# **Facilities Use Packet**

Welcome to First Parish Arlington.

Thank you for your interest in considering First Parish for your activity. You will find on the following pages:

- Regulations Governing the Use of Church Facilities
- Terms and Conditions Governing the Use of Church Facilities
- Liquor Liability Insurance Coverage Requirement
- User Fees Schedule
- Application for Use of Church Facilities

Attachments (if applicable)

- First Parish Alcohol Policy
- First Parish Child Safety Policy
- First Parish Green Sanctuary Policy
- Town of Arlington Temporary Food Permit Application

Under Regulations Governing the use of First Parish Facilities, note that caterers should be informed about numbers 4, 5, and 6 well in advance. If you need to provide insurance coverage, you should begin to make arrangements for insurance coverage immediately. Caterers must also register with the Town of Arlington Health Department.

The Application Form may be faxed or mailed to First Parish and I will contact you shortly. Our mailing address is:

First Parish Unitarian Universalist 630 Massachusetts Ave Arlington MA 02476 Phone 781-648-3799 Fax 781-643-2723 office@firstparish.info

Thank you,

### Regulations Governing the Use of First Parish Arlington Facilities

- 1. Every prospective user must complete a signed application accompanied by a \$100 deposit (or the full user fee if less than \$100) followed by 50% of the user fee when the application is approved. All final payments are due 14 days prior to the event.
- 2. The use of the Space is limited to the number of persons, purpose, and room(s) specified in the approved application, which is non-transferable.
- 3. First Parish representatives will have the right to direct the applicant in the proper use of the Space.
- 4. The First Parish Alcohol Policy adopted by the Parish Committee May 12, 2012 must be strictly followed. (Please refer to the copy of this policy included in this packet.)
- 5. If permission to serve alcohol is given according to the policy mentioned above, the caterer (or the applicant if there is no caterer) must provide First Parish with Evidence of Insurance (Commercial General Liability) including Liquor Liability coverage naming "First Parish Arlington, Unitarian Universalist" as an "additional insured." (Please refer to the Liquor Liability Insurance Coverage Requirement in this packet.)
- 6. The Town of Arlington requires a Temporary Food Permit for all public events and for private events when space is rented from a function hall or place of worship for an event at which food is served. The caterer or applicant must obtain the necessary permits and provide copies to First Parish at least 14 days in advance of the Event. A copy of the application form is included in this packet as a courtesy. All questions should be directed to the office of the Board of Health at 781-316-3170.
- 7. Caterers and bartenders must supply their own trash bags and remove all trash from church property after the Event.
- 8. The Space and all facilities must be left in the condition in which they were found. Furnishings may not be moved from room to another. All kitchen counters must be cleaned; dishes, utensils must be washed, dried, and put away; and floors swept. Trash should be taken with you or put in the trash shed.
- 9. All leftover food and drink must be removed from the building.
- 10. All Events require the submittal to First Parish of a damage and cleanup deposit, unless otherwise waived or reduced by the Office Manager.
- 11. Smoking is not allowed in any First Parish building.
- 12. Decorations may not be attached to using thumbtacks, scotch tape, or any methods that damage surfaces.
- 13. Parking is not provided. Please encourage use of public parking and public transportation.
- 14. First Parish may require our custodian to be on duty during the Event. There will be an additional hourly charge for this. The Office Manager will inform you if this is necessary. Typically a custodian is required on evenings or weekends when the church office is closed or when an event is open to the public. At the discretion of the Office Manager, a Member of First Parish with a current pledge on record may be permitted to volunteer as the custodian in lieu of a paid custodian.
- 15. First Parish further reserves the right in its sole discretion to determine to whom and for what purposes the facilities will be made available.
- 16. First Parish's musical instruments, equipment, and audio/visual equipment may not be used without the prior written permission of First Parish. Additional deposits and/or user fees may be charged if permission is granted.
- 17. Users of the Sanctuary must leave the room set up according to detailed instructions provided separately.
- 18. First Parish Child Safety Policies must be followed. In particular, at any time when any child is not with his or her parent or guardian, there must be two unrelated adults present with the child(ren).
- 19. First Parish is certified as a Green Sanctuary by the Unitarian Universalist Association. We request that you follow our environmental policies and guidelines. A copy of our Green Sanctuary policies is included in this packet.
- 20. Applicant must provide a certificate of insurance unless this requirement is waived in writing by the Office Manager.

### **Terms and Conditions Governing Use of Church Facilities**

## These Terms and Conditions are incorporated into the Application and are binding on Applicant.

- 1. <u>Use.</u> Applicant certifies that Applicant will use the Space only for the purposes described in its Application. Applicant understands that this right to use is personal and may not be transferred or sublicensed. Any changes to the right to use or the terms and conditions of use must be approved by First Parish in writing.
- 2. <u>Limited Time.</u> The Space will be available to Applicant only during the hours and on the day(s) ("Time of Use") specified on the Application, and Applicant agrees that at Applicant's sole cost and expense, Applicant shall ensure that the Space shall not be occupied or used by Applicant or any third party before or after the Time of Use. Time is of the essence regarding this right to use.
- 3. <u>Alcohol.</u> Applicant may not serve, furnish, or distribute alcoholic beverages of any kind without the prior written consent of First Parish. If such permission is granted, Applicant shall be solely responsible for obtaining all permits or other authorizations and for obtaining insurance satisfactory to First Parish, and shall submit copies of all permits required and documentation of insurance to First Parish at least fourteen days prior to any Time of Use. If the copies of permits and insurance are not received in a timely fashion, no alcohol may be served, furnished, or distributed.
- 4. **Special Equipment, Recordings.** No lighting or other special equipment may be installed or used without the prior written consent of First Parish.
- 5. <u>Visitor Parking</u>. First Parish has limited parking facilities, which will only be made available as communicated to the Applicant by First Parish. Unless First Parish has secured special parking rights for this Event, parking shall be limited to public parking near First Parish.
- 6. <u>Clean-up.</u> Applicant agrees to bear all costs of cleaning, repairing, and restoring First Parish Facilities to its previous condition, reasonable wear, and use excepted.
- 7. **Security Deposit.** Applicant shall pay to First Parish any Security Deposits required by First Parish. If, in First Parish's sole judgment, any cleaning, repairing or restoring is needed, First Parish may apply the Security Deposit to cover such costs. If no such repairing, restoring, or cleaning is needed, the Security Deposit either shall be applied against any other payments then unpaid or shall be returned to Applicant after the final Time of Use.
- 8. Applicant's Liability. Applicant is and hereby agrees to be fully responsible and liable for any and all injuries (and death) suffered by persons and for any and all damage to First Parish's property and any theft or loss of First Parish's furnishings and equipment, resulting from or occurring during Applicant's use of the Space, and not caused by the willful misconduct or gross negligence of First Parish. Applicant shall indemnify and hold harmless First Parish and their officers, agents, employees, members and members of their governing boards from and against any and all liability, action, claim, demand, loss, expense, or damage (including reasonable attorneys' fees) caused by or arising out of any act, omission, publication, or representation of Applicant, its officers, directors, agents, guests, invitees or employees in connection with this right to use.
- 9. <u>First Parish Not Liable.</u> First Parish shall have no liability for any loss, cost, expense, or damage to Applicant, its members, officers, directors, agents, employees, or anyone else by reason of fire, theft, vandalism, or otherwise. Applicant agrees not to sue First Parish or any of First Parish's respective officers, agents, employees, members, members of its governing boards, successors, or assigns for any such loss, cost, expense, or damage. In no event shall First Parish be liable to Applicant for incidental or consequential damages if First Parish is unable to make the Space available to Applicant during all or any part of any of the Time of Use. The Space is provided on an "AS IS" basis and First Parish makes no warranties of any kind whether express or implied.

- 10. <u>Use of First Parish Name.</u> Applicant shall not imply in any way that First Parish is sponsoring the Event; and no reference to First Parish may be used in promotional or other literature used or distributed by Applicant, other than references to the location of the Event.
- 11. Not a Lease. This is not a lease, and no interest in real estate is conveyed hereby.
- 12. **Rules and Policies.** Applicant and Applicant's use of the Space shall be subject to any policies, rules, and regulations that First Parish may promulgate from time to time, including those stated in any publication promulgated by First Parish. Applicant's use of the Space is non-exclusive as to First Parish, which retains the right freely to enter the Space at any time, for any purpose.
- 13. **<u>Binding Effect.</u>** The terms and conditions of this License shall be binding on Applicant, (and if Applicant is an organization) on Applicant's officers, directors, members, agents, employees, guests, invitees, and on those claiming by, through, or under Applicant.
- 14. <u>Use and Occupancy Changes.</u> If, for any reason, Applicant does not upon the expiration of the Time of Use deliver the Space to First Parish free of occupants, Applicant's personal property, and cleaned in accordance with the Approved Application, then Applicant shall be liable to First Parish for each day, or portion thereof, that the Space is occupied by such persons or property until such Space is vacated and the property removed at a daily rate of \$1,000. First Parish may remove any of Applicant's personal property upon the expiration of the Time of Use and, if appropriate under the circumstances, discard such property.
- 15. <u>Force Majeure</u>. First Parish is not liable for its failure or delay to perform its obligations due to any acts of nature, act of God, strikes, acts of terrorism, fires, floods, explosions, earthquakes, equipment or labor shortages, government regulations, destruction of facilities or other causes beyond its reasonable control.

#### **Facilities Use**

## **Liquor Liability Insurance Coverage Requirement**

This coverage is intended to protect First Parish Unitarian Universalist of Arlington Massachusetts from liquor liability exposure if alcohol is served, furnished or distributed at events using First Parish's facilities. At any event where liquor is served, furnished or distributed by a person, group or organization other than First Parish, that person, group or organization must purchase and provide evidence of liquor liability insurance coverage for this event having coverage limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate that names First Parish Unitarian Universalist of Arlington Massachusetts as an "additional insured."

If that person, group, or organization does not have any existing liquor liability coverage from which First Parish can be named as an additional insured, that person, group or organization must purchase and provide evidence of liquor liability insurance coverage from the Liquor Liability Joint Underwriting Association of Massachusetts www.lljua.com or 877.366.1140 or other organization satisfactory to First Parish. Such coverage must have coverage limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate and name First Parish Unitarian Universalist of Arlington Massachusetts as an "additional insured."

If the person, group, or organization cannot obtain this coverage, alcoholic beverages cannot be served at the Event.

Note: alcoholic beverages may not be sold directly or indirectly at an Event at First Parish. If there is any question on the application of these guidelines, please contact the Office Manager.

### **User Fees Schedule**

	Sanctuary	Vestry	Parlor	Bailey Room	Meeting rooms (Damon, Grady etc.)	Kitchen (in addition to another room)	Custodian minimum 4 hrs
Standard Hourly Rate <sup>2</sup>	\$135	\$110	\$85	\$50	\$30	\$30	\$35
Discount for nonprofits sponsored by First Parish <sup>3</sup>	50%	50%	50%	n/a	n/a	n/a	n/a
Discount for personal use by pledging members of First Parish <sup>4</sup>	50%	50%	50%	n/a	n/a	n/a	n/a

**DAMAGE/CLEANING DEPOSIT** equal to four hours of room charges is required for all events, unless waived in writing by the Office Manager. (Even if the event is shorter than four hours.) Please use a separate check which will be returned to you if the space is left undamaged and clean.

<sup>&</sup>lt;sup>1</sup>Custodian charges begin at your designated arrival time and end when the custodian is satisfied that cleanup is complete. There is a two-hour minimum for the custodian.

<sup>&</sup>lt;sup>2</sup> Room charges begin at your designated arrival time and end when you leave. This includes setup and cleanup time. There is a two-hour minimum for room charges. Usage after two hours is in half hour increments.

<sup>&</sup>lt;sup>3</sup> The "sponsor" discount requires that a member or members of the sponsoring First Parish group act as liaison between the sponsored group and the church staff, taking full responsibility for the management of the event. A representative of the sponsoring group is expected to be on-site during the event as well as during setup and cleanup. First Parish may still require and charge for the custodian, especially for larger events or those open to the public.

<sup>4&</sup>quot;Personal Use" means for a private event such as a birthday party or other celebration.

### APPLICATION FOR USE OF CHURCH PREMISES

Applicant			
Address			
Telephone (Home)			
Email address:			
DAY & DATE of Event:	Start time:	to	
<b>TIME of USE:</b> : Total use of space in Name of Organization:			hrs
Non-profit Tax ID number:			
Type of event:			
Number of people expected: Will food be served? Yes	Admission: Yes N	o Amount: \$	
Will alcohol be served? Yes N			
Caterer's name:			
Space(s) Requested; See Fee Schedu	ile:		
Other equipment needs or requests? suitability of equipment needs and re			ent. Fees and
Police details (if necessary) must be	procured and paid for by the	organization using the	e space.
ESTIMATED FEE \$			
DEPOSIT ENCLOSED \$			
I will be responsible for the Custodia above in accordance with the Applic Governing Use, the User Fee Schedu	ation, the Regulations Gover	ning Use, the Terms a	nd Conditions
SIGNATURE	Date:		
Revised June 13, 2023			

Please deliver to First Parish Arlington at least 14 days before the Event the following:

- Final payment of all fees
- All required insurance certificates and copies of required permits Damage and cleanup deposit.
- Special requests.

If there are any questions, please call First Parish at 781-648-3799 and ask for the Office Manager.

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# For Office Use Only

Custodian Required? YES/NO		
Qualifying Discount %		
Facilities Approved:		
Approved:		
Fee calculated: \$		
Certificate of Insurance Received	Waiver:	Food Permit
Required? YES/NO Received:		Payments Received: Deposit: \$
Date:		
Payment: \$ Date:		
Payment: \$ Date:		
Security Deposit:		
Waiver:		
Amount: \$ Date:		
Collected: \$ Date:		
Returned: \$ Date:		
Revised June 13, 2023		