

**ST. THOMAS THE APOSTLE
COMMUNITY CENTER
720 East Beach Boulevard
Long Beach, MS 39560
228-863-1610**

GUIDELINES, POLICIES AND USE AGREEMENT

THIS AGREEMENT made and entered into on this date by and between ST. THOMAS THE APOSTLE CATHOLIC CHURCH (hereinafter Owner) and _____

_____ (hereinafter User).

1. Owner agrees to furnish for the purposes hereinafter set out the use of the following facility(ies) located on property of Owner at 712-720 East Beach Boulevard, Long Beach, Mississippi. The facility(ies) to be used are described as follows:

2. User agrees to use the property only for the following purposes: _____. The facilities may not be used for the following purposes:
 - a. Fund-raisers of organizations outside the parish (except as may be approved by Owner)
 - b. Wedding ceremonies
 - c. More than one wedding reception or major event a day (unless written approval is given by Owner and all requesting Users)
 - d. Private profit-making groups
 - e. Individuals or groups from outside the geographic area from which the Community Center would normally be expected to draw users
 - f. According to diocesan directives, events in support or opposition to any candidate for public office are prohibited. A public official is not allowed to use parish facilities during the four months prior to an election in which the official is seeking re-election.
 - g. Any activity that conflicts with the policies of the Diocese of Biloxi, including policies regarding the use of alcoholic beverages
3. The date of usage is: _____. The User may have access to the facility(ies) for the following hours on the date of usage: From _____ to _____.

RULES AND GUIDELINES:

1. THE FACILITY

Included in this agreement are the following areas: The main banquet room, access to the kitchen as hereinafter set out, the hallway leading from the back entrance to the main banquet room, the restrooms and the hallways leading to the restrooms. The user may also have access to the grounds between the church and community center defined as the fountain area. User does not have access to any area beyond the double doors leading into the administrative offices. User does not have access to any areas upstairs in the building except that special arrangements may be made for the bride/groom to have access to the balcony for the purposes of throwing the bride's bouquet. The security guard or a parish representative will escort the parties to the balcony at the time specified in writing. If the User wishes to use the balcony for any other purpose, written consent must be obtained from Owner prior to the event. According to Fire Department regulations, the maximum capacity for the main banquet room is 360 seated or 770 standing.

2. FEES

The fees requested for use of the facility are to offset the costs of rental, utilities, insurance, maintenance and upkeep of the building. The fee schedule is attached as Exhibit A and made a part hereof by reference.

3. SPECIAL EVENTS INSURANCE

User must provide indemnity agreement and special events insurance coverage. Liability insurance may be secured through the Diocese of Biloxi. Cost is included in the Facility Use Fee. Application for insurance and indemnity agreement are attached hereto and made a part hereof by reference.

4. ALCOHOLIC BEVERAGES (LIQUOR, WINE AND BEER)

- a. User agrees to comply with all federal, state, county and city regulations regarding the use and distribution of alcoholic beverages (liquor, wine, beer and any other concoctions containing liquor, beer or wine when these can have an intoxicating effect.)
- b. The "Policy on Use of Alcohol" of the Diocese of Biloxi is attached to this Agreement and made a part hereof.
- c. If under any law a license is required by the Mississippi Alcohol Beverage Control Commission of the State of Mississippi or any other entity, it is User's responsibility to obtain the necessary licenses and pay the cost thereof; copy thereof must be furnished to Owner. Applications for permits to sell and/or distribute liquor, wine or beer or other intoxicating concoctions may be obtained from the Mississippi Alcohol Beverage Control Commission.
- d. User agrees that there will be no abuse of alcoholic beverages on church property.
- e. Under no circumstances may anyone under the age of 21 be permitted to consume or serve alcoholic beverages.

5. SECURITY, FIRE CONTROL, PARKING

- a. The Community Center and all adjoining buildings are "Tobacco Free." User and user's guests are prohibited from smoking or using tobacco products in the buildings or at the entrances to any of the buildings. For those who must smoke, sand pots have been placed outside the doors located on the east side of the building. There is also a sand pot at the fountain area. User and user's guests are prohibited from placing tobacco products in the lawn or flower beds.
- b. If alcohol is being served, a uniformed, licensed and approved security guard from the Long Beach Police Department must be on duty from the start of the event until the buildings are vacated. For those having no more than 300 guests, one security guard is required; for those having more than 300 guests, two security guards are required. Payment for security personnel needed for an event is the responsibility of User. User must submit proof of hiring of proper security personnel and payment at least 30 days prior to the event. Arrangement for security guard(s) may be made by calling Mr. Billy Seal at the Long Beach Police Department (228-863-7292).
- c. If User determines that traffic control or parking assistance is needed during an event, it is the responsibility of User to make arrangements for such services. Compensation for same is the responsibility of User.
- d. All guests and parties involved in the use of facilities for this event are required to park their cars in the limestone parking lot north of Bear Bayou on the east side of Owner's property in the areas marked "Wedding Parking" unless special permission to park elsewhere has been granted by Owner in writing. Vehicles unloading supplies and equipment may park near the entrance to the building until they are unloaded; and then must be moved to the limestone parking lot. Vehicles will be towed at User's expense.

6. HOURS OF ACTIVITY

- a. The Facility Use Fee covers a **period of ten hours on the day of the event** which must be agreed upon by Owner and User. The hours of usage must be entered on Exhibit A attached hereto. [This ten-hour period does not include the time Owner's Representative uses to set up the tables and chairs nor does it include the time Owner's Representative uses to clean the facility after the event.] User, caterer and guests are not allowed on the property after 1:00 a.m. following the event.
- b. If User wishes to occupy the property for more than ten hours on the day of the event; and if Owner agrees in writing to permit User to occupy the property for more than ten hours, the User agrees to pay an additional \$100.00 for each hour of extra usage.
- c. If User is loaned a key to have access to the property under this agreement, the key must be returned to the Owner no later than three days after the event. Under these circumstances, User will be responsible for being sure that the buildings are securely locked when the buildings are vacated.
- d. **If it is determined at least 30 days prior to the scheduled event** that the buildings are not in use on the day before the event, User may make arrangements in writing to use the buildings for the purposes of decorating on the day before the event. If Owner approves the use of the buildings on the day before the event, decorating must be done during regular business hours (Monday through Friday, 9:00 a.m. to 4:30 p.m.) The cost for such use will be \$100.00 for each extra hour of use. It is understood that Owner will not be responsible for cleaning after such use and prior to the scheduled event; and Owner will not be responsible for personal property of User left in the building at any time.

- e. Payment for extra use of property must be received at least 15 days prior to the event.
- f. User is responsible for security of the building and all contents at all times the facility is under its control and use.

7. TABLES AND CHAIRS

- a. Included in the facility fee is the use of Owner's tables and chairs—the quantity is limited to what Owner has on hand. Owner's Representative will set up the tables and chairs using the best configuration for the number of guests expected. Consideration will be given to the preferences of User, if possible. User will be given a drawing (floor plan) showing areas and possible configurations of the banquet room when the facility is reserved. User must tell Owner's Facility and Set Up Manager **at least 15 days prior to the scheduled event** how many tables and chairs are required for the event and any requests User has regarding configuration of tables and chairs. If alcoholic beverages are to be served, the serving table may not be set up near or along the south wall.
- b. User may make arrangements to use tables and chairs furnished by caterer and/or rental company. However, tables and chairs must have protection on the legs to keep from damaging the floor and/or wax. Tables and chairs that do not meet Owner's guidelines will not be allowed. User is to advise caterer and/or rental company of this provision.
- c. Under no circumstances are chairs, tables or other items to be dragged across the floor. The floor is to be protected at all times.
- d. Tables and chairs are not to be used outdoors. No tables or chairs are to be taken out of the building.
- e. The Owner does not furnish or place tablecloths or linens.
- f. The Owner is not responsible for rental items or any personal items of User. User must make arrangements to receive rental items and for return of rental items in accordance with the policies of the rental company.
- g. Any damage to tables and chairs will be treated in the same way as Damages to Facility as hereinafter set out.

8. DECORATIONS

User agrees to adhere to the following guidelines in the use of decorations in the buildings and on the grounds. User agrees to take special care not to damage or mar any walls, floors, windows, tables, chairs or other surfaces.

- a. Decorating is to be done with fire-proof or fire-retardant materials.
- b. All decorations must meet fire code.
- c. Candles must be contained in a fire-proof holder or globe.
- d. No items whatsoever—nails, tacks, tapes or other material that might deface the finish—are to be used on the walls, doors, beams, windows, tables, chairs or other surfaces.
- e. No decorations may be used that may stain the tables, chairs, floors or other surfaces.
- f. No decorations may be placed on glass windows.
- g. No loose glitter of any kind may be used.
- h. No flower petals are allowed.
- i. No rice or birdseed is allowed.
- j. Balloons that may rise to the ceiling are prohibited.
- k. No fireworks, including sparklers, are permitted on Owner's property.
- l. No decorations are allowed in the fountain or garden areas.
- m. Any seasonal decorations (e.g. Christmas tree) placed in the building by Owner will remain in place.
- n. If the going-away vehicle is decorated in the parking lot, all decorations and trash must be removed from the parking area by User.
- o. Any damage to the parking lot or outside areas will be treated in the same way as Damages to Facility hereinafter.

9. KITCHEN

- a. Cooking in the kitchen (use of stove, ovens and dishwasher) is not permitted by User or caterer unless prior agreement is obtained in writing and an additional fee is paid by User as listed below. User and/or caterer may not use the deep fryers under any circumstances. If User/caterer wishes to use the stove, oven and/or dishwasher, arrangements must be made with Owner giving written consent. The fee for such usage will be an additional \$100.00, payable at least 30 days prior to the event.
- b. User/caterer may use warmers, refrigerator, freezer, ice machine, sinks and counter space for the purpose of heating, preserving, cooling and organizing food. There is no extra charge for this usage.
- c. During the event hours, the kitchen (including all equipment, appliances, etc., used by User) must be cleaned by User or caterer. All appliances used by User must be turned off. User/caterer agrees to clean the kitchen thoroughly and return it to its condition prior to the event. Cleaning of the kitchen includes, but is not limited to, wiping out the sinks and drying them, complete cleaning of all appliances and equipment used, complete cleaning of counter areas, floors, doors, and walls and removal of all garbage (garbage must be placed in the dumpster at the northeast corner of the premises). The stoves, oven and dishwasher, if used, must be thoroughly cleaned by User. If not

cleaned thoroughly, User will forfeit the damage deposit. For an additional fee of \$200.00, Owner will undertake the responsibility of cleaning the kitchen. The fee for cleaning the kitchen must be paid at least 30 days prior to the event.

- d. If User employs or uses the services of a caterer, it is the responsibility of User to make certain the caterer is aware of all rules and regulations regarding usage and cleaning of the property.
- e. If the kitchen is cleaned by the caterer prior to the end of the event and caterer leaves the premises, the Owner's on-site representative or security guard will lock the kitchen so that it will stay clean. After the kitchen is locked, User may have access as needed to retrieve food, beverages or ice. Access may be arranged with the security guard and must be locked again after User has retrieved the needed items.
- f. No pots, pans or utensils are available in the kitchen area. An inventory of items in the kitchen is maintained by the Owner. Any items such as warmer trays, etc., used by the User must be returned to the place originally found. When the facility is inspected after an event, User will be notified of any missing items and will have 5 days to replace such items. Upon failure to replace the missing items within 5 days, the damage deposit will be forfeited. If the cost to replace missing items exceeds the damage deposit, User must pay the additional amount within 15 days after the event.
- g. Guests are not permitted to congregate in the kitchen area.
- h. Minors are not permitted in the kitchen area for safety reasons.
- i. Food items may be placed in the refrigerator/freezer for the scheduled event but must be removed by User when the premises are vacated at the end of the event. Any food to be discarded must be placed in the dumpster. Owner will not be responsible for any items left in the kitchen or any other part of the buildings.
- j. User is responsible for turning off warmers and other appliances used and removing food from the kitchen/warmers.

10. SOUND SYSTEM

Use of Owner's public address or sound system is not permitted. Any required equipment must be provided by User.

11. MINORS

User will be responsible for the control, actions, and movements of all minors. Minors are not permitted in the kitchen area. Special care must be taken by User if minors are allowed in the fountain area and to protect children from the highway and driveway traffic and the fountain. Minors are not allowed to congregate or play in the entrance driveways.

12. PETS

No pets of any kind, except for guide dogs, are allowed in the buildings or on the grounds.

13. CLEANING OF FACILITY

The rental fee includes the breakdown and extensive cleaning of the facility except as noted in Paragraph 9 (Cleaning of Kitchen) and Paragraph 8 (cleaning of parking lot). Special arrangements must be made in advance for the Owner to clean the kitchen and extra fee must be paid as set forth in Paragraph 9. If the wedding vehicle is decorated in the parking area, User must clean the area. A fee will be assessed if the area is not thoroughly cleaned. All personal property and rental items of User and/or guests must be removed at the conclusion of the event unless other arrangements are agreed upon in writing by the Owner. Owner will not be responsible for any personal items left on the premises.

14. DAMAGES

Following the scheduled event, the Owner will inspect the premises to assess whether any damage occurred during the occupancy of the premises by User, excluding normal wear and tear. If the Owner determines that there is no damage, the damage deposit will be returned to User within 10 days following the event. If the Owner determines that there is damage caused by or during the event, the User will be responsible for the reasonable cost of repairs which may be deducted from the damage deposit. If the cost of repairs exceeds the amount of the damage deposit, the User will be required to pay the additional amount within 15 days after notification of completed repairs and the costs thereof. User is responsible for damages found after the initial inspection if such damages can be attributed to User.

15. HOLD HARMLESS

User agrees to hold St. Thomas the Apostle Catholic Church/Parish and the Diocese of Biloxi, as well as its employees and agents, harmless from any claim asserted as a consequence or incidental to the User's use of the facility or arising during the period of User's use of the facility which is not expressly covered under the existing insurance coverage available to St. Thomas the Apostle Catholic Church/Parish and/or the Diocese of Biloxi.

16. RULES AND REGULATIONS

- a. User agrees to adhere to all regulations regarding liability and liquor use in force and effect by the Diocese of Biloxi and all local, state, and federal regulations, and all requirements and guidelines adopted by the Owner.
- b. Owner reserves the right to change the rules and regulations from time to time for the protection of both parties and the safety of the property. If changes are made, User will be notified promptly.

17. ASSIGNMENT OF RIGHTS

The User shall not have the right to assign the privilege to use the premises without the express written consent of the Owner. In the event assignment is permitted, User shall remain primarily liable for all obligations contained in this agreement and exhibits thereto.

18. EXPENSES

In the event it is necessary for the Owner to assert its rights under this agreement, any expenses incurred, including a reasonable attorney's fee, shall become the financial responsibility of the User and shall be deemed payable upon demand.

19. SAVINGS CLAUSE

If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected but will remain valid and enforceable to the fullest extent permitted by law.

The terms, provisions, and rules hereinabove and contained in all exhibits and attachments hereto are expressly accepted by the undersigned User, on this the _____ day of _____, 20____.

User's Signature

Printed Name: _____

If User is a corporate entity, the undersigned person(s) individually and personally guarantee all terms and provisions of this agreement.

Name of Corporate Entity: _____

Authorized Signatory: _____

Printed Name of Signatory: _____

Agreed and accepted by Owner, this the _____ day of _____, 20____.

ST. THOMAS THE APOSTLE PARISH

By: _____

Printed Name: _____