

Facility Usage Policy

Rental & Services Agreement

Updated: 11/15/2022

St. Luke's Episcopal Church offers many rental options throughout our church campus. Our Church Administration, the Vestry, and congregation would like to welcome the community to share in the beauty here and make our space available to external groups and organizations. Please remember that our facilities and furnishings are gifts from God and our parishioners and that we reserve the right to rent to those whose intent and message supports our mission. The following facility usage policy must be adhered to when renting our space.

**GENERAL RULES:**

1. Rentals will be not generally be allowed during scheduled church services.
2. No Smoking anywhere on the property, including in our posted parking lots (including smokeless tobacco or VAPE).
3. Alcohol
  - a. No hard alcohol or spirits to be sold or served on the property.
  - b. Alcoholic beverages are limited to beer and wine. For any non-church related functions, a certificate of insurance is requested with the rental agreement if beer and/or wine is to be served.
  - c. Food must be available at all functions where alcohol is served, as well as non-alcoholic beverage options.
  - d. No announcements or promotional materials of the event should imply that drinking alcohol is a social requirement; nor should they be part of the title of the event.
4. Renter agrees to confine the activity to the area allowed by this agreement.
5. Children must be supervised during the event at all times and should ONLY be in the authorized rental area(s).
6. Nothing may be attached in any manner to the walls or fixtures (e.g., No tape, nails, sticky putty).
7. All federal, state, and local laws and ordinances must be followed. Any violations of local, state, or federal laws will result in removal of the offensive party up to and including in the termination of the event with forfeiture of all sums paid.

**FACILITY RULES:**

1. Cleaning
  - a. All garbage must be emptied, bagged, and put in the boiler room at the end of the event.
  - b. Floors need to be swept, and spills need to be wiped or mopped up.
  - c. Any equipment used needs to be wiped down clean or run through dish washer as necessary.
  - d. Kitchen renters should ensure that floors, surfaces, appliances, and sink have been cleaned.
  - e. Remove any decorations, supplies, food, or beverages brought in.

2. Electricity/HVAC
  - a. All lights, fans, and/or electronic equipment must be turned off after the event.
  - b. Thermostat controls are to be changed only by church personnel.
3. Equipment rentals must be properly put back into the storage areas or put back as they were found (e.g., table & chair set-ups, utensils, dishes).
4. Inform the church attendant when the last person is out of the building to ensure locked doors.
5. Parking as available in the posted church lots is at your own risk.
6. The main entrance near the corner of 4th and Main Streets is to be used exclusively when renting the Undercroft space(s).

## **DONATIONS:**

1. Payment in Full of all rental donations is required no less than one week in advance of event date, or any deposit will be forfeited.
2. A 25% deposit is required with the Rental Agreement submission. The deposit will be returned after the event and satisfactory inspection of the facility for damage has been assessed by St. Luke's. Any damage that is known should be reported immediately during the event to the church attendant or as soon as reasonable to the church administration.
3. Cancellation of Event: notice must be provided within 48 hours of the event start time, or any deposit will be forfeited. The Church also has the right to cancel an event with a 48-hour notice and full return of any monies paid as of that time.
4. Suggested donations for any church-supported event/group or partner will be evaluated on a case-by-case basis.
5. An in-kind donation of the value of the fee may be negotiated with Church Administration.
6. Space can be rented as stand-alone rooms or in package deals. **See Donation Structure page.**
7. There is a two-tier rental structure: One for church members and partners; and one for all other organizations (non-profit or for-profit). There also will be a separate Wedding & Reception policy and donation structure.
8. Rental times are for up to 8 hours from stated start time. Additional fees may be assessed by Church Administration for time required beyond the 8 hours.
9. Musical Instruments
  - a. If the St. Luke's organ is used, the American Guild of Organists rules apply and need to be followed. Please contact the church Director of Music separately.
  - b. Any other instrument that is desired for use must be pre-approved by Church Administration.

## **LIABILITY:**

St. Luke's assumes no liability for damages, injuries, theft, loss, or obligation in connection with the use of the Church premises. Renters shall be liable for any damage to Church premises above and beyond any fees. The renters agree that they accept the premises in an "as is" condition.

According to National Church guidelines, we require that an organization have its own liability insurance and a certificate of insurance be submitted with the rental request form.

The renter agrees and accepts to Release, Waive, and forever discharge St. Luke's Episcopal Church and the Episcopal Diocese of Western NY, and their respective officers, employees, volunteers, and agents from all claims and liability for any injury, damage, or loss arising out of, or in connection with, participation in the above described activity, and further agrees to hold harmless and indemnify the Church and WNY Diocese from any losses, damages, costs, or expenses incurred by

the undersigned arising out of, or in connection with, participation in the activity. The renter acknowledges that they are aware of equipment and safety regulations and will comply with each regulation, ASSUMING ALL RISK for themselves and all liability to others for failure to do so. No oral representations or inducements have been made to obtain signature on this agreement. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

**SUGGESTED DONATION STRUCTURE**

**Usage is for up to 8 hours. Any time required beyond that may be assessed additional fees.**

**No tablecloths or linens are available for rental. No sterling silverware is available for rental.**

**Fees for recurring events can be negotiated with Church Administration**

<b>Cleaning Fee:</b>	<b># of Attendees</b>	<b>Fee</b>
Small Group/Event	1-30	\$25.00
Medium Group/Event	31-149	\$50.00
Large Group/Event	150+	\$100.00

**Rental Donation:**

<b>Members / Church Partner</b>	<b>All others</b>	<b>Name of Rental Area</b>
\$50.00	\$100.00	Kitchen
\$100.00	\$250.00	Undercroft: Main Hall / Bathrooms / Serving Area
\$50.00	\$100.00	Stage: Johnson Family Room
\$25.00	\$50.00	Fenn Library
\$35.00	\$75.00	Room 1 - Media Room - Anderson Room
\$25.00	\$35.00	Room 2 - Angle Door Room
\$25.00	\$35.00	Room 3 - Class Room
\$150.00	\$400.00	All Undercroft spaces w/ Kitchen
\$150.00	\$300.00	Church Nave and Chancel
\$75.00	\$150.00	Chapel

**Equipment Rental  
List**

<b>Members / Church Partner</b>	<b>All other organizations</b>	<b>Name of On-Site Equipment</b>	<b>Number Required</b>
		Rectangle Tables	
		Round Tables	
		Cocktail (High) Tables	
		Chairs	
		AV (TV/DVD)	
		Microphones / Sound Equipment	
		Dinnerware	
		Utensils	

## RENTAL REQUEST & SERVICES AGREEMENT

Date of Request:

Event Date:

If repeat event, Start Date:

End Date:

Event Start Time:

Event End Time:

Name / Type of Event:

Name & Type of Organization:

Primary Contact

Name / Title:

Billing Address:

Email address:

Phone Number:

On-site Event Contact if different from primary contact:

Estimated Maximum Attendance:

Are you charging admission or an attendance fee for your event?

Set-up

Start Time / Date:

Clean up End Time:

Total Rental Duration in hours:

Name of Caterer:

Caterer Contact Information:

Total Rental Fee: \$

Due Date:

25% Deposit Amount: \$

Date received:

Copy of Promotional Materials submitted:

**Certificate of Insurance: Required.** Attach a copy of your Certificate of Insurance naming St. Luke's Episcopal Church as an additional insured.

**Hold Harmless Agreement:** Required for all events.

I/We the undersigned, in consideration of being allowed to use the property and facilities of St. Luke's Episcopal Church, 410 N. Main Street, Jamestown, NY 14701, do agree and accept to Release, Waive, and Forever Discharge St. Luke's Episcopal Church and the Episcopal Diocese of Western NY, and their respective officers, employees, volunteers, and agents from all claims and liability for any injury, damage, or loss arising out of or in connection with participation in the above described activity, and further agree to hold harmless and indemnify the Church and WNY Diocese from any losses, damages, costs, or expenses incurred by the undersigned arising out of or in connection with participation in the activity.

The renter acknowledges they are aware of equipment and safety regulations and will comply with each regulation, ASSUMING ALL RISK for themselves and all liability to others for failure to do so. No oral representations or inducements have been made to obtain signature on this agreement. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

On behalf of (organization): \_\_\_\_\_

Name: PRINT \_\_\_\_\_

**SIGNATURES:**

Requested by Signature: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

Signature of Church Administration Approval:

\_\_\_\_\_

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

St. Luke's Episcopal Church

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

Rector's Initials: \_\_\_\_\_