

# The Episcopal Church of Saints James and Andrew

## Property Use Agreement & Policies Monthly Contract

The Episcopal Church of Saints James and Andrew (SsJA) allows the use of their property by groups and individuals outside of Saints James and Andrew church community. SsJA requires the user to take responsibility for the care of the space being used and the decorum of the individuals participating in the specific event. The user acknowledges that SsJA will not be liable for personal or property damages and/or claims related directly to their use of a space on its property. Further, as recommended by the Diocese and Church Insurance, the user will sign the "Waiver of Insurance" provided in this agreement or provide a certificate of liability or proof of insurance from their own insurance that lists SsJA as an "Additional Insured Waiver". *(A sample request form is provided for presenting to your own insurance group).*

The user agrees to abide by all the instructions provided in this agreement. All arrangements and details will be agreed to by the Parish Administrator. Continuous use by a group on a weekly or monthly basis requires that the application be renewed each year.

### EVENT INFORMATION

Name of organization or individual:

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Name of person making application:

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Applicant's phone number and email:

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Billing Address:

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Date(s) of use:

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Time of Use: From \_\_\_\_\_ to \_\_\_\_\_

Space(s) Needed:

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Purpose for use of space:

\_\_\_\_\_

Agreed Upon Fee: \_\_\_\_\_

**NOTE any special requests by the group making application.**

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**Payment Clause**

A deposit of the first month is required upon signing the rental agreement. You will be invoiced each month for ongoing payment. Refund is available for cancellations made at least 1 month in advance.

User's Signature and Date:

\_\_\_\_\_

Church Representative and Date:

\_\_\_\_\_

<p><b>For Office Use Only:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Entered on Church Calendar</li><li><input type="checkbox"/> Contract Received</li><li><input type="checkbox"/> Certificate of Insurance or Waiver Received</li><li><input type="checkbox"/> Fee Received</li><li><input type="checkbox"/> Set Up Instructions Received</li><li><input type="checkbox"/> Scanned</li><li><input type="checkbox"/> Client Address Book Updated</li><li><input type="checkbox"/> PUIT Entered</li><li><input type="checkbox"/> Invoiced</li></ul>
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Please choose one Insurance option from the two options provided below.

1. "Waiver of Insurance" or 2. "Additionally Insured" certificate.

SsJA is following the recommendation of the Diocese and Church Insurance, that a group or individual either sign a *Waiver of Insurance* or provide proof of insurance from their own insurance company that lists SsJA as an "Additional Insured" to cover liability for situations that may occur during your use of a particular space on SsJA property.

To obtain a Certificate of Insurance, the group must contact their insurer. If the individual or group is not able to provide said certificate, they will sign a "Waiver of Insurance."

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**WAIVER OF INSURANCE**

The user shall indemnify, defend and hold harmless The Episcopal Church of Saints James and Andrew, Greenfield, MA and their respective officers, directors, employees, agents, and representatives from and against any and all claims, demands, causes of action, losses, liabilities, damages, and expenses (including reasonable attorney's fees and costs) arising out of or in connection with any allegations brought against The Episcopal Church of Saints James and Andrew and their respective officers, directors, employees, agents, and representatives from and against any cost and expense (including reasonable attorney's fees and costs) arising out of the use of a designated space on the premises or property of The Episcopal Church of Saints James and Andrew by the undersigned.

Signed by:

Dated:

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It is recommended by the Diocese and Church Insurance, that a group or individual provide a certificate of liability or proof of insurance from their own insurance company that lists SsJA as an "Additional Insured" to cover liability for situations that may occur during your continued use of a particular space on Saints James and Andrew property.

To obtain a Certificate of Insurance, the group must contact their insurer. If the individual or group is not able to provide said certificate, they will sign a "Waiver of Insurance." The following form is a sample of what may be used by the applicant to contact their insurance.

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**INSURANCE REQUEST FOR USE BY A GROUP OR INDIVIDUAL**

Dear \_\_\_\_\_,

I have made arrangements with The Episcopal Church of Saints James and Andrew, Greenfield, MA, to use their facilities for \_\_\_\_\_. I am writing to you to request that Saints James and Andrew be listed as additionally insured on my homeowner's or general liability policy for the duration of this event.

The event will be held on \_\_\_\_\_ and run for \_\_\_\_\_. If you would please email a PDF copy of the statement of "Additionally Insured" to the church, it would be greatly appreciated. The email for SsJA is [office@saintsjamesandandrew.org](mailto:office@saintsjamesandandrew.org). The church phone number is 413-773-3925.

Signed by:

Dated:

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# Instructions for the Applicant

**APPLICANT** Please keep this page for review prior to and during your event.

**On-Campus EMERGENCY:** Landlines to call:

During Office Hours: 413-773-3925

After Hours: Steve (the Sexton, lives on campus) 413-775-0221, if he is not home, leave a message with our answering service (413) 773-3925.

## **Application Process**

The Parish Administrator will check the calendar to see if the space and date requested are available. Complete pages 1 and 2 of the application and return to the Parish Administrator by coming to the church office during office hours, e-mail [office@saintsjamesandandrew.org](mailto:office@saintsjamesandandrew.org) or mail to the church office at the address provided: *Attention: Property Use*.

If the desired space is not already in use by the church or another outside user, we will determine if the organization/ event is a good fit with our community standards as outlined in the Baptismal Covenant, particularly the principal to “strive for justice and peace among all people; and respect the dignity of every human being” (Book of Common Prayer pg. 304-5); if the organization/event supports the needs of the wider community; if the organization/ event allows us to be good neighbors to those who live on or near campus; if the organization/event is an inclusive and non-partisan. If there are any questions about the appropriateness of the proposed use, someone will check with the Rector who may consult with the Vestry if needed.

A call will be made to the applicant with notification of the application status. If the date requested is available and the application is accepted, a deposit will be requested by the user in order to SAVE the date. An arrangement will be made for meeting with the user to review the instructions for the use of the space. The event will be put on the church calendar. Kitchen space, kitchen items and other items as needed may be made available upon request.

The agreement will be signed by the Parish Administrator and arrangements will be made to meet with the user for review of all instructions, possible equipment details or further facility instructions i.e. heat controls, lift operation, location of cleaning supplies. Additionally, the staff will provide arrangements for access to the space/s before the scheduled use and at the time of the scheduled event if keys have not been provided.

## **Instructions for Using our Space:**

1. **Respect.** We ask that all individuals and groups “strive for justice and peace among all people, and respect the dignity of every human” a principal our community is founded on (Book of Common Prayer pg. 305). This means being good neighbors to those who live on or near our campus, as well as the wider community.
2. **We are a Carry in- Carry out facility.** Including all paper goods, decorations, balloons, flowers, liquids, food, tape from walls, push pins, garbage bags to trash bins (on edge of parking lot), etc. We do not allow the use of confetti or rice at celebrations. 30 Gallon Garbage bags are provided for removal of all brought-in items, food, liquids.
3. **Return space to pre-event condition.** Tables and chair back to original placement. Tables wiped clean. Floors should be swept or dry mopped. If there are spills during the event, please use a wet mop for the floor or a wet cloth for the tables. (Cleaning items housed in room off kitchen.)
4. **Kitchen use requirements are as follows:** Use of kitchen requires pre-approval. The use of the dishwasher is restricted to SsJA staff (fee charged for use). The use of a refrigerator must be prearranged. The refrigerators in the kitchen space is for church use only. We have a second refrigerator that can be used if needed and should be turned on 1 day prior to event. The oven pilot is lit, just turn oven on to desired temperature. The torch in the stove top burners is needed to light burners individually.

- a. **Serving Food:** Food prepared off site may be served from the kitchen. The Greenfield Board of Health strongly suggests the use of “food quality” gloves for the serving of all food items. If the user requests the use of the kitchen for preparing food to be served to the public, they will be required to have a ServSafe volunteer in the kitchen. Learn more about food safety by reading “Fight BAC!® Four Steps to Food Safety” on the next page.
  - b. **Kitchen Clean-Up:** After use, the kitchen floor must be swept and wet mopped. All food service items used should be cleaned, wiped and stored. (Dishes, utensils, trays etc.) All counters, sinks, and grills should be cleaned if used.
  - c. **Alcohol:** The sale of alcohol is prohibited. Please abide by the alcohol policy found in your Property Use Folder.
5. **We are a smoke free campus.** You agree to not allow smoking on the grounds or within any of the facilities. The designated smoking area is across the parking lot. (See Parking Map in your Property Use Folder).
6. **Church Policies.** Please abide by the church policies found on the Banquet and Event page on our website: <https://www.saintsjamesandandrew.org/banquet--event-spaces>.
7. **Advertisements.** Use of church facilities by any non parish individual or group will limit the use of the church name to providing directions to the church but not in promotions or sponsorship unless agreed to by the Vestry of SsJA. Please refer to us by our full name or simply as Church of James and Andrew.
8. **Musical Instrument Usage:** Our parish has Steinway grand piano and pipe organ in our main sanctuary. If you would like to use them there will to be a deposit of \$10. Please note, these instruments are tuned and maintained by our parish musicians. If you feel the need to have the piano or organ tuned for your event, you need to let the Parish Administrator know and she will arrange for tuning to be done at the expense of the renting party.
9. **Making your payment:** Acceptable methods: Cash, check made out to Saints James and Andrew, Text to give 978-525-0712 or access the “Donate” link from our website: [www.saintsjamesandandrew.org](http://www.saintsjamesandandrew.org). You can drop the payment into mailbox on rear door of main church building (in tunnel). An invoice will be sent as record of payment.
10. **Lock-up Instructions:** (Unless other arrangements with a *Parish Administrator* are agreed to). The user should inspect the premises to ensure that everyone has left at the end of the event. All windows and doors should be closed and locked. Check to see that all water is turned off. The heat should be setback if applicable. All lights should be turned off; (check lower level restrooms/or classrooms if applicable). If for any reason you are unable to secure the facility, please notify emergency contact. Unlocking of space before the scheduled use will be arranged at signing of contract.