



FACILITY USE AGREEMENT & APPLICATION

Founded in 1922, St. Mark's Episcopal Church is located in the historic neighborhood of Ortega. With a mission of believing that we are created in God's image, we love and serve so all may know God through Jesus Christ. St. Mark's supports many local ministries which serve the less fortunate in our community.

Facility use falls under the oversight of the Facilities Committee. Requests for facility usage are managed through the church office. No commitment for facility use is final until the Facility Use Agreement and Application have been approved and executed by both parties and the deposit has been submitted. When possible, our facilities will be available for use by other church or school groups, community organizations and boards of various community groups for one-time or short-term usage, but our first priority is to our church, Day School and Diocese programs and needs.

Please review the attached information and sign and return the Facility Use Agreement and Application. A copy of the executed form will be returned to you once approved.

Steps to Facility Use Scheduling:

- Contact the Executive Assistant to the Rector, Jan Phillips, at (904) 388-2681 ext. 202
- Read and sign the Facility Use Agreement and Application and submit facility fee deposit
- Submit a Certificate of Insurance with liability coverage of not less than \$300,000
- Submit facility fee balance due no less than 10 days before the event

St. Mark's Episcopal Church Facility Use Agreement

This Facility Use Agreement ("this Agreement") is entered into and effective as of the ____ day of _____, 2017 between **St. Mark's Episcopal Church**, Jacksonville, Florida ("Owner") and _____ ("User").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. **Facility.** Property address is **4129 Oxford Avenue, Jacksonville, FL 32210**.
2. **Use.** User shall complete the Application form as shown on **Attachment "A"** and use the Facility only for the purposes described in the Application.
3. **Fees.** User shall pay Owner all the facility fees set forth on **Attachment "B"**.
4. **Indemnity.** Owner shall not be liable for any damage or injury from any cause to Users or Users' property, or any of Users, invitees, or trespassers or their property, **including any damage or injury caused by Owner's own negligence.** Users agree to defend, indemnify and hold harmless Owner and its employees, agents, members, guests, volunteers and invitees from any claims, damage, loss, or expense arising from the use of the Facility by User or User's employees, agents, members, guests, volunteers and invitees from any liability, claims, losses or damages for injury or death to any persons or loss or damage to property on or about the Facility from any cause whatsoever, and from all costs or expenses (including but not limited to attorneys' fees whether or not suit be filed) arising from or out of any claim, action, suit, or proceeding relating to the Facility. Users' obligations under this paragraph shall survive termination of this Agreement.
5. **Assignment.** Users may not assign their interest under this Agreement to any other party without the prior written consent of Owner.
6. **Cleaning.** Users are responsible for leaving the Facility in good order before departure. Unless a St. Mark's Episcopal Church employee is present, users shall leave all doors and windows locked and lights turned off upon checkout. Users are required to complete the following before leaving:
 - Return furniture to original location.
 - Wash and put away all dishes and utensils including those in dishwasher.
 - Remove all food from Facility.
 - Place trash in plastic bags. Place trash outside of employee entrance.
 - Appliances, counter and other surfaces must be wiped clean.
 - Carpets and floors are to be broom cleaned of excessive debris.
 - All keys must be returned to Owner.

Failure to complete all the above will result in additional custodial fees.

7. **Cancellations.** The facility fees received may be refunded ONLY if the Facility is not used, no other interested party has been turned away AND the reservation was canceled 48 hours before the event. If the event is canceled less than 48 hours before the event, one-half of the deposit may be refunded.

8. **Changing Reservations.** Any change or transfer of a confirmed reservation is subject to a \$50.00 administrative fee. Owner has the right to refuse to authorize the change of transfer of a confirmed reservation.

9. **Pets.** Pets are not allowed; service animals are welcome.

10. **No Smoking.** St. Mark's Episcopal Church maintains a smoke free campus. All smoking is prohibited on campus, including electronic cigarettes and vaping.

11. **Alcohol.** The types of alcohol that may be served by the User in Leatherbury Hall are limited to beer, wine, and champagne. If beer, wine, and/or champagne are served by the User, alternative non-alcoholic drinks must also be served. An adult must dispense any beer, wine, and/or champagne. The alcoholic beverages must be labeled as such. No minor shall serve or be served alcohol under any circumstances. The User shall not sell or otherwise charge or collect any amount for the alcoholic beverages. The User is responsible for supervising the service and monitoring the consumption of alcohol to ensure that guests, invitees, etc. remain sober and maintain proper conduct and respect for the location.

12. **User Obligations:** User shall pay facility fees which include all utility costs, garbage fees, and deposits incurred in connection with its use of the Facility. Additionally, User shall comply with all applicable laws, statutes, ordinances, and regulations and shall obtain any licenses, permits, or governmental approvals required for the User's event.

13. **Insurance:** User shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with liability coverage of not less than \$300,000.00. Prior to use, User shall furnish Owner with certificates or other evidence acceptable to Owner indicating that the insurance is in effect and providing that Owner shall be notified in writing at least 10 days before cancellation of, any material change in, or renewal of the policy. All insurance policies shall name the Owner as an additional insured.

OWNER: St. Mark's Episcopal Church	USER: _____
Signed: _____	Signed: _____
Title: _____	Title: _____
Witness: _____	Witness: _____

ATTACHMENT "A"

**St. Mark's Episcopal Church
Facility Use Application**

This Application must be returned signed with the deposit to secure your facility use date.

Name of Individual, Club, or Organization (User): _____

Name of Representative (If applicable): _____

Mailing Address: _____

Daytime Telephone #: _____ Email _____

Requested Date of Event: _____ Start/End Time of Event: _____

Nature of Event: _____

Total Cost: _____ Deposit Included: _____

Balance Due (no less than 10 days before event): _____

Liability Insurance Certificate Receipt Date: _____

Representative (Owner)

Representative (User)

Signature

Signature

Date

Date

FOR INTERNAL USE ONLY

Date Received: _____ Received by: _____

Date of Acceptance: _____ User Time/Date: _____

Credit Card (V/MC/AE/DIS) _____

Exp. Date _____ CVV _____

ATTACHMENT "B"

FEES FOR ST. MARK'S EPISCOPAL CHURCH FACILITY USE

a. There is no charge for use by St. Mark's Episcopal Church, St. Mark's Episcopal Day School, or the Diocese of Florida

b. Events during regular church working hours, 2 hour minimum use:

i. The facility fee is \$300 for a 2 hour use.

ii. There is an additional \$50 facility fee for each hour over 2 hours.

iii. This fee includes restroom access, sound system access, kitchen, tables, chairs, coffee, and tea.

iv. A St Mark's Church employee must be present to operate the church owned Audio/Visual/computer systems.

c. Events outside regular working hours, 2 hour minimum use:

i. The facility fee is \$400 for 2 hour use, plus an additional \$100 custodian fee.

ii. There is an additional \$50 facility fee for each hour over 2 hours.

iii. This fee includes restroom access, sound system access, kitchen, tables, chairs, coffee, and tea.

iv. A St Mark's Church employee must be present to operate the church owned Audio/Visual/computer systems.

d. Deposit

i. A deposit of half the total fee is required to be paid when the reservation is confirmed and the balance is due ten (10) days before the scheduled event.

ii. The facility fees may be refunded if

1. The facility is not used, no other interested party has been turned away AND

2. The reservation was canceled 48 hours before the event.

3. If the event is canceled less than 48 hours before the event, one-half of the deposit may be refunded.

e. Waiver of fee

i. Facility fees can be waived at the discretion of the Facilities Committee.

FUNERAL RECEPTIONS

a. There are no fees charged for a funeral reception.

One-half of total fee due at booking as a deposit.

Balance due 10 days before the scheduled event.

Fees subject to change.