



ST. MARK'S EPISCOPAL CHURCH

FACILITIES POLICIES

INTRODUCTION

St. Mark's Episcopal Church and School share space and services, custodial and facilities staff, and a master calendar. Before the school's fall semester begins and by the church's August Rally Day, we know most of the recurring events and meetings, have assigned classrooms and meeting rooms for these activities, and have added them to the master calendar.

Building/facility use is limited to spiritual and educational use only. The use of the facilities is limited to those associations and organizations whose activities, purposes, and intentions are legal, ethical, moral, pertinent, and are in agreement with both and have no conflict with either of the following missions:

ST. MARK'S EPISCOPAL CHURCH

St. Mark's mission is to joyfully welcome all people into a faithful community to praise God and to be transformed by Christ's love through worship, fellowship, teaching, and service to others.

ST. MARK'S EPISCOPAL SCHOOL

The community of St. Mark's Episcopal School celebrates the uniqueness of each child. We are stewards of our students' intellectual curiosity, faith, and passion for discovery. We cultivate joy, playfulness, and growth in a child-centered environment.

Included in this guide are:

- Qualifying Users
- Facility Rooms Description
- Steps to Facility Scheduling
- Fees for Facility Usage
- Rules and Regulations
- Space Request Form
- Release and Indemnity Agreement Form
- Acceptance of Responsibility Form

QUALIFYING USERS

Building use activities fall under the jurisdiction of the governing boards of both Church and School, and is managed by the Facilities Administrator. St. Mark's has a number of long-standing relationships with community organizations for ongoing use, such as the Boy Scouts of America and Alcoholics Anonymous. Availability for such ongoing usage is limited but can be considered. Local organizations for one-time or short-term usage also use our facilities. When possible, we attempt to make our facility available for such groups. Our first priority is to programs and membership needs of the church and school. Priority is then given to nonprofit groups that are supported by the church and school, and finally to other nonprofit organizations.

Approval of the use of the grounds and facilities does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use facilities must not advertise the event in such a way as to imply endorsement by the St. Mark's community. No activities or advocacy may take place within our buildings or grounds that conflict with the bylaws and the practices of this congregation, school, and denomination.

1. Facilities are not available for any "for-profit" group or organization.
2. Organizations engaged in partisan political campaigns are not eligible to use church facilities.
3. Facilities are not available to anyone, including members, who refused to use the facilities in agreement with St. Mark's Church beliefs and practices.
4. All requests for use of the facilities must be scheduled through the Facilities Administrator with the requesting person or representative appearing before an office staff member with a "Use of Church Facilities Application" completed at that time. St. Mark's reserves the right to ask for proof of proper I.D.
 - A. Groups that have been issued a key must understand that having a church key does not permit unrestricted use of St. Mark's facilities. Use of and access to rooms/facilities other than those assigned (includes copier, electronic equipment, etc.) are required to have PRIOR office approval.
 - B. All group meetings must be coordinated with the church office and the church calendar to avoid overbooking.
 - C. Facility use is only for specified time as stated in the application.
 - D. St. Mark's Church and School understand that groups occasionally find that the room reserved for them is no longer suitable. Office approval is required PRIOR to using a different room.
 - E. The Facilities Administrator must have accurate contact information for two (2) members of your group (*a primary and a secondary*). It is the group's/organization's responsibility to see that the Facilities Administrator has accurate information.

STEPS TO FACILITY USE SCHEDULING

1. Fill out a **Use of Church Facilities Application**. One is in this guide, or you may obtain one from the church and school administrative offices, or at our websites: www.stmarks-houston.org or www.stmes.org.
2. Attach any additional information you feel might be useful in helping us determine if we can accommodate your group.
3. When two or more requests are submitted for the same date and time, St. Mark's groups will have priority. When two internal groups request the same date, time, and facility, the first-come, first-served rule will apply. The exceptions to the rule will be if the two groups can work out an amicable solution to scheduling their activities.
4. Return a copy of the form to the Parish Administrator (church) or Business Manager (school), Facilities Administrator, and Staff Representative working with you.
5. The Rector will decide on appeals to requests, and requests that do not meet the mission of church and school.
6. Regarding your event note that St. Mark's Church is not to be listed as a contact for information. St. Mark's Church will not be responsible to inform people of cancellations, changes, etc.
7. No signage/advertising may be posted on St. Mark's Church property without PRIOR permission from the church office staff.
8. All signage is subject to Property Committee approval.
9. User groups may not use the name "St. Mark's Church" in any publicity without PRIOR permission. You may list St. Mark's Church's address (3816 Bellaire Blvd., Houston, TX 77025) for directional purposes only. You are requested to provide us with copies of any literature, posters, publicity, etc. pursuant to your event. The sponsoring organization must be clearly identified.
10. Capacities for rooms are established by the Fire Department. A fire lane must be kept clear. Violations of these rules are violations of city codes.
11. Responsible care of the building and equipment is required at all times: damage and/or breakage must be reported to a member of the office staff within one business day of the event.
12. St. Mark's Church is not responsible for any lost, damaged or stolen articles.
13. The contact person(s) shall assure that all participants are aware of and obey this policy. The behavior of each participant reflects on your entire group and affects your future use of the facilities.
14. In the event of an Emergency such as fire, personal injury, etc. call 911 to report the emergency and then contact the Rector, Sextons, Property Chairman, or Kitchen Coordinator. See listing located on the contact page.

15. Follow Severe Weather precautions provided in the appendix and posted within St. Mark's Church.
16. A signed copy of this Facilities Use Policy should be distributed to the primary contact person(s) associated with the event.
17. Everyone using St. Mark's Church facilities must obey all church rules, and all federal, state and local laws and act in accordance within ABC values, principles, goals and mission.

PROOF OF LIABILITY INSURANCE

All vendors, outside organizations or individuals requesting to use our space must provide a certificate of insurance naming St. Mark's Episcopal Church and School as additional insured. A chart of minimum required coverage is provided on Exhibit C to the Facilities Use Agreement.

FEES FOR FACILITY USAGE

Fees are based on one segment of time. A segment is considered up to four hours. An overtime rate after four hours will apply at \$100 each additional hour. The church and chapel may be used only for worship, weddings, funerals, school chapel, eighth grade graduation and baccalaureate service, and such occasions as are appropriate to the worship space. Events such as recitals must be approved by the Rector.

Type A Receptions and Special Events

Type B Educational and other activities that are considered an extension of our ministry as evidenced either by our financial support or application

ROOM	TYPE A	TYPE B
Sanctuary	\$1,500 (weddings)	--
Hauser Hall	\$500	\$500
Office Parlor <i>May be reserved only during business office hours M-F, 9:00 a.m. to 5:00 p.m.</i>	\$100	\$100
Youth Room <i>May be reserved only during business office hours M-F, 9:00 a.m. to 5:00 p.m.</i>	\$100	\$100
Gym/Flex Space	\$500	\$500

All fees must be paid to the Church or School Office at the time the event is booked. A security deposit of \$500 will be required. Assuming the property is left in the same condition as it was reserved, the deposit will be returned after the event. The fees listed do not include hiring an officer for security or traffic control.

FACILITY ROOM DESCRIPTIONS

Church (our sanctuary is used only for worship services including school chapel, weddings, and funerals).

- Capacity is 365.
- Room Layout: The Nave has two rows of 19 fixed pews with an aisle in the middle, plus 3 rows of shorter pews at the baptismal font. The Chancel has 40 choir and chapel chairs with rush sets. The Balcony has 4 pews.

Enderle Chapel (our chapel is used only for worship services, weddings, and funerals).

- Capacity is 20-25.
- Room Layout: Single row of 4 pews.

Margaret's Parlor (located in the church building at the west end of the Narthex)

- Capacity is 20.
- Room Layout: The furniture in this room may not be moved. Furniture includes one sofa, one club chair, two wing-backed chairs, two armchairs, four side chairs for round table, side table, side board, end tables.

Hauser Hall, our parish hall

- Capacity: with tables and chairs is 180.
- Capacity: with one chair per person set up theater style is 200.
- Room Layout: approximately 30' X 78' with capability to move furniture as needed.

Office Parlor, Room A100

- Capacity is 50.
- Room Layout: Conference table that seats 16, sofa, love seat, two armchairs, coffee tables, end table, sideboard, round table with four chairs, library, television with DVR player, white board, telephone.

Youth Room, Room A111

- Capacity is 50.
- Room Layout: Fixed stage area in southwest corner with sofa, open space for tables and chairs if necessary.

Vesting Room, Room A115

- Capacity is 10.
- Room layout: Conference table seats 10, white board.

Parent Guild Idea Lab, Room B200

- Capacity is 32.
- Room Layout: Eight modular tables that can be put together for one long conference table, or moved apart.

Music Room, Room B123

- Capacity is 35.
- Room Layout: Upright piano, mobile risers that can be moved/removed from the room, closets for choir vestments and costumes.

Flex Space, Room B127

- Capacity is 75.
- Room Layout: Collapsible all-in-one tables with stools that can be moved aside to create open space, concession area, restroom, access to Reeder Gym, elevator.

Reeder Gymnasium, Room B128

- Capacity is 400.
- Room Layout: Stage, basketball hoops, retractable risers for seating, restrooms.

G Building Gymnasium, Room G107

- Capacity is 80.
- Room Layout: half-court, no spectator seating, limited restroom availability.

RULES AND REGULATIONS

In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in our customary practices not specifically mentioned here, the Vestry Property Committee or their delegated representative shall decide the matter and all individuals and groups shall abide by the Property Committee's directions or forfeit immediately the use of any part of the facility.

If questions arise pertaining to contents of this policy, you may contact the Property Committee of the Vestry through the church offices.

ALCOHOL POLICY

1. All applicable federal, state, and local laws must be obeyed, including those prohibiting the serving of alcohol to minors.
2. Alcoholic beverages of any kind may not be offered for sale on St. Mark's property.
3. Beverages or food containing alcohol must be clearly labeled.
4. Whenever alcohol is served, non-alcoholic beverages must be offered and readily available.
5. The offering of alcohol or the fact that alcohol will be available must not be used to promote an event.
6. The group or organization sponsoring any activity or event at which alcohol will be served must have permission from the St. Mark's Vestry Property Committee, and must comply with St. Mark's policy on alcohol. The sponsor must also provide alternative transportation for anyone whose capacity to drive may be impaired.
7. No alcoholic beverages may be served or consumed at any activity, event, program, trip, or retreat for children or youth.
8. Hard liquor may never be served on St. Mark's property.
9. These policies apply to any event or activity of a St. Mark's related entity such as schools, youth groups, outreach ministries, and the like, regardless of location.

BICYCLES AND SKATEBOARDS

Students are encouraged to ride their bikes to school but riders must remain in the painted bicycle lanes in the parking lot. Bicycle racks are provided outside the Flex Space, Room B127. Skateboards and bicycles are not allowed in the parking lot, sidewalks, ramp to veranda, or on the veranda.

BREAKAGE

All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage, or breakage. The person signing the application for use shall be responsible for paying costs incurred by the church and school in cleaning, repairing, or replacing any part of the building or its furnishings and equipment that in the judgment of the Facilities Administrator has been carelessly or irresponsibly subjected to more

than normal wear and tear by the persons or group involved. Please report damaged or broken equipment to the Facilities Administrator immediately.

CHILDREN AND YOUTH

All who are employed by the Episcopal Diocese of Texas, its churches, schools, and diocesan entities, including volunteer staff and all who work with children or youth, will be asked to agree to and will be bound by *The Diocesan Policies for the Protection of Children and Youth from Abuse*. Safeguarding God’s Children training is valid for five years.

- Every program for children and youth must meet established ratios for adults and children. Compliance with the established ratio is required at all times, including activities that occur off church and school premises.

Infants (ages 0-1)	one adult to three infants (1:3)
Toddlers (ages 1-2)	one adult to six toddlers (1:6)
Age 2- 8 th grade	one adult to eight children (1:8)
9 th – 12 th grade	one adult to twelve youth (1:12)

- Church and school personnel and volunteers are prohibited from being alone with a child or youth or multiple children or youth where other adults cannot easily observe them.
- Church and school personnel aged 21 or older must directly supervise church and school personnel and volunteers younger than 21 and be physically present during all activities.
- No person will be permitted to supervise an immediate family member unless another non-related adult is present. An immediate family member is defined as the spouse, parent, child, sibling, grandparent, partner, or co-habitant. This also applies to in-law and step-family relationships. Related personnel may minister together as long as an unrelated adult is present.
- Adult supervision of every child is mandatory. While St. Mark’s has two playgrounds, they are for school and church use only. Children are not permitted to climb over the fence to gain entrance.

A complete handbook of our Safe Church policies can be found in the school and church offices, and on the Diocese of Texas website at www.epicenter.org.

DECORATIONS AND NOTICES

Decorations may be attached to the glass with tape, masking tape, or painters tape only. Please do not use any type of tape, nor any adhesive, glue, tacks, nails, staples, Command Hooks, etc. to attach notices or decorations to the walls, floors, ceilings, the cloth covered panels, woodwork, beams, or doors. Please use the easels or hangers (in Hauser Hall) that are provided. All decorations and approved notices must be removed immediately and completely following the event.

The church hosts an art show in Hauser Hall at times throughout the year. No art may be disturbed, moved or removed without permission from the Parish Administrator.

EMERGENCY SCHEDULING CONFLICTS

The church reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.

EQUIPMENT RENTAL

No equipment or furnishings belonging to St. Mark's are to be removed from the building for personal use. If equipment or furnishings are needed off-site for church or school related activities, approval must be obtained from the Parish Administrator or School Business Manager.

Rental of bounce houses, animals/petting zoos, etc. are not permitted without special permission from the church and/or school leadership.

Any equipment rented from an outside source (such as tables, chairs, electronic equipment, etc.) may be delivered the day before the event and must be removed within two days after the event. The sextons are not responsible for signing off on content or receipt of the delivery. St. Mark's does not have a loading dock. We request that deliveries not be made during carpool time.

FIRST AID

First Aid Kit Locations

- Church closet in Narthex near Enderle Chapel
- Church Offices' Kitchen (Serving)
- Nurse's Office
- Hauser Hall Kitchen

Defibrillator Location

- Flex Space, Room B127

FOOD AND DRINK

There is no food or drink allowed in the Church or Enderle Chapel. All other food and drink requests shall be noted on the **Space Request Form**.

GAMES OF CHANCE POLICY

Gambling is defined as participation in any game or activity where money or objects of value may be won by chance. Gambling must not be a regular or frequent part of the activities of any congregation, school, or diocesan institution. Occasional special events or fundraisers that include bingo or a raffle are permissible, provided the value of any prize does not exceed the \$600 IRS reporting threshold.

KEYS AND CLOSURE

The sextons are responsible for securing the buildings at the end of each workday. Individuals directly involved with the ministries of St. Mark's will be issued a key by the Facilities Administrator as appropriate.

KITCHEN USE

All lounge and kitchen areas should be left in a clean and in a presentable manner. Users are responsible for cleaning their own dishes, disposing of leftover food, wiping down countertops, sinks, and microwave ovens after each use. The housekeeping staff will sanitize, mop, and remove trash each evening.

HAUSER HALL KITCHEN

The Hauser Hall Kitchen is used not only by church and school members, but by the caterer that supplies school lunches during the school year. Groups that use Hauser Hall Kitchen, in partnership with the sextons, must:

- Clean and return all tables and chairs to designated positions
- Keep pantry orderly
- Wash and dry all dishes, pots, pans, and utensils and return them to storage position
- Wash/wipe clean all countertops, stovetops (including burner trays and oven), microwave oven, refrigerators, and freezers
- Sweep floor
- Dispose of all leftover food and drinks
- Launder and return tablecloths within three (3) business days
- Take trash to dumpster

LINENS AND DECORATIONS

If you use St. Mark's tablecloths, tableware, decorations, etc. you are responsible for their care, and for returning the items immediately. Tablecloths are to be machine washed. Stains should be pre-treated using an appropriate pre-treating product. They will require no ironing if they are washed on a permanent press cycle. Do not use bleach or hot water. Dry on permanent press and allow for the cool down cycle to eliminate wrinkles. Fold and return to Church Office within three business days.

NURSERY USE

Our goal is to provide a safe, nurturing environment for babies and toddlers during services and St. Mark's events. During worship services, the Nursery, Room C136, is staffed with professionals who provide care for infants through three years of age. A minimum of two

caregivers will be in the Nursery at all times when children are in the room. Contact the Director of Ministries to arrange for nursery care that is not within our published schedule. Childcare is available by reservation only one week prior to the event.

ORGAN AND PIANO USE

Permission to use the organ or piano must be granted by the Choirmaster/Music Director. The Choirmaster/Music Director schedules having the piano and organ tuned by a professional of his/her choice. Requests for additional tunings will be at the user's expense. The Baby Grand Piano in the sanctuary should not be moved except by permission from the Choirmaster/Music Director, and may require the assistance of professional movers. The upright pianos on casters may be moved with permission, but only by our sextons.

The Choirmaster/Music Director must approve guest musicians and rehearsal times.

PARKING LOT

Parking on campus is available only during the period of time that a group has contracted to use the facility. Parking is available on a first-come, first-served basis and excludes certain spots specifically reserved for handicap and school auction winner during the school year. St. Mark's has 120 parking spaces, which includes three handicap spaces at the school's entrance and two in front of Hauser Hall. On Sundays, there are three additional handicap spaces near the entrance of the church.

School year carpool times to note are from 7:30 to 8:30 a.m., 12:30 to 1:00 p.m. for Early Childhood and from 2:30 to 4:00 p.m. for the rest of school grades. Police officers are hired to help with traffic control on school days.

For large events, the Facilities Administrator may deem it necessary to hire a police officer for traffic control and security. In that event, or if you request an officer, the Facilities Administrator will schedule an officer at your expense. The current rate per officer is \$50 an hour working a guaranteed minimum of four hours.

Valet parking services, if needed, are at your own expense and coordination.

Any damage to vehicles is at the owner's expense; St. Mark's is not responsible for theft or damage to personal property.

PLAYGROUNDS, COURTYARD AND GREEN SPACE

Children may not use the playgrounds without adult supervision. Teachers, childcare givers, parents, and volunteers should be actively observant, not distracted with conversation or other activities. Children need daily reminders about safety rules, climbing, what to throw and where (balls, not dirt/sand or stones), and how to play safely. General guidelines include respect of the equipment and landscaping through proper usage and behavior. Climbing over the gates or on top of play structures is not allowed.

Playground designations are:

- The Early Childhood (EC) playground is an area designated for children in Preschool 2's through Kindergarten.
- The Courtyard green space is for elementary aged children. Simple games or tag may be played in this area.
- The large playground is designated for elementary aged children through middle school (ages 5-12).

RECYCLING

Recycling of paper is a practice of the St. Mark's community. Receptacles are located in the church offices' kitchen (Servery), copy rooms, each office, and Flex Space.

ROOM SETUPS

All rooms have been designated with a standard room setup. If your meeting or group requires a different setup, please provide a diagram of your proposed room setup when you submit your Space Request Form.

SAFETY AND FIRE

St. Mark's works to maintain a safe and secure environment within the facility; however, no systems are foolproof. Exterior doors and gates should never be propped open. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. St. Mark's is not responsible for theft or damage to personal property.

All users of St. Mark's Episcopal Church and School shall conform to fire and safety ordinances.

SANCTUARY AND HAUSER HALL SOUND SYSTEMS

The sound systems have been designed and installed with preset buttons. Altering of the soundboard or preset buttons is not permitted. Use of equipment is by special permission only.

SMOKING POLICY

St. Mark's is a non-smoking facility.

STORAGE

There is no excess storage available for organizations other than church and school groups; and as such, all organizations using the facility will be responsible for storing props, accessories, and materials offsite.

TIMES OF BUILDING AVAILABILITY

Monday through Friday from 7:30 a.m. to 9 p.m.

Saturdays from 8 a.m. to 2 p.m. (otherwise overtime for sextons will be incurred)

Sundays from 7:30 a.m. to 8 p.m. during the school year when Youth Group is active.

Sundays from 7:30 a.m. to 1 p.m. when school is not in session.

WEAPONS POLICY

No firearms (including license to carry), switchblades, hunting knives, explosives, etc. are allowed on St. Mark's property. The only exception is for professional law enforcement officials.

Texas License to Carry a Handgun laws were created and amended as the result of the passage of bills by the 84th Texas Legislature. Text of subsection as added by Acts 2015, 84th Leg., R.S., Ch. 437 (H.B. 910), Sec. 47 effective August 1, 2016 states:

... (b) A license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, on or about the license holder's person:

...(6) on the premises of a church, synagogue, or other established place of religious worship.

ST. MARK'S EPISCOPAL CHURCH & SCHOOL

USE OF FACILITIES APPLICATION

John Giffin, Facilities Administrator 713-662-1210 Jgiffin@stmes.org

Meeting Name / Organization	
Person Requesting Space	
Staff Liaison	
Contact Information	Home Phone _____ Work Phone _____ Cell Phone _____ E-Mail _____
Meeting Day & Date	
Meeting Time	From _____ To _____
Recurring Meeting	Start Date _____ End Date _____
Room Requested	Hauser Hall / Kitchen <i>Please circle</i> Church Office Parlor Gym / Flex Space Church / Chapel Vesting Room Music Room Margaret's Parlor Youth Room Upper Library Conference Room
Refreshments	<i>Please fill in number of people expected</i> Coffee _____ <i>Please circle if applicable</i> Decaf Coffee _____ You will bring in food or beverages Ice Water _____ Caterer will use our kitchen and provide certificate of insurance Iced Tea _____ Lemonade _____
Furniture & Equipment	<i>Please provide quantity needed for each</i> Tables - Rectangular _____ Easels/Flipcharts _____ Tables - Round _____ Poster Stands _____ Chairs _____ Podium/Microphone _____ Tablecloths - Rectangular _____ AV Setup _____ Tablecloths - Round _____ Screen _____ Banner _____
Hiring of Officer/ Security *	YES NO Hours Needed: from _____ to _____ * At user's expense, refer to Parking Lot section of Facilities Policy

FACILITY USE AGREEMENT

This Facility Use Agreement (hereinafter "Agreement") is entered into by and between St. Mark's Episcopal Church and School a Texas Nonprofit Corporation, with offices at 3816 Bellaire Blvd., Houston, TX 77025 (hereinafter "Lessor"), and _____ a Texas Nonprofit Corporation, with offices located at _____, Texas (hereinafter "Lessee"), on this ___ day of _____, 20__.

Lease of Facility

Lessor agrees to lease to Lessee, and Lessee agrees to pay for the use of part of the facility described in Exhibit "A" (hereinafter referred to as the "Facility"). A portion of the Facility will be used by Lessee for event(s) by a group of invited guests (hereinafter referred to as the "Event"). The Event is described in Exhibit "B."

Term

The duration of the lease created under this Agreement shall be from 12:00 pm of the ___ day of _____, 20__, through and including 10:00 pm of the ___ day of _____, 20__ (hereinafter referred to as the "Term").

Fee

Lessee shall pay to Lessor the sum of \$ _____ .00 for the use of a portion of the Facility during the Term of this Agreement (hereinafter referred to as the "Fee"). Payment is due and payable in any commercially acceptable manner at least two (2) days prior to the commencement of the Term of this Agreement. In the event Lessee remains in possession of the Facility outside the permitted possession, Lessee shall pay to Lessor an additional fee calculated at a rate of \$ _____ .00 per hour, or portion thereof.

Deposit

Lessee shall, on execution of this Agreement, pay to Lessor a security deposit in the amount of \$ _____ .00 (hereinafter referred to as the "Deposit"). Lessor shall withhold and retain from the Deposit any amounts required to pay for any costs incurred to repair damages to the Facility caused by Lessee and/or attributable to the Event, other than ordinary wear and tear. Lessor also shall withhold and retain from the Deposit any amounts due to Lessor under the other provisions of this Agreement. The Deposit, or any remaining portion thereof, shall be returned to Lessee within thirty (30) days of expiration of the Term of this Agreement. If the Deposit is not sufficient to pay for all amounts due to Lessor under this Agreement, then Lessee will pay Lessor the balance of the amounts due to Lessor on demand.

Cancellation

If Lessee cancels the Event less than seven (7) days prior to the commencement of the Term of this Agreement, and Lessor is not able to lease the Facility to another party under the same terms as this Agreement, then Lessor shall withhold and retain the Deposit.

Capacity

At all times, the occupancy of the portion of the Facility shall not exceed _____ people. Lessor shall be allowed to take any action necessary to enforce compliance with this Provision, including, but not limited to, terminating the Event prior to the expiration of the Term of this Agreement.

Condition of Facility

Lessor shall be responsible for ensuring that the Facility is adequately heated and/or cooled, well lighted, and in good working order.

Support Personnel

Lessor shall provide all personnel deemed necessary by Lessor for the proper operation of the Facility. Lessee shall be liable for any injuries or damages sustained by such personnel, except for injuries or damages sustained on account of the wanton, reckless, and intention misconduct of Lessor.

Food

Lessor may provide externally prepared food and beverages for consumption at the Event. No food and beverages shall be prepared in the Facility kitchens without the prior written approval of Lessor.

Cleaning

Lessor shall provide ordinary and customary janitorial services. Any extraordinary janitorial services that are required, as reasonably determined by Lessor, shall require the payment by Lessee to Lessor of an additional fee calculated at the rate of \$ _____ .00.

Limitations on Use

No intoxicating substances, controlled substances, or tobacco shall be allowed at the Facility or on church property. No construction in, or alterations to, the Facility shall be allowed without the prior written approval of Lessor. No forms of entertainment to take

place at the Facility during the Event shall be allowed without the prior written approval of Lessor. Small scale entertainment (e.g., skits, singing, videos) among participants at the Event is permissible. Lessor shall have appropriate number of Event Leaders that meet the following minimum criteria: successful background checks, appropriate discipline for good order at the Event (e.g., preventing fighting, bullying, sexual harassment, sex acts; limiting access only to authorized Facility area, avoiding loitering on church property when coming to and leaving the Facility and church property, etc.).

Compliance with Laws

Lessee shall at all times comply with all federal, state, and local statutes, ordinances and regulations. This includes, but is not limited to, obtaining any licenses, certifications, and/or permits necessary for the Event. Lessee agrees that St. Mark's Episcopal Church and School property will be used in accordance with the Rules and Regulations of the Vestry Property Committee.

Insurance

Lessee, at its sole cost and expense, shall procure and maintain throughout the Term of this Agreement insurance protecting and indemnifying the Facility. Lessor, Lessor's employees, agents or contractors, Lessee, invitees, and any other person entering the Facility under the express or implied invitation of Lessee against all claims for injury or damage to persons or property or for the loss of life or of property occurring upon, in, or about the Facility. The insurance shall afford minimum protection during the Term of this Agreement of not less than the minimum requirements contained in Exhibit C. All such insurance shall be effective under valid and currently enforceable policies, and shall be issued by insurers of recognized responsibility acceptable by Lessor. Lessee shall provide proof of insurance at the signing of this Agreement and at anytime requested by Lessor. Lessee shall add Lessor as "an additional insured" on Lessee's Certificate of Liability Insurance for the term of the lease.

Indemnity

The other provisions of this Agreement notwithstanding, Lessee hereby agrees to indemnify Lessor and hold it harmless from any loss, cost, expense, damage, claims or causes of action arising out of the negligence or misconduct of Lessee, its employees, agents, contractors or invitees, or any other person entering the Facility under the express or implied invitation of Lessee, or arising out of the use of the Facility by Lessee, or arising out of any breach or default by Lessee in the performance of its obligations under this Agreement.

Waiver

One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Miscellaneous

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Entire Agreement

This agreement contains the entire agreement between the parties, and no agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

Governing Law

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

LESSOR:

LESSEE:

ST. MARK’S EPISCOPAL CHURCH

By: _____
PRINTED NAME:

By: _____
PRINTED NAME:

TITLE:

TITLE:

EXHIBIT C

**ST. MARK'S EPISCOPAL CHURCH AND SCHOOL
REQUIRED COVERAGES:**

**LIMITS OF
LIABILITY**

WORKERS' COMPENSATION/EMPLOYERS' LIAB. (required only if entity has employees)

Workers' Compensation – Statutory	
Employers' Liability	
Bodily Injury by Accident - Each Accident	\$ 500,000
Bodily Injury by Disease - Policy Limit	\$ 500,000
Bodily Injury by Disease - Each Employee	\$ 500,000
Coverage Extensions:	
Waiver of Subrogation in favor of school or church	
30 Day Notice of Cancellation, Non Renewal or Reduction of Coverage and/or Limits to school or church	

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

Limits of Liability	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$1,000,000
Automobile/Buses	\$5,000,000
Fire Damage (Any One Fire)	\$ 1,000,000
Medical Expense	\$ 5,000
Damage to rented premises (each occurrence)	\$ 300,000
Coverage Inclusions/Extensions:	
Premises & Operations	
Independent Contractors	
Personal and Advertising Injury	
Products/Completed Operations	
Contractual Liability Including Assumed Defense	
Aggregate Limit Per Location	
Waiver of Subrogation in favor of school or church	
School or Church named as Additional Insured	
Insurance as Primary and Noncontributory	
30 Day Notice of Cancellation, Non Renewal or Reduction of Coverage and/or Limits to school or church	

AUTOMOBILE LIABILITY (Covering all Owned, Non-Owned and Hired Autos):

Limits of Liability:	
Bodily Injury & Property Damage Combined - Each Accident	\$ 1,000,000
Coverage Extensions:	
Waiver of Subrogation in favor of school or church	
School or church named as Additional Insured	
30 Day Notice of Cancellation, Non Renewal or Reduction of Coverage and/or Limits to school or church	