



**All Saints' Episcopal Church**  
**106 W Church St**  
**Frederick MD 21701**  
**301-663-5625**

**Facility Rental Overview**

All Saints' Episcopal Church is a parish located in historic downtown Frederick. We are committed to live as witnesses to Christ's love and welcome the opportunity to serve you as a rental patron at our Parish. Please review this packet, which includes the Rental Application, the Rental Facility Agreement, the deposit requirements, and the policies and procedures for rental.

**Procedures for rental:**

An application for use must be completed and submitted for approval to the Facilities and Events Coordinator at All Saints' Episcopal Church. Once the application is approved, a deposit must be made to reserve the facility and a facility agreement signed.

All licenses required by law and certificates of insurance associated with use of the facility must be submitted at least 14 days before the event. Applications will be processed on a first-come, first-served basis. The Rector of All Saints' Episcopal Church has the final approval authority.

**RENTAL APPLICATION**

**Event Name:** \_\_\_\_\_

**Group/Organization:** \_\_\_\_\_

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

Agreed usage/purpose: \_\_\_\_\_ No. of People \_\_\_\_\_

Agreed fee(s): \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

Email: \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Responsible Party:** \_\_\_\_\_

Alt. Contact: \_\_\_\_\_

*I agree to abide by the policies outlined in the Facility Rental Agreement regarding use of the facilities at All Saints' Episcopal Church.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Date(s) of Rental:** \_\_\_\_\_ **Time(s):** \_\_\_\_\_

**Frequency:** One Time Event  Recurring:  Weekly/Monthly/Annually

Sun                  Mon                  Tue                  Wed                  Thu                  Fri                  Sat

**Room(s):** \_\_\_\_\_ **Kitchen:** Yes/No

**Equipment:**

Microphone                   Extension Cord                   TV/VCR   
Lectern                   PowerPoint Projector                   Easel   
Screen                   Piano

*All Saints' Episcopal Church*  
*Facilities and Events Coordinator:* \_\_\_\_\_

**RENTAL AGREEMENT**

This Facility Rental Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between All Saints' Episcopal Church ("Owner") located at 106 W. Church, Street, Frederick, MD 21701 and \_\_\_\_\_("Renter"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows.

### **1. Rented Space**

Owner hereby grants to Renter a temporary license for use of the following space:\_\_\_\_\_ ("Rented Space") for Renter's \_\_\_\_\_. Renter will have access to this space on the following day(s)/time(s)\_\_\_\_\_. Renter's license to use the Rented Space is limited to the date(s)/times(s) as provided for in this Rental Agreement and Renter has no rights to be present in the Rented Space at any other time. Renter also understands and agrees that Renter and their guests, must share the common areas of All Saints' Episcopal Church with other guests of the Owner and that Renter does not have exclusive use of All Saints' Episcopal Church.

### **2. Rental Fee & Deposit**

- a. Renter shall pay \$\_\_\_\_\_ for use of the Rented Space. The full Rental Fee is due no later than ten (10) days before the event.
- b. At the time of signing this Agreement, a 50% deposit per event is required to reserve the room(s) and date(s) for all events.
- c. The Rental Fee and deposit can be paid with cash, check or money order. Owner does not accept Credit Cards.
- d. For recurring events, all Rental Fees not paid within ten (10) days of the event, will result in loss of use of the Rented Space and the forfeiture of the deposit.
- e. Upon receipt of the full Rental Fee, the deposit shall become a damage deposit and will be returned within two (2) weeks of the event, unless there is damage to the Rented Space or any other portion of Owner's property, due to actions of Renter or their guests. Owner will provide notice to Renter if any portion of the damage deposit is withheld to cover damages.

### **3. Termination**

- a. Renter may cancel an event 30 or more days in advance and as long as written notice is provided to Owner, the deposit(s) will be refunded.
- b. If Renter cancels the event within 30 days of the event date, everything except the deposit, will be refunded.
- c. Owner may terminate this Agreement 30 days prior to the event date, for any reason and the entire deposit(s) will be refunded.
- d. Owner may terminate this Agreement at any time if:
  - i. Renter fails to pay the Rental Fee or any other charges due hereunder when due: or
  - ii. Renter fails to perform any of its covenants hereunder or violates any of Owner's policies and procedures.

### **4. Damage Charges:**

- a. As provided for in Section 2(e) the damage deposit will be used for any damages incurred.
- b. In the event that damage charges exceed the damage deposit, the Renter will pay all monies within 14 days after Renter has received a bill from Owner for repairs.
- c. Failure to do so will result in collection activities and Renter will be responsible for attorney fees and collection costs.

### **5. Adherence to CDC or Local Health Guidelines**

In the case of any novel virus', Renter agrees to adhere and follow all CDC and local health guidelines concerning the steps necessary to limit the spread of such virus. Owner reserves the right to

notify Renter of such guidelines and Renter will comply with the guidelines as provided. Owner reserves the right to update the guidelines as necessary and they are subject to change, as necessary to be in compliance with CDC guidelines and best practices.

#### **6. Release and Hold Harmless**

Renter agrees to release, hold harmless and/or indemnify Owner, including Owner's agents, employees, insureds, and representatives, from any and all liability, damage, expense, suit, and costs of defense (including reasonable counsel's fees) arising from any injury or damage including but not limited to bodily injury, personal injury, emotional injury, sickness from novel disease transmission or property damage which may result from Renter or Renter's guests or invitees using the premises at 106 West Church Street, Frederick, Maryland, its entrances and exits, and surrounding areas, for Renter's purposes, regardless of whether such injury or damage results from the negligence of Owner, including Owner's agents, employees, insureds, representatives, or otherwise.

#### **7. Insurance**

Renter shall be responsible for carrying general liability insurance, including coverage for bodily injury, property damage and personal injury liability in an amount of no less than \$300,000 and medical of \$5,000. Renter shall name Owner as an Additional Insured. A certificate of insurance shall be provided to Owner at least fourteen (14) days prior to the event.

#### **8. Assignment and Sublicensing**

Renter shall not assign any interest in this Agreement or otherwise transfer or sublicense the Rented Space or any part thereof or permit the use of the Rented Space to any party other than Renter.

#### **9. Interference**

Renter shall use the Space in a manner which shall cause not cause interference with the use or occupancy of the other portion of the building by Owner or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Owner in maintaining the building. Renter must provide proper respect for other events, including church-related events, that may be occurring at the same time. Interference with other events may result in suspension of Renter's event.

#### **10. Renter's Responsibilities**

- a. Renter may only use the Rented Space during the contracted time.
- b. Adequate time must be included in the rental for set-up and clean up. Deliveries, set-up, and clean up must be performed during contracted time. Renter(s) must make their own arrangements to receive deliveries of equipment and food during contracted time. Any exceptions must be specifically approved in advance by the Parish Administrator.
- c. Premises must be left in the same conditions in which they were found, including the removal of all decorations. All trash must be bagged and left beside or in trashcans.

#### **11. Limitation of Use**

- a. The Rental Space and Owner's building may not be used for any purpose which is inconsistent with All Saints' Episcopal Church and the Episcopal Diocese of Maryland's mission and vision.
- b. The Rental Space and Owner's building may not be used in connection with any sanctioned political organization or meetings or any events that espouse political views.

#### **12. Decorations**

- a. Use of tacks, tape, glue, nails, or any other item used to affix decorations that may result in damage to flooring, ceilings, walls or furnishings in the facility is prohibited.

- b. Renter must review decoration plans with Parish Administrator before the event.

### **13. Vendor Policies**

Renter is fully responsible for vendors regarding clean-up, garbage removal, conduct and damage or excessive cleaning for Owner. Renter will be solely responsible and may be charged and/or lose any claim to damage deposit.

### **14. Rules and Regulations**

The following is a list of rules and regulation to be upheld by Renter, their guests and vendors.

#### **a. Behavioral conduct**

- i. Renter is responsible for the conduct of the guests attending the event.
- ii. Smoking is prohibited at all times and in all portions of the church building.
- iii. The use of profane or vulgar language or behavior is not permitted.
- iv. Disorderly event attendees shall be immediately escorted from the premises.
- v. Animals, except for guide animals, are prohibited.

#### **b. Alcoholic beverages**

- i. Renter must adhere to **all** Maryland and Frederick County laws.
- ii. Renter agrees to pay for 3<sup>rd</sup> party security services (rent-a-cop) for the duration of event if the Parish Administrator deems it necessary
- iii. No one under 21 may be served.
- iv. Alcohol may only be sold with a permit and only with the approval of the rector.

#### **c. Food preparation and handling**

- i. Use of the kitchen is included in the rental fees for the Great Hall or the Parish Hall.
- ii. Kitchen must be left clean and orderly. Trash must be placed or disposed of in designated containers.
- iii. There is **no** garbage disposal in the kitchens. All plates, pots, pans, platters, etc. need to be scraped of all food before being put in the sink and/or the dishwasher. Sinks must be cleaned.
- iv. All leftover food must be removed from the facilities.

#### **d. Any group using the kitchens will be responsible for providing their own**

- i. Coffee, tea, sugar, cream, etc.
- ii. Paper products
- iii. Other disposable items.

- e. Open flame candles are prohibited. Votive or hurricane styles may be used with a bottom to collect any wax.

### **15. Governing Law & Venue**

This Agreement shall be governed by Maryland Law. Both parties consent to venue in Frederick County, Maryland.

### **16. Disputes**

Owner and Renter agree that this Agreement is not a lease or a sublease of space but it is merely a license to use the Rented Space. The parties hereby waive trial by jury in any action brought by either of them arising in any way in connection with this Rental Facility Agreement, without limit, the relationship of Owner and Renter and/or any claim of injury or damage. Renter hereby waives any and all notice

periods provided by law for Tenants including, without limit, the notice to quit and the notice of an Owner's intention to re-enter premises.

**17. Attorney's Fees**

If Owner has to file any legal action to collect any amount owed under this Agreement from Renter, Renter is responsible for all attorney's fees and court costs. If there is any legal action filed by either party, to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

**18. Miscellaneous Provisions**

a. This Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

b. No indulgence, waiver, election or non-election by Owner under this Agreement shall affect Renter's duties and liabilities hereunder.

c. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

d. The descriptive headings used are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the parties.

e. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.**

**OWNER: ALL SAINTS' EPISCOPAL CHURCH, LLC**

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

\_\_\_\_\_  
**Date**

**RENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email