

MOTHER CABRINI COMMUNITY CENTER

Rental Check List

① RA #1
8/01/02

Once contacted by potential client -

- Check with Parish secretary to see if MCCC is available on date requested
- Complete Room Reservation Form (Calendar)
- Collect deposit
- Complete rental agreement
- Complete Diocesan Insurance form
- Provide Occupant with the Diocese of Galveston-Houston's Alcoholic Beverage Requirements and Procedures
- Arrange for security
- Arrange for SFC representative
- Collect all remaining fees
- Provide Occupant with the MCCC check list

FEES AND DEPOSITS	AMOUNT	REC'D BY	DATE
Reservation Fee	\$ 50.00		
Rental Fee [] Parishioner	\$450.00		
[] Non-parishioner	\$650.00		
Damage Deposit	\$200.00		
Liability Insurance Fee	\$ 25.00		
Security Fee: Officer(s) for hrs. @ \$20/ Hr.	\$		

OCCUPANCY AGREEMENT

For the use of St. Frances Cabrini Facilities in the
Diocese of Galveston-Houston

THIS AGREEMENT is entered into by and between ST. FRANCES CABRINI, a Parish of the Roman Catholic Diocese of Galveston-Houston (herein called "Owner") and _____ (herein called "Occupant") whose mailing address is _____.

WHEREAS Occupant wishes to lease a portion of Owners facilities and Owners facilities are available for lease, both parties enter into this AGREEMENT to set forth the terms of the use and Owner hereby leases the following described portion of Owner's facilities and agrees to provide the facilities subject to and in accordance with the terms herein set forth:

- 1) Facilities/Use: Occupant shall have access to and use of the
MOTHER CABRINI COMMUNITY CENTER
 - a) Beginning at _____ M. and continuing through _____ M. on _____, 200__
- 2) Fees: Occupant agrees to pay Owner a total fee of \$ _____. Owner hereby acknowledges payment by Occupant of \$ _____ in full payment of the occupancy fee. Additionally, Owner acknowledges receipt of a damage deposit of \$ _____ from Occupant to secure Occupant's performance of its obligation under this Agreement. (SEE ATTACHED AMENDMENT)
- 3) Services: Occupant agrees to pay for security to be arranged by Owner as follows:
 - a) _____ Police Officer(s) for _____ hours at a total cost of \$ _____.
- 4) Insurance: Owner hereby acknowledges receipt from Occupant of an application for Special Events coverage through the Catholic Mutual Group or a certificate of insurance with coverage limits at the minimum level prescribed by the Diocese and naming the parish and Bishop Joseph A. Fiorenza as additional insured. A copy of the application or certificate of insurance is attached hereto. (PROOF OF INSURANCE TO BE ATTACHED)
- 5) Utilities: Owner shall furnish to the facilities during Occupant's use hereof normal lighting and heat or air conditioning, as appropriate. Occupant shall be entitled to use, in connection with this agreement and at no additional fee, the special lighting and sound facilities, if any, installed in the Owners Facilities. Occupant, its employees, invitees and customers shall be entitled, in connection with occupants use of the Facilities and at no additional fee, to ingress to and egress from the Facilities over Owners property on which the Facilities are located along the routes designated by Owner and to the use of the parking areas designated by Owner for occupants of the Facilities. (SEE ATTACHED AMENDMENT)
- 6) Assignment: Occupant's rights hereunder are not assignable and the Occupant shall not be entitled to sublet any part of the Facilities.
- 7) Hold Harmless: Occupant shall become thoroughly familiar with the Facilities prior to entering into possession hereunder, and accepts the same in their present condition. Owner shall not be liable to Occupant for any personal injury or property damage in or about the Facilities in the absence of Owner's gross negligence. Occupant shall indemnify and hold the Owner, the Roman Catholic Diocese of Galveston-Houston (herein called the "Diocese"), Bishop Joseph A. Fiorenza and the officers, agents and employees of the Owner and the Diocese, harmless from and against all liabilities, claims and judgments, including costs and attorney's fees and expenses related thereto, for personal injury to and death of any person, and for loss of or damage to any property which arises out of, or is in any way connected with Occupant's use of the Facilities, including any personal injury or death, or loss or damage to property arising out of the concurrent or sole negligence of Owner.

- 8) Care for Facilities: During the term hereof Occupant shall keep the Facilities in a neat and clean condition, permit no waste or injury, and make no alterations thereto. Occupant shall not permit any unlawful, dangerous, inflammable or explosive substance on the Facilities.
- 9) Rules and Regulations: Occupant and its employees, invitees and customers shall comply with all applicable laws, ordinances and regulations (including those relating to the service and consumption of alcoholic beverages) and Owner's regulation (including those regarding the service and consumption of alcoholic beverages, prohibition of firearms, ingress to and egress from the facilities, and parking on Owner's property on which the Facilities are located). Occupant acknowledges he has obtained a copy of the **Diocese of Galveston-Houston's Alcoholic Beverage Requirements and Procedures**, and agrees to comply with these procedures.
- 10) Vacating Facilities: At the expiration hereof, Occupant shall have vacated the Facilities and removed therefrom all personal property brought by Occupant and its invitees and customers onto the Facilities, shall promptly and peaceably quit and surrender the Facilities to Owner in as good condition and state of repair as at the commencement hereof, and shall reimburse Owner, on demand, for Owner's cost of restoring and repairing any damage done to the Facilities during the term hereof.
- 11) Damage Deposit: If Occupant fully complies with its obligations hereunder, the damage deposit shall be returned to Occupant within ten (10) days after the expiration of the term hereof. In the event Occupant fails to fully comply with its obligations hereunder, Owner shall have the option of causing such compliance at Occupants expense, deducting the cost thereof from the damage deposit and returning the balance, if any, to Occupant within ten (10) days after the expiration of the term hereof, or if the damage deposit is inadequate, holding Occupant liable for any excess.
- 12) No verbal modification of this Agreement shall be recognized. Additional terms and provisions, if any, shall be set forth in a written Addendum (AGREEMENT) attached hereto and signed by both parties.

Executed in duplicate this _____ day of _____ 200__.

FOR OWNER

FOR OCCUPANT

By: _____

By: _____

Title: _____

Address: _____

Zip: _____

Phone: _____

**AMENDMENT: MOTHER CABRINI COMMUNITY CENTER OCCUPANCY
AMENDMENT**

OVERALL CONCEPT OF GIVING

This concept of giving is based on the idea that each individual, as well as the total community of St. Frances Cabrini, has a need to give based on the new life we have received through Jesus Christ. St. Frances Cabrini Parish recognizes that commitment is basic to Christian life. As St. Paul says:

"He who sows sparingly will reap sparingly, and he who sows bountifully will reap bountifully. Everyone must give according to what he has inwardly decided; not sadly, not grudgingly, for God loves a cheerful giver."

2 Corinthians 9:6-7

St. Frances Cabrini Parish emphasizes that everyone must give according to what they have inwardly decided. There is a very basic need for each of us to inwardly decide and then make a commitment. This commitment helps to bind us together in Christ, and includes our resources of prayer, time, talent and treasure.

It goes deeper than just answering the needs of others, for unless we cheerfully make a commitment of ourselves we cease being channels through which God the Father bestows His blessings and life upon others. If we are not willing to commit ourselves, our life in Christ withers. All we have comes from God, and we become most alive when we share our gifts with others in love.

Our Parish accepts the principle that each parishioner be allowed to make a personal commitment to St. Frances Cabrini community. This commitment (time, talent and treasure) made after prayerful deliberation, will fulfill each person's response in Christ to the community of St. Frances Cabrini and its activities.

Jesus gave us a new commitment – to love one another as He loves us. Jesus loved with total commitment even unto death. It is the commitment we have for each other that confirms our love. We, as individuals, need a meaningful way to be able to commit ourselves to each other to form the community of St. Frances Cabrini. Likewise, the community of St. Frances Cabrini needs a meaningful way to commit itself to bring Christ's divine life to others. Commitment is the means for fulfilling these needs, and is the very essence of our being alive in Christ as individuals and as a community

St. Frances Cabrini Catholic Church
 10727 Hartsook
 Houston, Texas 77034
 (713) 946-5768

MOTHER CABRINI COMMUNITY CENTER AGREEMENT AMENDMENT

Responsible Individual: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____
 TYPE OF FUNCTION: _____
 Community Center Rented For: _____ (Month) _____ (Day) _____ (Year) _____
 REQUESTED RENTAL TIME: Entering: _____ Departure: _____ (Midnight Deadline)
 Will Alcohol Be Present/Available At Your Event? Yes [] No [] If Yes, Explain: _____

Rental Fee, Damage Deposit, Security, Liability Insurance. \$ _____ Due _____ (Date)
 If ALL fees are not paid at this time, this reservation is null and void!

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- To Make a Reservation: Agreement must be signed and returned to Parish Business Office.
 Non-refundable reservation deposit of \$50.00
 - To Confirm Reservation: Rental Fee of \$450.00 - \$650 if non-tithing, see sec. 5e
 - Damage Deposit: Damage Deposit of \$200.00 – Refunded within two (2) weeks if there is no damage to the Center and/or violation of the rental agreement
 - Liability Insurance: Special events liability coverage \$25.00 – paid separately
 - Security : Security - ___ Police Officer(s) at \$20/hr for ___ hours = \$ _____
 - Entry Time: The Center will be available three (3) hours prior to rental time.
 - Inform All Concerned: Give a copy of this Rental Agreement to any Food Caterers, Disc Jockeys, Musicians, Decorators and Bartenders so these individuals will be informed of restrictions in use of the Community Center.
 - Contact Person: In case of emergency, contact: _____

BELOW TO BE FILLED IN BY PARISH ADMINISTRATION OFFICE ONLY			
Reservation deposit: \$50	Check # _____ or Cash []	Received by: _____	Date: _____
Rental Fee: \$450			
Rental Fee: \$650	Check # _____ or Cash []	Received by: _____	Date: _____
Damage Deposit: \$200	Check # _____ or Cash []	Received by: _____	Date: _____
Liability Insurance: \$25	Check # _____ or Cash []	Received by: _____	Date: _____
Security - Police Officer(s): \$	Check # _____ or Cash []	Received by: _____	Date: _____

MOTHER CABRINI COMMUNITY CENTER AGREEMENT AMENDMENT

1) FEES

- a) A NON-REFUNDABLE reservation deposit of \$50.00 is due at the time of contract signing.
- b) The remaining RENTAL FEE of \$450.00 (or \$650) is to be paid thirty (30) days prior to the date of the event. This total amount of \$500.00 includes heavy clean up.
- c) A REFUNDABLE DAMAGE DEPOSIT against damages or violation of contract in the amount of \$200.00 is also to be paid thirty (30) days prior to the date of the event. This will be returned two weeks following the use of the facility IF there are no damages or violations of contract. Renters are required to cover any additional damages that may exceed the \$200.00 deposit.
- d) At the directive of the Diocese of Galveston-Houston, a Special Events Risk Policy (Liability) is mandatory and the cost is \$25.00 per event. This fee is to be paid thirty (30) days before the scheduled event. This fee will be refunded only if the event is canceled.
- e) St. Frances Cabrini Parish being guided by the principle of Time, Talent and Treasure; (i.e., giving the first fruits of one's labor back to the Lord), requires an ADDITIONAL \$200.00 RENTAL FEE for those NOT participating in the support of the parish.
- f) ONE (1) uniformed officer per 100 people in attendance must be contracted for the entire length of the function at a rate of \$20.00 EACH PER HOUR. If the officers are required to work longer than originally contracted, they must be paid for the extra time. Arranging for officers to work an event must be handled through the parish business office, and the fees are to be paid by the Renter before the scheduled event.
- g) If all fees are not paid thirty (30) days prior to the date of the event, the reservation will be canceled.
- h) All renters, both private and non-profit, shall pay the security deposit and the Diocesan Indemnity fees. Non-Profit organizations shall pay a non-refundable custodial charge of \$75.00.

2) DECORATIONS

- a) Tacks, tape or other such items are NOT to be used on the ceiling, painted walls or floors.
- b) Nothing may be hung from the fans.

3) FIRE POLICY

- a) In case of fire or other emergency, begin evacuating all guests by means of designated exits and call 911 from telephone in kitchen.
- b) Extinguishers are marked on floor plan and displayed prominently in the community center.

4) IMPORTANT INFORMATION

- a) No rice, birdseed, confetti, rose petals, glitter or other similar materials will be thrown in any part of the facilities, on walkways, or in parking areas.
- b) The level of music must not exceed the City of Houston's noise ordinance.
- c) Information on the use and cleaning of kitchen equipment can be found on the wall cabinet adjacent to the stove.

5) CLEAN UP

- a) A janitorial service will be provided after a function. This includes: Trash pick up and disposal in the dumpster, putting tables and chairs in storage, cleaning up restrooms, turning off all the lights, and locking all doors and gates.
- b) The party reserving the facility is expected to:
 - i) Remove all items (including all decorations) brought in by the renting party (and/or those with whom they have contracted) from the premises immediately after the function. The parish will not be responsible for any items left on the premises.
 - ii) Restore the kitchen and all its equipment (including coffeepots, if used) to their original condition.

- c) CLEAN UP OF THE KITCHEN IS NOT INCLUDED IN JANITORIAL SERVICE.
- d) Review the checklist attached before leaving the community center after the function.

6) COMMUNITY CENTER RENTAL ALCOHOL POLICY

- a) ALCOHOLIC BEVERAGES ARE PERMITTED ONLY IN MODERATION UNDER THE FOLLOWING GUIDELINES:
 - i) The sale of alcoholic beverages is PROHIBITED.
 - ii) NO alcoholic beverages may be brought into the event except those provided by the host. No BYOB's are allowed.
 - iii) Alcoholic beverages are prohibited in all areas except the
 - iv) Alcohol is prohibited at all youth activities including Quinceaneras.
 - v) Alcohol must NEVER be served to anyone under 21.
 - vi) Anyone who is already intoxicated will not be permitted to enter the Mother Cabrini Community Center.
 - vii) No illegal substance may be brought onto the property of St. Frances Cabrini Parish.
 - viii) The Parishioners who sponsor a private function will be held responsible for adherence to these guidelines.
- b) The following rules must also be observed when serving alcohol: A pre-existing plan should be devised to handle an individual who has had too much to drink. This plan should include: Alternative methods of transportation home after the function should the individual be in a diminished or incapacitated state and unable to drive a vehicle; and a method to limit or stop an individual's consumption should he or she have had too much to drink.