

AMADEO ROOM POLICIES
Church of the Resurrection
Revised September 11, 2018

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Introduction of Rental: The Amadeo Room is a part of the church property of the Resurrection Catholic Church in Burtonsville. You are in the hall portion (bottom floor) of the church building that belongs to the Archdiocese of Washington. Upstairs from the hall is a Catholic Church that is regularly used on Saturdays at 4:00 pm for Confessions and 5:00 pm for a Vigil Mass. Parishioners of Resurrection also park in the parking lot. The inside and outside of the property ultimately belongs to and is Holy ground to the Lord. The User Host (Applicant), their vendors, and guests associated with the event should be mindful of this at all times. Please be aware, that there may be a funeral, wedding, or Baptism taking place on a Saturday morning while the hall is being prepared for an event. At no time before, during, or after an event, are the Host, guests, or vendors allowed in the Church or on the steps that lead to the Church.

Right of Refusal: Resurrection shall have the right to refuse the use of the Amadeo Room by any Applicant, in its sole discretion. Any infraction or deviation from the signed contract will result in complete forfeiture of monies and will immediately be shut-down with no refund possible under any circumstances. Resurrection shall also have the right to terminate any contract if the Host misrepresents the purpose of an event. Disorderly conduct is prohibited. All local and state ordinances and laws of the police and fire departments must be observed. The Host, any representative of the Host, and/or guests should be respectful of the neighborhood community. Resurrection is not responsible for lost or stolen articles.

The Host agrees that it will not engage in or advocate or allow others present at the function to engage in or advocate behavior objectionable to the Catholic Church, including but not limited to drunken, lewd, profane, or obscene behavior. If security or parish personnel observe such behavior, Resurrection may, in its sole discretion, terminate the function immediately without incurring any obligation to refund any fees or security deposits paid by the Host. The Host shall abide by all applicable laws and regulations, including regulations governing permissible levels of noise, and protect, hold harmless, and indemnify Resurrection against any charges, fines, fees, or costs assessed against Resurrection in connection with the Host's violation of any law or regulation. The Host shall promptly and fully comply with any request by the Resurrection or Montgomery County Police to reduce the amount of noise created by the event. If the Host fails to so comply, Resurrection or the Montgomery County Police may terminate the function immediately without incurring any obligation to refund any fees or security deposits paid to Resurrection by the Host.

The Montgomery County Noise Control Law (Chapter 31B of the County Code) was established to defer any noise disturbances. The Law defines a noise/sound disturbance as follows:

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- a) Unpleasant, annoying, offensive, loud, and/or obnoxious.
- b) Unusual for the time of day or location where it is produced or heard.
- c) Detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful contact of business because of loudness.

Quiet must be maintained after 11:00 pm for all evening events. Resurrection reserves the right to take action regarding noise levels to include ending an event and/or not refunding the deposit. The Host shall be responsible for obtaining and maintaining at its own expense, and represents and warrants that it now has, all licenses, permits and certifications required by any government agency or professional licensing organization. The Host shall comply with all laws and regulations applicable to its event and shall conduct its event in a manner consistent with the highest standards. The Host shall pay all fees, fines, taxes, and any other costs, including reasonable attorney's fees, assessed against or incurred by Resurrection in connection with any action or controversy relating to the conformity of Resurrection's property's uses under this agreement with property's tax exemption, the compatibility of the Host's activities on Resurrection's property with Resurrection's certificate of occupancy for the property, or any other alleged zoning or regulatory infraction relating to the Host's activities on Resurrection's property.

Resurrection is excused without liability from performing this Agreement if, in its sole discretion, Resurrection's facilities must be closed on the date or dates of the function or event due to inclement weather, riot, strike, fire, flood, act of terrorism, or any other circumstance over which Resurrection cannot reasonably be expected to exercise control. If Resurrection's facilities must be closed on the date or dates of the event or function, Resurrection will make the applicable facility available to the Host at a later date or dates of Resurrection's choosing at no extra cost to the Host, if the Host so desires.

Event Conflict: Events held at The Church of the Resurrection may not conflict with any weekend liturgies. Saturday evening events may not start until 7:00 pm and Sunday events may not start until after 2:00 pm. There will be no events on First Friday Adoration, no exceptions.

Applicant Host: The Applicant Host (Host) is the person responsible for the event and has signed the contract and provided any information as required by Resurrection. The Host must be present at the event for the entire time as stated in the contract. The Host will be held solely responsible for the agreed upon rental and for any injury or damages sustained during the duration of the rental and occupancy on the premises. The Host is responsible and must maintain an orderly event and will be held liable for any guest, invitee, or visitor actions while on the premises. The Host and any persons in attendance must confine themselves to the areas permitted for use. Adults are responsible to keep children in permitted areas only.

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No Smoking: The Church of the Resurrection is 100% smoke free. There is no smoking allowed anywhere on the property.

Security: **Montgomery County Police** have been hired to provide security services for Resurrection and are authorized to close down any event if there is any form of a disturbance or if any of Resurrection's policies are broken. There will be no exceptions to this provision. Should Montgomery County Police find it necessary to end any event, at any time, for any reason, there will not be any refunds of deposits or payments. The Host will forfeit all monies given to Resurrection in relation to the event.

Loitering/ Alcohol Consumption: Loitering on Resurrection grounds, including the parking lot, hallways, classrooms, the Sanctuary, and/or the playground, before, during or after the event is not permitted. If alcohol is permitted, at no time may alcoholic beverages be consumed anywhere on the property except in the Amadeo Room. No illegal substances are permitted at any location on the property of the Church of the Resurrection. **Resurrection and/or the Montgomery County Police have the right to end the event if such loitering or alcohol/illegal substance consumption occurs.**

Alcoholic Beverages: Alcohol may be served but not sold. It is illegal to serve liquor to anyone under the age of 21. Other than ceremonial wine or champagne, no beverages are to be served in glass bottles. **The serving of alcoholic beverages must end 30 minutes before the conclusion of the event.** **Montgomery County Police** have the authority to either end the event or escort anyone found to be in violation of the policy from Resurrection property. There are no exceptions to this policy.

Capacity of Hall: **The legal capacity of the Hall is 250 people.** If any event exceeds the 250 attendee limit, **Montgomery County Police** have the permission of Resurrection Parish to immediately end said event. There are no exceptions to this policy. In the case of the Montgomery County Fire Marshall (and/or a representative) or the Montgomery County Police being notified because of default of this policy, any citations will be the sole responsibility of the Host.

Security Deposit: The Host must pay a security deposit of \$500.00. The Security Deposit is required to secure the date and is due when the rental agreement is signed. This relates to all private events as no "holds" will be placed on the Hall without the Security Deposit.

Non-Transferable: The Host event is non-transferable and is restricted to the stated hours and intended use of the Hall.

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Payments: Payment for a rental will be accepted via currency, check, or money order. Checks and/or money orders should be made payable to The Church of the Resurrection. Checks returned for non-payment are subject to a service charge of \$30.00. The \$500 Security Deposit is due at signing. 50% of the remaining balance is due 60 days prior to the event and the remaining balance is due 30 days prior to the event. If the event is booked less than 30 days in advance, payment for the entire event is due in full at the time of signing of the contract. In the event that the Host fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance of the rate of 3% a week until it is paid. The cost to rent the Hall is as follows:

4- Hour Rental of Hall	1,500.00
Security Deposit	500.00
Event Manager/ Clean-up of Hall	350.00
Rental Insurance	125.00
Montgomery County Police Officer (\$40 per hour for 5 hours)❖	200.00
	<u>\$2,675.00</u>

Please note that all payments must be brought to the Resurrection Parish office with a prior appointment made. **No payments will be accepted without an appointment.**

❖ A cash payment for security is due at time of signing of contract.

Cancellation: Written notification must be received at least 30 days before the event. Please refer to the chart below regarding time line and amounts refunded.

<i>Date of Receipt of Written Notice of Cancellation</i>	<i>Cancellation Fee as % of Already Paid</i>
Within 30 Days of Event Date	100%
Between 3 months and 30 Days prior to Event Date	75%
Between 6 months and 3 months prior to Event Date	50%
Between 9 months and 6 months prior to Event Date	25%

Rental Time: Rentals may not continue beyond 12:00 am (subject to change by the Archdiocese of Washington), no exceptions. The last dance is to be announced 15 minutes prior to the conclusion of the event. The Host will promptly perform clean up responsibilities as outlined in these policies. Host and all of Host's guests, and property, including decorations must be removed from the premises no later than 1:00 am, or one hour after the event end time, whichever is sooner.

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Personal Property: All equipment and other personal property of the Host, its agents, servants, employees, contractors, licensees and invitees in and on the property of the Church of the Resurrection or the parking areas shall be and remain therein under any and all circumstances at the sole risk of said parties and the Church of the Resurrection shall in no event be liable to any such person or party for any damage to, or loss thereof, including without limitation, any damage caused by the bursting, leaking or over flowing of water, sewer or sprinkler pipes or plumbing fixtures.

Decorations: The Host will be allowed access to the Hall prior to the event between the hours of 9:00 am and 4:00 pm on a weekday and from 8:30 am and noon on a Saturday. The Host will coordinate with Resurrection the date and time that is convenient for the Host to have access to the Hall to decorate. Decorations, banners, or signs may not be pinned, taped, or otherwise affixed to the walls, ceiling, windows, or floors. Confetti or rice may not be used within the Hall or the surrounding property of Resurrection. All decorations, supplies, and property of the Host must be removed one hour after the closing time of the Event. There are no exceptions regarding decorating of the Hall. Decorations must not affect or damage any portion of the Hall, inside or outside, or any part of the building and/or grounds belonging to the Church of the Resurrection. **NO SMOKE OR FOG MACHINES ARE PERMITTED! If smoke or fog machines are used, the event will be automatically ended.**

Tables and Chairs: Resurrection Parish provides tables (round and rectangle) and chairs for the Host's event use. The Host will be provided a floor plan of the Hall to chart out where tables and chairs should be set up. Said floor plan is due to Resurrection no later than 72-hours prior to the event. If Resurrection does not receive a floor plan, the Hall will be set up in a generic manner. The Host, any representative of the Host, or guest(s) are not allowed to add any additional tables or chairs once the hall has been set up according to the floor plan. If the Host chooses to use different chairs or tables, then those chairs and/or tables, must be removed from the Church of the Resurrection property the same day/evening of the event. The Host must notify Resurrection 72-hours prior to the event if Resurrection tables and/or chairs will not be used.

Facility Maintenance: During the event time, set-up time, and break-down of the event, the Host will keep the hall in a clean, safe, and sanitary condition. The Host shall take good care of the premises and maintain that all equipment and furnishings are in good condition during the contracted terms of the rental time to include set-up and clean-up of the event. The Host or designated persons are responsible for removing trash from the hall, kitchen and restrooms. All trash items must be placed in the dumpsters. All items should be removed from the tables; to include plates, flatware, glasses, cans and bottles. All food and beverage items are to be thrown away in the dumpsters and not left in the refrigerators. Any items left in the hall

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after the event will automatically become the property of the Church of the Resurrection. The host will not cause or permit any hazardous substance to be used, stored, generated, released, or disposed of on or in the premises.

**Use of Kitchen/
Food and Beverages** The use of the kitchen is included in the rental package. The use of the kitchen includes the refrigerator, sink, ice machine, and counter tops. The stove is a warming stove and warming oven only may be used. **NO COOKING OF FOOD IS PERMITTED.** If there should be any form of cooking, the event will be ended and no refund will be provided.

Soliciting/Advertising: Soliciting is not permitted in the Church, the Hall, or anywhere on the property of Resurrection.

Political Events: No political events of a partisan nature will be allowed in any Resurrection facility.

**Default and/or
Termination:** Except as otherwise provided in these policies, either party shall have the right to terminate the contract. Resurrection shall have the right to terminate the contract for any one or more of such reasons set forth below upon notice to the Host:

- a) If Host or the Event violates any of the provisions as stated in the Policies.
- b) In the event that the Host fails to make any payments as described in the Policies or Contract Form.

**Insurance and
Indemnification:** All events, regardless of size, time of function, or day of function, are required to have Archdiocese of Washington (ADW) rental insurance. The cost of said insurance is \$125 (per event). The cost of the insurance is included with the cost of the event. Resurrection will send the payment and form to Catholic Mutual. There are no exceptions to this policy.

The Host agrees to defend, protect, indemnify and hold harmless the Church of the Resurrection against and from all claims arising from the negligence or fault of the above named Host or any of its agents, employees, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above-identified event or function held at the Church of the Resurrection.

The Church of the Resurrection expressly reserves the right to cancel the event, at no liability to the parish and with no obligation to reschedule the event or return any applicable deposit, if HOST fails to fulfill HOST's obligations to carry insurance as provided above.

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Loading/Off-Loading of Event Items: For convenience, there are carts to assist with the entry and exit of event items. The only unloading that is permitted from a truck parked on the side walk is that of heavy equipment. If the condition of the side walk is left with any marks and/or stains from the vehicle used to unload, these actions will be considered as a condition of breaking the security deposit.

I have read the above policies for renting and use of the Amadeo Room and parish facilities from the Church of the Resurrection. I understand that I have agreed to adhere to each policy and that at any time, should any policy be broken before, during, or after my event by me, a guest or a vendor, that Church of the Resurrection has the right to cancel and/or end my event. I understand that if any of the policies are not followed by me, a guest or any vendor of my event, that the Church of the Resurrection in has the right to keep my deposit and any other monies made toward the rental.

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Printed Name: _____ Date: _____

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Signature: _____ Date: _____

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Resurrection Representative: _____ Date: _____