



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

Wedding 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 Wedding Facility Rental 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 Facility Manager at All Saints' Episcopal Church. Once the application is approved, a deposit must be made to reserve the facility and a Wedding Facility Rental 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 Location: _____

Address: _____

Ceremony Cost: _____ Organist Cost: _____ Streaming and Recording Cost _____

Agreed total fee(s): \$ _____

Email: _____ **Phone:** _____

Responsible Party: _____

Alt. Contact: _____

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

Signature: _____ Date: _____

Date(s) of Rental: _____

Beginning Time: _____

Ending Time: _____

Equipment:

Microphone

Extension Cord

TV/VCR

Lectern

PowerPoint Projector

Easel

Screen

Piano

All Saints' Episcopal Church Facility Manager: _____

WEDDING FACILITY RENTAL AGREEMENT

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 attorney'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 Rented Space in a manner which shall not cause interference with the use or occupancy of the other portion of the building by Owner or others in any manner. 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 of the Event Date

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 during the 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.

d. Renter is required to provide their own clergy for the Event Date. Renter's proposed clergy must be vetted and approved by the Owner prior to the Event Date.

11. Owner's Responsibilities

a. Owner will be responsible for AV operator if streaming and recording is included in this Agreement. However, Owner will not be responsible for any content that is created during the filming of a ceremony at the Rental Space on the Event Date. Owner will provide AV operation services in good faith, however Owner makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any footage obtained.

12. Scope of Use

- a. The Rental Space is to be used only for the Event Date for Ceremonies.
- b. This Agreement allows Rental Space for four (4) hours on the Event Date. All time exceeding the agreed upon four (4) hours may result in Renter being charged \$500.00 per hour for every additional hour.
- c. This Agreement does not include reception space on the Owner's premises. If Renter desires to rent the premises for a reception space, Renter will be required to enter into a separate agreement with Owner.
- d. Streaming and recording packages are available for the Historic Sanctuary.

13. Limitation of Use

- a. The Rental Space and Owner's Facility 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 Facility may not be used in connection with any sanctioned political organization or meetings or any events that espouse political views.
- c. Renter and their agents are prohibited from placing items on the altar of the Owner's property.

14. 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 Facility Manager before the event.

15. Vendor Policies

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

16. Rules and Regulations

The following is a list of rules and regulations to be followed 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 and Facility.
- 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 in the Facility.

b. Alcoholic beverages

- i. Alcohol is only permitted for the Eucharist, but is otherwise not permitted during the Event.

17. Governing Law & Venue

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

18. 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.

19. 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.

20. 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 effect 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