

Diocese of Covington

Policies & Procedures Manual

Section: Parish Hall Rental Contract

Policy: Compliance – Insurance & Special Events



HALL RENTAL CONTRACT

PARISH: _____

Includes the Roman Catholic Diocese of Covington

PARISH ADDRESS: _____

RENTER NAME(S): _____

RENTER ADDRESS: _____

FACILITIES (description): _____

EVENT (description): _____

RENTAL START DATE/TIME: _____ END DATE/TIME: _____

RENTAL FEE/CONSIDERATION: _____ \$

This rental agreement is entered into this of the day noted above between the PARISH and the RENTER. PARISH agrees to rent FACILITIES as described above from the START date/time through the END date/time as noted above. RENTER agrees to pay the PARISH in the amount shown above as CONSIDERATION. This rental agreement is subject to the following terms and conditions:

1. RENTER may use the facilities from the START date/time through the END date/time as shown above.
2. A fee of \$_____ shall be paid in advance by RENTER for the rental of FACILITIES
3. A fee of \$_____ shall be paid in advance by RENTER for clean-up.
4. A deposit of \$_____ shall be paid in advance by RENTER as a damage and extraordinary cleanup deposit. This amount will be returned less deductions for damage or extraordinary cleanup as determined by PARISH.
5. **Renter shall be responsible for the behavior and actions of all persons attending the event.**
RENTER hereby consents to abide by the direction of a representative of the PARISH (hereinafter referred to as PARISH REPRESENTATIVE), who will be present at the EVENT in order to protect the interests of the PARISH. In addition, RENTER hereby agrees to indemnify and hold harmless the Bishop of the Roman Catholic Diocese of Covington, the Roman Catholic Diocese of Covington, the PARISH, school or other local diocesan agency, their agents, servants or employees; of and from any and all claims, demands, causes of action, damages and expenses; including, but not limited to, attorney’s fees and court costs arising out of, or in any way connected with or alleged to have arisen out of or to be connected with, the use of FACILITIES by RENTER, RENTER’S agents, servants, employees or guests.
6. RENTER shall obtain and furnish a “Certificate of Liability Insurance” prior to the EVENT naming “The Bishop of the Roman Catholic Diocese of Covington or His Successor in Office, the Roman Catholic Diocese of Covington and its Parishes and Institutions” as additional insureds for the date(s) of the EVENT. Said certificate of liability insurance shall be issued for a minimum of \$1,000,000 coverage.

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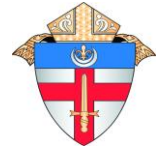
7. RENTER shall permit the PARISH to terminate RENTER'S use of the FACILITIES at any time during the use of said FACILITIES if, in the sole discretion of the PARISH representative, conduct at the EVENT is such that the guests of RENTER, personnel representing the PARISH, or property of either are in danger of injury or damage.
8. Food caterers will not be permitted to serve the EVENT unless liability insurance is carried by the caterer. Said liability insurance shall be issued as set forth in section 6 above; and a certificate of insurance coverage shall be provided to the PARISH at least 24 hours prior to the EVENT, or the caterer will not be permitted to service the EVENT.
9. If alcoholic beverages are to be served at the EVENT, then RENTER agrees to the following additional conditions:
 - a. For the purposes of this rental contract, the term "Bartender" means a properly licensed Bartender, or an adult (age 21 or older) who has had sufficient training in serving alcoholic beverages; and who is proficient in the performance and accomplishment of this particular profession; and who has the specific authority to refuse service to anyone who already has consumed too much alcoholic beverage
 - b. RENTER agrees to use bartender approved by PARISH
 - c. If a bartender is a member of the PARISH, that person may be the PARISH REPRESENTATIVE for the purposes of this contract. However, if a bartender is not a member of the PARISH, then the PARISH shall provide a PARISH REPRESENTATIVE who will be present at the EVENT.
 - d. Alcoholic beverages shall be served only by the bartender.
 - e. The bartender shall not serve, nor permit to be served, anyone under 21 years of age.
 - f. The bartender shall not serve an individual more than one drink at a time. This shall not preclude a bartender from permitting an individual to transport more than one drink at a time to a table for consumption by fellow guests of legal age or for the dispensation of a pitcher of beer.
 - g. For purposes of this contract, the following drink measurements shall be used: no more than 1½ ounces of liquor in a highball, cocktail or mixed drink; wine should be dispensed in cups of no more than 5 ounces; beer should be dispensed in cups of no more than 12 ounces.
 - h. RENTER shall not permit any alcoholic beverages to be brought in by guests, and no bottles of liquor are permitted to be taken to the tables.
 - i. If, in the opinion of a bartender or PARISH representative, a guest at the EVENT has consumed an excess of alcoholic beverages, then the bartender shall refuse to permit additional alcoholic beverages to be consumed by that guest. If there is a difference of opinion between the bartender and PARISH representative as to the condition of the guest, then the decision of the PARISH representative shall be controlling.

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- j. RENTER agrees to abide by the decision of the bartender, or PARISH representative, in refusing service to a guest, and RENTER will remove the guest from the FACILITIES if so requested.
 - k. In the event RENTER does not cooperate with the bartender or PARISH representative in controlling the consumption of alcoholic beverages by RENTER'S guests, the PARISH reserves the right to refuse further service to all guests, and to close the FACILITIES. Any liquor that remains will not be released to the RENTER until the following afternoon for which the facilities are rented.
 - l. At least one hour before the conclusion of the EVENT the bar will be closed and no further alcoholic beverages will not be served. During this final hour, consideration should be given to serving additional food and coffee. These items will not help individuals lessen the effects of alcohol, but the extra time will. For every drink consumed, regardless of type (1½ ounces of liquor, 5 ounces of wine or 12 ounces of beer) it will take at least one hour for that drink to be eliminated from a person's system.
 - m. Should there be any incident on parish property that is in anyway related to alcohol, immediate notice shall be given to the PARISH representative.
10. PARISH and RENTER may execute supplemental agreements pertaining to the use of the FACILITIES, and/or services and products to be provided by the PARISH for the EVENT; and such agreements are incorporated by reference herein, and are subject to all conditions set forth herein as if fully set forth in said supplemental agreements.
11. If alcoholic beverages are to be served at the EVENT, RENTER acknowledges that a copy of the Diocese of Covington's suggested guidelines (see attachment hereto), has been received from the PARISH. Received this date by _____ (**Initial if alcoholic beverages are to be served. Initial "NA" if alcoholic beverages are not to be served.**)
12. The terms of this agreement are contractual, and not merely a recital. RENTER is advised to obtain legal advice if there are any questions concerning any conditions of this contract.

DATED THIS _____ DAY OF _____, 20__.

RENTER:

PARISH:

Signature

Signature

Printed Name

Printed Name



ADDENDUM TO HALL RENTAL CONTRACT

(to be given to each RENTOR if alcoholic beverages will be served)

Guidelines for RENTORS of PARISH FACILITIES when alcoholic beverages are served:

The Roman Catholic Diocese of Covington, Kentucky, is pleased that you have chosen the facilities of one of our parishes for your event. In an attempt to maintain the joyous nature of your celebration, we offer the following guidelines which you must follow when serving alcoholic beverages. These guidelines are the responsibility of the RENTOR, and do **not replace** the conditions of your rental contract.

1. Food should be available throughout the event.
2. All individuals should be carefully observed throughout the event to make sure that they are eating and not just drinking.
3. Every precaution should be taken to ensure that guests do not bring their own liquor to the event.
4. A preexisting plan should be devised to handle an individual who has had too much to drink. At a minimum, this plan should include: a) alternative methods of transportation home after the event if an individual is unable to drive; b) assistance when individuals who have had too much to drink are identified; c) in compliance with paragraph **9J** of contract, support for refusal to serve and request to remove a guest.
5. Guests who have been drinking should be encouraged to eat a snack and have coffee before leaving the event. The food and coffee will not help individuals lessen the effects of alcohol, but “time” will. For every drink consumed, i.e., 12 ounces of beer, 5 ounces of wine, or 1½ ounces of liquor, it takes approximately one hour for that drink to be eliminated from a person’s system.

Thank you again for choosing our parish for your event

Enjoy yourself, but please drink responsibly