosed for the deposit required to reserve the space (50%). I understand that the full payment is due 30 days prior to the start of the event. A check/cash is enclosed for the full rental amount. Returned check fee is \$35. A check/cash is enclosed for the damage deposit of \$. * Signature of Renter The undersigned acknowledges and represents that he/she has read and understands all terms and conditions set forth in the Rental Use Agreement attached hereto. Further he/she agrees to comply with and be legally bound by such terms and conditions. Full Name/Title/Organization (please print) Date Renter's Signature/Title/Organization Date Caterer's Signature (at least 30 days prior) Date Rector's Authorized Signature Date CHURCH OFFICE USE Date of Approval: Approved: Yes No Donation/Fees Paid: \$ Received by: Date:

Copy to be given to applicant after approval. Original to be obtained in church files.

Form of payment: Check Cash