

## I. Right to Use of Facilities

### 1. The right to use facilities is hierarchical in the following order.

- a. The Pastor, Parochial Vicars, Deacons, and Administrative Staff
- b. Parish organizations, such as Women’s Club, Building Committee, Fall Festival Committee, Scripture Study, ACTS, Legion of Mary, Cursillos, etc.
- c. Non-Parish Catholic organizations such as Knights of Columbus and Boy Scouts, etc. may request use of facilities.
- d. Non Catholic and Civic Organizations may request use of facilities. They will be required to sign a rental contract and provide proof of insurance.

### 2. Reserving Facilities

- a. The Integrated Parish Schedule(IPS) provides the basis for scheduling Parish Facilities for annual events and regularly scheduled meetings. The contact person for events listed on the IPC is responsible to coordinate facility requirement details with the Parish Secretary. Reservations can be made for the entire year.
- b. Facility requests for events and activities that are not listed on the IPS must be reserved no less than one month in advance by contacting the Parish Secretary via e-mail or in writing. The use of facilities is provided free of charge for all parish sanctioned organizations.
- c. The Parish Secretary will maintain records of all reservation requests and will resolve conflicts when they arise. If time permits a “Hard” conflict for a facility will be referred to the Pastoral Council.
- d. Once a facility has been reserved generally speaking the one who reserved the facility first is the one who gets the use. The Parish Secretary is the only one authorized to place and resolve facility reservations on the calendar.
- e. Organizations are expected to reserve facilities appropriate to the size of the gathering and should take into account the time needed for set-up and clean-up when setting the time frame of usage. All activities should normally be ended by 9:00 p.m. The “Facilities Reservation and Inspection Form, Appendix C” is to be utilized by all groups reserving Parish facilities for regularly scheduled meetings.

### 3. Contact Person

One person will be designated as the using organizations contact and assumes responsibility for the use and cleanup of the facility consistent with parish policy. If policies have not been followed this person will be contacted and required to complete the unfinished task or repair the damages. Failure to satisfy this obligation could result in the organizations loss of privileges to use the facilities.

#### **4. Reservation of the Church**

The church will not to be treated as a multi-use facility. It is reserved for purposes of worship, celebration of Sacraments, pilgrimages to the Relic of the Cross, Novenas, etc.

Weddings, funerals, etc. are scheduled on an availability basis only and may not be scheduled without the approval of a priest/deacon. Weddings are normally scheduled at 10:00 a.m., Noon, or 1:00 p.m. on Saturdays with the rehearsal on Thursday night at 6:00 p.m. or 7:00 p.m.

Church events which are not listed on the IPC may not be placed on the calendar without the confirmation of the priest/deacon. All requests from priest and deacons for events to be scheduled in the church must be submitted to the parish secretary.

#### **5. Rules for Facilities Usage**

##### **General**

- a. All facilities are to be returned to their original condition and arrangement after the usage. This is to include the return of all furniture to its pre-meeting location, and the removal of decorations and trash.
- b. No animals or pets of any kind are allowed on the church grounds or in the parish facilities unless they are a part of an approved and scheduled activity or are in support of a handicapped individual.
- c. No alcoholic beverages are permitted on Church, School, or Athletic field premises except for;
  - a. Sacramental use
  - b. Activities specified in the IPS
  - c. Activities specified in an Occupancy Agreement.
- d. A Daily Temporary Mixed Beverage Permit is required for the sales of Alcoholic beverages when approved for an event.  
[http://www.tabc.state.tx.us/licensing/license\\_and\\_permit\\_description.asp](http://www.tabc.state.tx.us/licensing/license_and_permit_description.asp)  
The user must provide a copy of the permit to the Parish Secretary at least five days prior to the event.
- e. When alcoholic beverages are being served, a qualified security guard approved by the church and with a fee paid by the user, must be at the event during the entire usage time.
- f. When food is served and advertised to the general public users must obtain a Galveston County temporary food service permit. Food prepared in a private home for public consumption is not approved for sale. The Temporary Food Service Permit must be provided to the Parish Secretary 5 days prior to an event.  
<http://gchd.org/ech/forms.htm>

- g. When food is prepared and served exclusively to our or other parishes a temporary food permit is not required.
- h. Food, chewing gum and liquids are not permitted in the church or chapel.

**6. Facilities Rental** - Rental of parish facilities by individuals and non-parish sanctioned groups is arranged by way of An Occupancy Agreement, attached.

In addition the user is responsible for the following:

- a. A completed Special Events Insurance Coverage form and \$25.00 will be mailed directly to the Archdiocese with a copy provided to the Parish Secretary 15 days before the day of rental.  
NOTE: INSURANCE COVERAGE DOES NOT APPLY TO CERTAIN EVENTS SUCH AS CARNIVALS, AMUSEMENT RIDES, SPORTING EVENTS, FIREWORKS, TOURNAMENTS, RV'S, OR WHERE ADMISSION IS CHARGED UNLESS PROCEEDS GO TO CHARITIES.
- b. Temporary Mixed Beverage, Food Service permits and Security as specified in Section 5 General will be provided to the Parish Secretary 15 days prior to the date of the rental.

**MPR Rental**

- 1. \$ 150.00 rental fee for the first three hours of use and \$50.00 per hour thereafter.
- 2. \$300.00 refundable damage deposit. This deposit serves to secure the date on the calendar
- 3. \$200.00 maintenance & cleaning fee

**Parish Hall Rental**

- 1. \$ 750.00 rental fee for the first three hours of use and \$50.00 per hour thereafter.
- 2. \$300.00 refundable damage deposit. This deposit serves to secure the date on the calendar.
- 3. \$200.00 maintenance & cleaning fee

**Parking Lot & Playground Rental**

- 1. \$ 100 rental fee for the first three hours of use and \$50 per hour thereafter
- 2. \$300.00 refundable damage deposit. This deposit serves to secure the date on the calendar.
- 3. \$60.00 maintenance & cleaning fee if School Restrooms are required

**Pavilion Rental**

- 1. \$ 50 rental fee for the first three hours of use and \$25 per hour thereafter
- 1. \$150.00 refundable damage deposit. This deposit serves to secure the date on the calendar.

2. \$60.00 maintenance & cleaning fee if School restrooms are required

## **7. Parking Lot, Playground and Pavilion Restrictions/Limitations**

- a. Layout markings on the pavement shall be with removable chalk and removed after use. Paint or permanent markers or not allowed.
- b. Vehicle load limit should not exceed City of Dickinson street requirements of:  
Single axle load not to exceed 12,000 lbs.  
Tandem axle load not to exceed 36,000 lbs.  
Overall gross weight no to exceed 48,000 lbs.
- c. No dumpsters allowed on paving without a 4 x 8 ft. sheet of  $\frac{3}{4}$ " plywood under each contact point with the paving.
- d. All canopies on the parking lot or pavilion must be anchored to water filled barrels or weighted anchor plates. Penetration into the pavement is not allowed.
- e. Stationary legs of vibrating equipment (generators, compressors, etc.) will be placed on plywood pads.
- f. Areas where fuel or solvents could contact the pavement should be protected.
- g. Users who cook with grease are required to place asphalt roof sheeting on the pavement and to place corrugated cardboard on top as flooring. No grease or oil may be disposed of on church premises.
- h. Cooking equipment such BBQ pits, grill, deep fryers, etc. should be out of the reach of children and away from pedestrian traffic areas.
- i. Users should provide covered containers for garbage and trash. Cardboard boxes are not allowed and plastic garbage bags are required. Organizations renting the facilities are not allowed to use the church dumpster.
- j. All users must clean their use area and not discard unwanted garbage on the church premises.
- k. Rental of the parking lot, playground or pavilion do not include use of the church or school toilet facilities unless specifically stated and cleaning and maintenance fee is provided. Portable toilets will be allowed on the grassy area only.

# SHRINE OF THE TRUE CROSS

## OCCUPANCY AGREEMENT FOR USE OF PARISH FACILITIES

November 1, 2013

This AGREEMENT is entered into by and between Shrine of the True Cross Catholic Church , a parish of the Roman Catholic Archdiocese of Galveston-Houston (herein called "Owner"), and \_\_\_\_\_ (herein called "Occupant") whose mailing address is \_\_\_\_\_.

Whereas Occupant wished 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 leases 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: (delete and initial non-leased facilities).
  - a) Parish Hall beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.
  - b) Parish Playing Field beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.
  - c) Multi-Purpose Room beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.
  - d) Pavilion beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.
  - e) Main Church beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.
  - f) Chapel beginning at \_\_\_\_\_ a.m. /p.m. and continuing through \_\_\_\_\_ a.m. /p.m. on \_\_\_\_\_, 20\_\_\_\_.

Occupant agrees to use the Facilities for the following purpose only:

\_\_\_\_\_  
\_\_\_\_\_

and agrees that any other activity is not authorized by the Owner.

2. Fees. Occupant agrees to pay to the Owner a total fee of \$ \_\_\_\_\_. Owner hereby acknowledges payment by Occupant of \$ \_\_\_\_\_ in full payment of the occupancy fee. Additionally, Owner acknowledges receipt of a security deposit of \$ \_\_\_\_\_ from Occupant to secure Occupant's performance of its obligation under this Agreement. (see paragraph 10)

3. Services. Occupant agrees to pay the maintenance and security services to be arranged by Owner as follows: (delete and initial non-included staff).
  - a) Maintenance, \_\_\_\_ persons for \_\_\_\_ hours at a total cost of \$ \_\_\_\_.
  - b) Security, \_\_\_\_ persons for \_\_\_\_ hours at a total cost of \$ \_\_\_\_.
4. Insurance. Owner hereby acknowledges receipt from Occupant of an application for Special Events coverage through Catholic Mutual Group or a certificate of insurance with coverage limits at the minimum level prescribed by the Archdiocese and naming the parish and Daniel Cardinal DiNardo as additional insured's. A copy of the application or certificate of insurance is attached hereto.
5. Alcoholic Beverage Permit. If applicable, Occupant has obtained a temporary permit to sell alcoholic beverages as required by law and the Owner, and has tendered a copy of his permit to Owner at least five days prior to his occupancy of the parish facility.
6. Temporary Food Service Permit If applicable, Occupant has obtained a temporary food service permit as required by law and Owner, and has rendered a copy of his permit to owner.
7. 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 shall be entitled to use, in connection with this Agreement and at no additional fee, the special lighting and sound facilities, if any, installed in the Owner's Facilities. Occupant, his employees, invitees and customers shall be entitled, in connection with Occupant's use of the Facilities and at no additional fee, to 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.
8. Assignment. Occupant's rights hereunder are not assignable and Occupant shall not be entitled to sublet any part of the Facilities.
9. 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 "Archdiocese"), 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 fees and expenses relating thereto, for 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.
10. Care of 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.
11. Rules and Regulations. Occupant and his 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 the use and consumption of alcoholic beverages, prohibition of weapons, 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 Archdioceses of Galveston-Houston's Alcoholic Beverage Requirements and Procedures, and agrees to comply with these procedures.

12. Vacating Facilities. At the expiration hereof, Occupant shall have vacated the Facilities and removed therefrom all personal property brought by Occupant and its invitees and customers 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.
13. 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 term hereof, or if the security deposit is inadequate, holding Occupant liable for any excess.

No oral 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

By: \_\_\_\_\_

Title: \_\_\_\_\_

For Occupant

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

# SHRINE OF THE TRUE CROSS

## Facilities Rental and Inspection Check-List – Non Parish Organizations

Person representing the organization: \_\_\_\_\_ Phone: \_\_\_\_\_

Organization reserving the facility: \_\_\_\_\_

Facility being reserved: \_\_\_\_\_ Keys Loaned:  \_yes  \_no\_\_\_\_\_

Function for which facilities will be used: \_\_\_\_\_

Date being reserved: S M T W T F S \_(Month) / (Day) / (Year) .

Time of arrival- allow time for set up: \_\_\_\_\_

Time of departure - allow time for clean-up: \_\_\_\_\_

**Please follow this form. Fill it out, checking off items as you complete them. Please drop the completed form off at the office or in the mail slot of the office door before you leave.**

**Those using facilities will be responsible for any damages to facilities or equipment.**

**Abuse of the facilities could result in loss of those privileges in the future.**

**Reservation of facilities are made on condition that one person be designated to take responsibility for completing the checklist and seeing to it that the facilities is secured when leaving.**

**Name of person responsible for the set-up, and the clean-up: \_\_\_\_\_**

**The responsible party will be sure to take care of the following items:**

### Upon arrival, before the event..

- Immediately upon entering the facility disarm the alarm system (if applicable).
- Inspect the facilities. Note, in writing, anything that appears to be out of the ordinary: anything needing cleaning (i.e. spills, food left out or taken into facilities where it has been prohibited), damages (floor to ceiling, inside & outside) - anything that has not already been noted and reported. If you have any doubt, report it.

When moving equipment do not scuff the floor.

### In addition the same individuals who are responsible for the event will follow a procedure for securing the facilities before leaving as follows:

- Please clean up your mess: Supplies are located in the Parish Hall supply closet near the kitchen.
- Clean the floor and mop up any spills, scuff marks, etc.
- Wipe off, with a clean, damp cloth, - all tables and/or counters wherever food or drink has been or wherever there is or has been any sort of debris etc.
- Wash and dry your dishes and put them away.



- Pick up all litter, both inside and outside the facility, & throw it away. Take all trash out to the dumpster.
- Arrange tables and chairs in the configuration designated in the lay-out that has been posted in that facility.
- Inspect all restroom facilities and clean up the mess if one has been made:
  - Check the floor,
  - Check the sink & counter
  - Check stalls (door & walls)
  - Check toilets and urinals
  - If they are running - try to stop them. If they won't stop running, report them immediately.
  - Inspect the toilets & urinals for physical damage. If someone has placed paper towels in them the towels must be removed. They must not be flushed because they will clog the toilet or urinal and will overflow.
  - Flush all toilets and urinals to be certain they are clear of all waste.
  - Turn lights out in the restrooms.
  - Return all equipment in a condition that is clean and in good repair to the designated storage place.

Inspect remaining facilities.

- Note, in writing, anything that appears to be out of order or damaged.
- (If applicable) Turn on or off air conditioning or heating as dictated by the time of year.
- Check all doors (try the knobs or handles and pull on them to be sure they are secured) to be sure they are properly closed and locked.
- Turn out all lights
- Set the alarm (where applicable)
- Be certain the door through which you exit is locked and closed securely.
- Return this form, completed and signed, along with any keys, to the church office (in the mail slot after hours).

As the person responsible for the use of these facilities, I have seen to it that all the church requirements for use of facilities have been fulfilled. In the event that something has been overlooked I will see to it that the matter is corrected immediately upon having been notified.

Responsible Party's Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

**SHRINE OF THE TRUE CROSS CHURCH  
FACILITIES RESERVATION AND UTILIZATION FOR PARISH ORGANIZATIONS**

ORGANIZATION RESERVING FACILITY \_\_\_\_\_ CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

FACILITY/ROOM BEING REQUESTED : FIRST PREFERENCE \_\_\_\_\_ SECOND PREFERENCE \_\_\_\_\_

MEETING FUNCTION \_\_\_\_\_ NUMBER PERSONS INVOLVED \_\_\_\_\_ EVENT ON THE PARISH SCHEDULE ? \_\_\_\_\_

**SINGLE EVENT DATA:** DAY OF MONTH \_\_\_\_\_ CALENDAR DATE \_\_\_\_\_

**RECURRING EVENT DATA** \_\_\_\_\_ WEEKLY \_\_\_\_\_ MONTHLY

PREFERRED DAY OF WEEK OR MONTH (I.E. FIRST TUESDAY) \_\_\_\_\_

SPECIFY SCHEDULE EXCEPTIONS: (I.E. EXCEPT FOR DECEMBER, JULY, AUGUST) \_\_\_\_\_

START TIME INCLUDING SETUP \_\_\_\_\_ DEPARTURE TIME INCLUDING CLEANUP \_\_\_\_\_

WILL ACCESS CARD/KEY BE REQUIRED \_\_\_\_\_

**ORGANIZATION CONTACT IS RESPONSIBLE FOR THE FOLLOWING PROCEDURES**

**ARRIVAL**

INSPECT FACILITY ON ARRIVAL

DISARM SECURITY SYSTEM IF APPROPRIATE

IF MOVING FURNITURE DO NOT SCUFF FLOORS

NOTE ANY DAMAGED CONTENT, FURNITURE AND OUT OF SERVICE ITEMS

NOTE ANY FAILURE TO CLEANUP BY PRIOR OCCUPANT OR UNSANITARY CONDITION

**DEPARTURE**

CLEAN UP AND DISPOSE OF LITTER IN DUMPSTER

CHECK AND CLEAN FLOORS AS NEEDED.

SUPPLIES ARE IN SUPPLY CLOSET NEAR KITCHEN

REARRANGE FURNITURE IN CONFIGURATION AS ARRIVED

CHECK TOILETS AND URINALS ARE FLUSHED OF WASTE AND ARE NOT RUNNING.

PAPER TOWELS LEFT IN TOILETS SHOULD BE REMOVED – DO NOT FLUSH

TURN OUT LIGHTS IN RESTROOMS

WIPE TABLES AND COUNTERS WITH DAMP CLOTH

WALKAROUND AND VERIFY DOORS/ENTRANCES/ AND UTILITY AREAS ARE SECURED

DISHES IF USED SHOULD BE WASHED AND PUT AWAY

AIR CONDITIONING/HEATING (LAST USER – TURN OFF OR RESET TO PROGRAM)

LIGHTS SHOULD BE TURNED OFF

SECURITY SYSTEM SHOULD BE ENABLED.

VERIFY EXIT DOOR IS CLOSED. PULL TO ASSURE THEY AND SECURELY LOCKED.

FACILITY PROBLEMS **NOT REQUIRING** IMMEDIATE ACTION WILL BE REPORTED TO: SYLVIA PEREZ 281-337-4112

FACILITY PROBLEMS **REQUIRING** IMMEDIATE ACTION - REPORT TO : CARMEN GREEN 713-906-5860 OR RICHARD MAYFIELD 281-337-2829

**ABUSE OF THE FACILITY WILL RESULT IN LOSS OF UTILIZATION PRIVILIGES AND CLEANUP CHARGES.**

PERSON CLOSING FACILITY \_\_\_\_\_ Phone # \_\_\_\_\_ Date/Time \_\_\_\_\_