

# *Trinity Episcopal Church*

*Hobbs House Community Center*

200 High Street

Hampton N.H. 03842

(603)-926-5688

## Policy for the use of Trinity Episcopal Church property

### Recurring Use License

**Use of the Facilities:** The facilities of Trinity Episcopal Church are available on a limited basis to organizations of an educational or character-building nature with prior approval by Trinity's Bishop's Committee.\* Approval for the use of the facilities is granted following guidelines set forth by the Bishop's Committee and in compliance with the agreements below. **We require that the attached Facility License Agreement be completely filled out, signed and returned to us at least two weeks before the upcoming month's meeting.**

*\*This committee meets once a month on the third Tuesday of the month – please plan your request accordingly.*

**Fee Schedule:** We ask that fees be paid in advance, at which time the event will be recorded on our event calendar, and that checks made out to Trinity Episcopal Church. *If you would like to request that the Bishop's Committee consider reducing the fees below, due to financial constraints of your non-profit organization, you may do so through the Bishop's Committee.*

<u>Facility</u>	<u>Use Fee</u>	<u>Occupancy Limit</u>
Trinity Episcopal Church Sanctuary: Rehearsal Fee	\$300.00 (per event, up to 4 hours use) \$50.00 (for rehearsal for above event held on a separate day)	_____
Hobbs House Hall	\$100.00 (up to 4 hours use)	_____
Guild Room or Meeting Room	\$50.00 (up to 4 hours use)	_____
Kitchen use	\$50.00 (up to 4 hours use)	_____

**Availability:** Use of the church facilities is subject to the congregation's needs. Parish sponsored programs do take precedence over outside use of the facilities. Please note: should an unexpected event of pastoral importance arise (such as a funeral with reception) that requires the use of the space you have rented; the group's contact person will be notified immediately.

### Regulations:

1. The fees for use do not cover clean up or trash removal. Groups are responsible for sweeping, cleaning and trash disposal of all areas used, inside and outside, including the Bathrooms.
2. Tables and chairs will be returned to their proper place – neatly.
3. **Smoking is not permitted inside the buildings under any circumstances.** You may only smoke outside the building and at least ten (10) feet away from any entrance, parked vehicles or walkway. All stubs shall be put out properly disposed of, not left on the grounds.
4. If you are using the Sanctuary, the space behind the Alter rail is available only with prior written permission. Also, furniture and other decoration shall not be moved without the prior written permission by Trinity's Bishop's Committee.
5. Trinity Episcopal Church has a **NO ALCOHOL POLICY**. Only Communion Wine during worship services is allowed. Alcohol is not permitted in the church buildings or on the church grounds.
6. Usage shall not exceed the Occupancy limits set forth above.

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7. Use of the chairlift is reserved exclusively for the handicapped. Groups shall carefully monitor the activity of its members, guests and invitees around and about the chairlift to prevent damage to the lift and injury to any person or persons.

**Liability and Damage:** Groups who use our facilities are responsible for any damages to the church property during the contracted time period. We require that groups using our property have liability insurance to protect their guests and the church, as Trinity Church is not responsible for damages or loss to anyone using these facilities. All groups will sign a Facility License Agreement which contains a provision to release Trinity Church from any liabilities, damages, lawsuits, and attorney fees regarding the use of this property. Trinity Church may require evidence of insurance naming Trinity Church as an additional insured.

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FACILITY LICENSE AGREEMENT  
RECURRING USE LICENSE

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Trinity Episcopal Church with an address of 200 High Street, Hampton, NH 03842, Licensor (hereinafter “Trinity Church”) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter “Licensee”).

WHEREAS, Licensee desires to use the **(Sanctuary), (Hobbs House Hall), (Guild Room), (Meeting Room), (Kitchen)** (circle all that apply) for the purposes described herein; and,

WHEREAS, Trinity Church is willing to permit Licensee to use said Facility in such a manner as described herein, and

WHEREAS, the Facility represents considerable investment by the members of the Trinity Church congregation for the buildings, land and equipment that belong to Trinity Episcopal Church,

WHEREAS, the policy of Trinity Church is to make our facilities available for worthy community activities, and it is the desire of the parish that our property be utilized in a manner consistent with the mission of the church,

NOW, THEREFORE, in consideration of the fee hereinafter provided, and the mutual promises and agreements contained herein, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

1.1 Trinity Church grants a license to the Licensee to use and the Licensee licenses from Trinity Church the following facility and, unless otherwise specifically set forth below, no other facility, or portion thereof:

\_\_\_\_\_ with an occupancy limit of \_\_\_\_\_ (hereinafter “the Facility”).

1.2 This license is for recurring use of Facility on \_\_\_\_\_ (*for example - the first Tuesday of each month*) commencing \_\_\_\_\_ a.m./p.m. and expiring at \_\_\_\_\_ a.m./p.m. Trinity Church reserves the right to revoke this license for any reason by giving thirty (30) days’ written notice to Licensee.

1.3 The Licensee shall have the right to occupy and use the Facility for the purpose of \_\_\_\_\_ (the “Licensee’s Use”) and no other purpose. The presence of a Trinity representative, as facilitator, before, during, or after the period of Licensee’s use shall not be construed as

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supervision of the Licensee's use, and, despite the presence of a Trinity representative, if any, Licensee shall be and remain responsible and liable for the supervision of the its attendees during Licensee's use.

1.4 The Licensee shall not assign this License nor sublet the Facility.

1.5 Use of the Facility is subject to the congregation's needs. Parish sponsored programs take precedence over outside use of the facilities. Please note: should an unexpected event of pastoral importance arise (such as a funeral with reception) that requires the use of the space you have rented; the group's contact person will be notified immediately.

1.6 Trinity Church reserves the right to change this License Agreement and/or the regulations for the use of the Facility.

2. LICENSING FEE

2.1 To use the Facility, the Licensee agrees to pay Trinity Church, the sum of \$\_\_\_\_\_, for each incident of Licensee's Use which shall be payable no less than seven (7) days in advance.

2.2 Cancellation Policy: If a reservation for our facilities is cancelled more than three (3) weeks in advance of the reserved date, a 100% refund of all fees paid shall be provided. If the cancellation is less than three (3) weeks in advance, a 50% refund of any fees paid will be provided. (If Trinity Church has to close its facility due to weather or other calamity, a full refund will be issued.)

3. INDEMNIFICATION AND HOLD HARMLESS

3.1 The Licensee is solely responsible for the activities, supervision, and safety and welfare of participants, including, but not limited to, times when participants are in common areas of Trinity Church, such as parking lots, walkways, and bathrooms. This agreement is made upon the express condition that Trinity Church shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the Licensee, its agents, or employees, or third persons, from any cause or causes whatsoever while in or upon Trinity Church property or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of the Facility or any activity carried on by the Licensee in connection therewith, and the Licensee hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold Trinity Church, its officers, agents, and employees, harmless from any and all claims, losses, suits, demands, causes of action of whatever kind and nature, proceedings, damages or liabilities, including attorney's fees, on account of or by reason of any such injuries, death, liabilities, claims, suits, or losses however occurring or damages growing out of the same.

The Licensee agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. The Licensee shall maintain order among its membership and guests, and will not cause or

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permit anything to be done to mar, deface, or otherwise render the Facilities or other Trinity property unusable. The Licensee shall leave the Facilities in the same condition as they were at the commencement of occupancy.

3.2 If the Facility or any part thereof, or any other part of Trinity Church property is damaged by fire or if for any reason, which in the judgment of Trinity Church renders the fulfillment of this Agreement by Trinity Church impossible, the Licensee hereby expressly releases, discharges, and will save harmless Trinity Church, its officers, agents, and employees from any and all demands, claims, actions and causes of action arising therefrom.

3.3 Trinity Church may require Licensee to purchase, at its own expense, a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of New Hampshire and acceptable to Trinity Church, covering Licensee's Use, in the amount of \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. Trinity Church shall be named as an insured in any insurance policy required hereunder.

Insurance required : \_\_\_\_\_ (no) \_\_\_\_\_(yes) \_\_\_\_\_  
Licensee's initials  
\_\_\_\_\_  
Trinity Church

3.4 A certificate evidencing the insurance required under this Agreement shall be delivered to Trinity Church no later than ten (10) days prior to the commencement of Lessee's Use. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten days written notice to Trinity Church.

4. MISCELLANEOUS

4.1 Any personal property left at the Facility by the Licensee, its agents, guests, patrons, and invitees, shall, after a period of ten days, be deemed abandoned and shall become property of Trinity Church to be disposed of or utilized at Trinity Church's sole discretion.

4.2 Licensee shall be liable for all damage to buildings, grounds, gardens and equipment incident to the Licensee's use of the Facility.

5. PROHIBITIONS AND REGULATIONS

5.1. Licensee is responsible for sweeping, cleaning and trash disposal of all areas used, inside and outside, including the Bathrooms.

5.2 Licensee shall be allowed to use Trinity Church tables and chairs and Licensee shall be responsible for set up and breakdown after Lessee's Use. Tables and chairs will be returned to their proper place – neatly.

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5.3. **Smoking is not permitted inside the buildings under any circumstances.** Smoking is permitted only outside the building and at least 10 feet away from any entrance, parked vehicles or walkway). All stubs shall be put out properly disposed of, not left on the grounds.

5.5 Trinity Church has a **NO ALCOHOL POLICY**. Only Communion Wine during worship services is allowed. Alcohol is not permitted in the church buildings or on the church grounds.

5.6 Usage shall not exceed the Occupancy limits set forth above in Paragraph 1.1.

5.7 Use of the chairlift is reserved exclusively for the handicapped. Groups shall carefully monitor the activity of its members, guests and invitees around and about the chairlift to prevent damage to the lift and injury to any person or persons.

TRINITY EPISCOPAL CHURCH

LICENSEE

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

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