



**SAINT JAMES' EPISCOPAL CHURCH**  
*Bringing People to Christ and Helping Them to be Christ-like*

**Building Use Rental Agreement**

This confirms the reservation of \_\_\_\_\_ (room) for \_\_\_\_\_ (date).

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Time of Function: \_\_\_\_\_ (Maximum: 6 hours\*) Attendance: \_\_\_\_\_ (maximum \_\_\_\_\_)

\* Functions may not start before 8:00 a.m. and must be ended by 10:00 p.m. No overnight stays.

**FEE SCHEDULE:**

Sanctuary:	Parishioner - \$400.00	Non-parishioner - \$600.00
Tucker Hall:	Parishioner - \$300.00	Non-parishioner - \$500.00
Parish Hall:	Parishioner - \$300.00	Non-parishioner - \$500.00
Outdoor Pavilion:	Parishioner - \$250.00	Non-parishioner - \$400.00
Meeting Room:	Parishioner - \$100.00	Non-parishioner - \$250.00

**Kitchen use:** \$100.00 - for prep area only (*Use of stove/oven/microwave is not permitted*)

**Sexton:** \$25.00/hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_ (*must be present for the duration of event*)

**Security:** For all events, 2 constable peace officers are **mandatory** at the rate of \$150.00 per officer. Fees are paid directly to the officers at the time of the function.

**Audio/Visual Equipment:** A trained technician from the church Audio/Visual Guild is available for functions held in the sanctuary requiring use of A/V equipment. Fees for this service are determined by the technician and paid directly to him or her.

**Refundable Damage Deposit:** \$200.00. This must be paid by all non-parishioners. After inspection of the church buildings by the Junior Warden or Secretary, deposits will be returned within 5 business days provided no penalties are assessed.

Room Fee	_____
Sexton	_____
Deposit	_____
Total	_____

Parishioner may be defined, at the discretion of the Rector, as an active member of St. James' Episcopal Church and an immediate family member of an active member. There are separate building use customs and fees for weddings and funerals. Ask the secretary for these if needed. **All fees must be paid in full and are to be paid to St. James' Episcopal Church at least one month prior to function date.** Rentals occurring less than 30 days prior to event must make full payment at the time of the reservation. Cash, check, money order and major credit card are acceptable forms of payment.

Lessee agrees that the Church may, at its sole discretion, terminate this agreement and right of possession of the halls or meeting rooms, if the lessee fails to abide by the terms of this agreement. Any violation of these terms could result in immediate cancellation of the event, forfeiture of deposits/rental fees and denial of future use of facility. Lessee certifies that he/she has read and agrees to abide by the "Building Use Policies" and fee schedule. It is our hope that this policy will be helpful in your planning and that you will feel an inviting Christian environment here at St. James'.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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for office use: rec'd: \_\_\_\_\_ Deposit: \_\_\_\_\_ Fees paid: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICATION FOR USE OF FACILITY AND WAIVER AND RELEASE OF LIABILITY AGREEMENT  
(Do not sign this agreement until after you read it and made sure there are no blank spaces.)**

Lessee \_\_\_\_\_ desires to use the facility located at **3129 Southmore Boulevard, Houston, TX 77004** on \_\_\_\_\_. In consideration of being permitted to use the facility, the undersigned lessee waives, releases, and discharges St. James' Episcopal Church, the Diocese of Texas, its officers, agents, directors, volunteers and employees (collectively "The Church") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively "damages") whether caused by the active or passive negligence of the Church, while the undersigned lessee is in, upon or about the facility premises.

Lessee also acknowledges, agrees and represents that he/she has or immediately upon entering will, inspect the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the lessee finds and accepts the facility and equipment as being safe and reasonably suited for use. Lessee accepts the facility in its present condition, and is without representation or warranty by the Church as to the condition of the facility, or as to the use or occupancy which may be made of it. Lessee also waives, releases and discharges the Church from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused by the condition and/or maintenance of the facility or any equipment.

Lessee also agrees to release, hold harmless, defend and indemnify the Church from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the facility by the third party pursuant to this application.

The undersigned lessee further expressly agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion of the Application and Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Lessee certifies that he/she has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.**

**Signature of Lessee:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **POLICIES FOR USE OF CHURCH BUILDING FACILITIES:**

All property is under the jurisdiction of the Episcopal Diocese of Texas.

Inquiries about availability of halls and rental spaces may be made by contacting the church office at (713) 526-9571. All church functions receive priority. Requests for use of church buildings must be presented to the Rector, Junior Warden or the Church Secretary. Only completed rental agreements turned in to the church office will confirm reservations. Reservations may not be made by phone.

All groups are expected to notify the church secretary of any changes in time or date of function.

The Sexton acts as the church representative for all functions and must be present for the duration of the function. The Sexton will give you access to the buildings and campus, handle all room set-ups, and is responsible for locking the building when function is over. The sexton is the point of contact during all functions.

Off-duty peace officers must be in attendance during the entire course of any function. Lessee will pay the total cost of the officers directly at the time of the function.

Rental fees include room set-up (*tables and chairs only*). Lessee may arrive 30 minutes prior to function for decorating or any other room preparation. Please no tape, tacks, staples, push pins, glue, etc. are to be used on the walls, structures, windows, doors, floors or furnishings.

Kitchen may be used for preparation and storage area only. ***Absolutely no cooking is permitted on site.*** Ours is a commercial kitchen and requires a licensed St. James' member (certified by the Health Dept.) to be present for any cooking. The presence of this person is not part of this building use rental agreement.

No items are to be removed from the refrigerators, freezers, closets, cabinets or shelves.

Supplies such as plates, napkins, cups, flatware, serving dishes/platters/ utensils, table coverings, warmers, coffee, ice, etc. will be furnished by the lessee.

No pets or animals allowed in the buildings. (Exception: service animals for the blind/handicapped or when animals are part of a controlled presentation. The church office must be notified if animals are part of the function and give approval for said animal presence.)

Smoking is strictly prohibited inside all campus buildings.

The clean-up of the church halls and meeting rooms is the responsibility of the lessee and includes returning the facility to its original condition before leaving: removal of any decorations/meeting materials/food, cleaning, and trash removal from building.

Lessee hereby agrees to assume responsibility for the conduct of all guests – invited or not.

Lessee assumes all liability for any damages to rental hall or meeting room caused by hosts and/or guests.

Any charges incurred by the church because lessee failed to meet their responsibilities spelled out above, shall be deducted from the damage deposit.

### **Alcohol/Drug Policy:**

- The church allows limited use of alcohol at events on its grounds. With its use comes the expectation that all participants will conduct themselves in ways that preserve the goals, image, dignity and beauty of the church, and assure the personal comfort and safety of other participants and the public. It is the responsibility of lessee, not the church, to supervise the use of alcoholic beverages in accordance with this policy.
- Alcohol served is limited to beer and wine brought on the church premises by the lessee. Any beverage that contains alcohol must always be clearly labeled. Alternate non-alcoholic beverages are to be offered to participants at any function with equal hospitality.
- Lessee hereby assumes full responsibility to ensure that no alcoholic beverages are made available, accessible or served to persons under the legal drinking age, even from a parent or guardian.
- The sale of alcohol is prohibited.
- Advertising and publicity for events at St. James' are not to mention alcoholic beverages even if they are to be available.
- Through the parish secretary, the church is to be notified in advance of the intent to serve alcohol. Moderate usage is expected.
- **THE USE OF ALCOHOL AT EVENTS OR ACTIVITIES FOR CHILDREN OR YOUTH IS STRICTLY PROHIBITED.**
- **CONSUMPTION TO THE POINT OF INTOXICATION WILL NOT BE TOLERATED AND WILL RESULT IN IMMEDIATE CANCELLATION OF FUNCTION.**
- **LESSEE IS RESPONSIBLE TO INSURE THAT NO ILLEGAL DRUGS OR OTHER CONTROLLED SUBSTANCES ARE PRESENT OR USED IN THE HALLS OR ON THE CHURCH PROPERTY DURING THE FUNCTION. ANY SUCH ACTIVITY WILL RESULT IN IMMEDIATE CANCELLATION OF FUNCTION AND AUTHORITIES WILL BE NOTIFIED.**