

OCCUPANCY AGREEMENT
for the Use of Parish Facilities in the
Archdiocese of Galveston-Houston

THIS AGREEMENT is entered into by and between **ST. MARY OF THE MIRACULOUS MEDAL**, a parish of the Roman Catholic Archdiocese of Galveston-Houston (herein called "Owner"), and

_____ (herein called "Occupant") whose mailing address is _____.

WHEREAS Occupant wishes to lease a portion of Owner's facilities and Owner's facilities are available for lease, both parties enter into this AGREEMENT to set forth the terms of the use and Owner hereby lease the following described portion of Owner's facilities and agree 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 following parish facilities:
 - a. **Ponzini Family Life Center**, beginning at _____ M and continuing through _____ M on _____, 20____. Estimated attendance: _____ (Maximum = 150)
 - b. **Kukral Hall**, beginning at _____ M and continuing through _____ M on _____ 20____. Estimated attendance: _____ (Maximum = 250)
2. **Fees.** Occupant agrees to pay to the Owner a total fee of \$_____, including security deposit, rental, cleaning and any optional services requested below. A detailed description of applicable fees is included with this Agreement.

Security Deposit (due with contract)	\$150.00
Occupancy Fee	_____
Cleaning Fee (required)	\$100.00
Setup Fee (optional - \$50.00)	_____
Monitor Fee (required for non-parishioners - \$50.00)	_____
TOTAL AMOUNT DUE:	_____

***Cancellation of request by Occupant shall result in forfeiture of the security deposit.**

3. **Services.** Occupant agrees to pay the maintenance and security services to be arranged by Owner as follows:
 - a. Facility Personnel:

Set up:	One (1) person at a total cost of \$50.	_____ N/A
Clean up:	One (1) person at a total cost of \$100.	Required
Monitor:	One (1) person at a total cost of \$50.	_____ N/A

- b. **Security:** Police security is required with the service of beer/wine or for groups larger than 100 with minors present. **Security is required for quinceanera receptions, regardless of attendance.** Fee is paid separately per requirements of Texas City Police Department. Completed application must be returned to the Parish Office prior to the event. _____ N/A
- c. **Accessibility:** Owner shall arrange for one employee to be present to open and secure facilities throughout the scheduled event.
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 a minimum level prescribed by the Archdiocese and naming the parish and Daniel Cardinal Dinardo as additional insured. A copy of the application or certificate of insurance is attached hereto. _____ N/A
5. **Alcoholic Beverage Permit.** If applicable, Occupant has obtained a temporary permit to sell alcoholic beverages as required by law and the Owner has tendered a copy of his permit to Owner at least five days prior to his occupancy of the parish facility. **Alcoholic beverages are not permitted for Quinceanera receptions.** _____ N/A
6. **Utilities.** Owner shall furnish to the Facilities during Occupant's use thereof, at no additional fee, normal lighting and heat or air conditioning, as appropriate. Occupant, its employees, invitees and customers shall be entitled, in connection with Occupant's use of the Facilities and at no additional fee, in ingress to and egress from the Facilities over Owner's property on which the Facilities are located along the routes designated by Owner and to use the parking areas designated by Owner for occupants of the Facilities.
7. **Assignment.** Occupant's rights hereunder are not assignable and Occupant shall not be entitled to sublet any part of the Facilities.
8. **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 Archdiocese of Galveston-Houston (herein called the "Diocese"), Daniel Cardinal Dinardo and the officers, agents and employees of the Owner and the Archdiocese, harmless from and against all liabilities, claims and judgments, including costs and attorney's fees and expenses relating thereto, of or 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 of or damage to property arising out of the concurrent or sole negligence of Owner.
9. **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.

10. **Rules and Regulations.** Occupant and its employees, invitees and customers shall comply with all applicable laws, ordinances and regulation (including those relating to the service and consumption of alcoholic beverages), and Owner's regulations (including those regarding use 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 Archdiocese of Galveston-Houston's Alcoholic Beverage Requirements and Procedures, and agrees to comply with these procedures.

11. **Vacating Facilities.** At the expiration hereof, Occupant shall have vacated the Facilities and removed there from all personal property brought by Occupant and invitees 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.

12. **Security Deposit.** If Occupant fully complies with its obligations hereunder, the security 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 Occupant's expense, deducting the cost thereof from the security deposit and returning the balance, if any to Occupant within ten (10) days after the expiration of the tem hereof, or if the security deposit is inadequate, hold Occupant liable for any excess.

13. No verbal modifications of this Agreement shall be recognized. Additional terms and provisions, if any, shall be set forth in a written Addendum attached hereto and signed by both parties.

Executed in duplicate this _____ day of _____, 20 _____.

FOR OWNER

FOR OCCUPANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Address: _____

Phone: _____

(Parish Office Use Only)

PAYMENTS:

Date: _____ Receipt: _____ Amt Pd: _____ Rec'd by: _____

Date: _____ Receipt: _____ Amt Pd: _____ Rec'd by: _____

**St. Mary of the Miraculous Medal Catholic Church
Requisition for Police Security**

Date: _____

Organization or Individual: _____

Type of Function _____ Dance ___ Yes ___ No

Open to Public ___ Yes ___ No Concessionaire/Caterer Name if License Required

Invitation Only ___ Yes ___ No Name: _____ Lic# _____

Minors Present ___ Yes ___ No Alcoholic Beverages ___ Yes ___ No

If Yes, ___ Sell ___ Free **(BYOB not permitted)**

Date of Event: _____ Location: _____

Hours: Start: _____ Stop: _____ Estimated Attendance _____

Person in Charge: _____

LIST (3) OTHER CITIZENS WHO WILL BE PRESENT AND ACCOUNTABLE (other than person signing form)

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Signed (Person in Charge)

Address Phone

This validated form must be returned immediately to St. Mary of the Miraculous Medal Parish Office by the person in charge of the function. If alcoholic beverages are to be sold, the license must be brought to the Parish Office with this form. This function will not be permitted to commence until these requirements are met.

LAW ENFORCEMENT AGENCY

Number of Officers _____ Hours _____

Agency _____ Date _____

Authorized Signature

Return this form to the Parish Office after validation by Law Enforcement Agency. Time frame will not be changed after validation. All functions will cease at the prescribed time stated above. Loitering in hallways and parking lots will not be permitted. Stay in assigned areas at all times.

Section A A-27

**SPECIAL EVENTS COVERAGE
ARCHDIOCESE OF GALVESTON-HOUSTON**

To avoid delay please provide all requested information

Name of Parish or Institution:

Street Address _____

City/State _____ Zip Code _____

Contact _____

(Additional Insured) Information:

Name of Sponsoring Organization or Individual
Requesting Coverage

Please print Lessee Name(s) or Organization

(Additional Insured) Contact Person:

Name: _____

Please specify type of Special Event (Example:

Wedding Reception, Anniversary Party, etc.):

Date of Event: _____

Time of Event: From _____ To _____

Approximate Number of Participants: _____

Please answer the following:

Is Liquor Being Served? • Yes • No

Is Food Being Served? • Yes • No

Is There Security? • Yes • No

(Must be provided if liquor is being served to 50 or more people)

Street Address: _____

City/State: _____ Zip Code _____

Telephone: _____

Signature _____

The Special Events coverage provides \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event (not per claim). This coverage is underwritten by Great American Assurance Company, Policy #GLP 00005584901-00.

Cost of coverage: \$25.00 Per Event (make check/money order payable to the Archdiocese of Galveston-Houston). Coverage does not apply to certain events such as, but not limited to:

- ❖ Sporting events including tournaments and camps
- ❖ Any carnival event
- ❖ Amusement rides, including mechanically operated devices, trampolines and rebounding devices
- ❖ Fireworks and fireworks displays
- ❖ Events where a fee or admission is charged, unless all proceeds go to charity
- ❖ Events organized or operated by professional promoters or performers
- ❖ Events with attendance of more than 1,000 Persons
- ❖ Events which exceed 72 hours in duration
- ❖ Events involving pool or lake activities
- ❖ Events involving recreational vehicles

Subject to Approval by C.M.G. Agency, Inc.

Approving Location: **HOUSTON, TX ATTN: DAWN HERRING**

FAX#: 713-748-3205

Please make check/money order payable to: "ARCHDIOCESE OF GALVESTON-HOUSTON"

*Mail completed form with payment to:

CATHOLIC MUTUAL GROUP

1700 San Jacinto

Houston, Texas 77002

Please report all claims to C.M.G. Agency, Inc. Claims Department at 1-800-228-6108

***SPECIAL EVENTS COVERAGE APPLICATIONS MUST INCLUDE PAYMENT AND REACH THE
CATHOLIC MUTUAL GROUP OFFICE AT LEAST 14 DAYS PRIOR TO EVENT**

PONZINI FAMILY LIFE CENTER RENTAL

Hall may be rented by the hour with a minimum of two (2) hours for parishioners and four (4) hours for non-parishioners. Rental time includes set-up and clean-up.

Hall may be rented for wedding/baby showers, adult birthdays (60+) and anniversaries (20+) if member of parish.

Hall may be rented for wedding receptions if wedding is at St. Mary of the Miraculous Medal.

Hall may not be rented for children's birthday parties.

All other rentals are subject to pastor's approval.

HALL FEES and PAYMENT SCHEDULE

Security Deposit (refundable)	\$ 150.00	Due with contract
Liability Insurance	\$ 25.00	Due thirty (30) days prior to event with application
Rental	\$ 75.00/hour	Due one week prior to event
Cleaning Fee	\$ 100.00	Due one week prior to event
Monitor Fee*	\$ 50.00	*Required for non-parishioners

HALL SIZE AND EQUIPMENT

Capacity with tables and chairs: 150 persons

Tables: 18 - 60" round tables and 4 - 5'x30" rectangular tables

Chairs: 150

Service Table: One Long Table

KUKRAL HALL RENTAL

Hall may be rented for a full day (eight hours) or half day (four hours), including set up and break down times.

Hall may only be rented if event relates to a church function.

Hall may be rented for a wedding reception if the wedding is held in a Catholic church.

Hall may be rented for a milestone birthdays (60+) or anniversaries (20+).

Hall may not be rented for children's birthday parties.

All other rentals at pastor's discretion.

HALL FEES and PAYMENT SCHEDULE

Security Deposit (refundable)	\$ 200.00	Due with contract
Liability Insurance	\$ 25.00	Due thirty (30) days prior to event with application
Clean up	\$ 100.00	Due one week prior to event
Rental	\$ 400.00	Four hours – due one week prior to event
	\$ 675.00	Full day – due one week prior to event
Night before set up	\$ 50.00	By request only
Monitor	<u>\$ 50.00</u>	Required - due one week prior to event
Total (including deposit)	\$775.00 (half day) or \$1,050.00 (full day)	

HALL SIZE AND EQUIPMENT

Capacity with tables and chairs: 300 persons

Tables: 36 – 8' foot rectangular tables

Chairs: 300

Service Table: One (1) Round Table -70" diameter