

GUIDELINES FOR USE OF PARISH HALL AND GROUNDS

1. Authority.

In accordance with the Canons of the Episcopal Church [III.14.1(c)] in the Diocese of Virginia, the church and all other parish buildings with their appurtenances, as well as the grounds, are under the control of, and for the support of the ministry of, the Priest who must approve all usages. The church building may be used only for Services of the Episcopal Church and in accordance with The Book of Common Prayer. This means that only clergy of The Episcopal Church may preside but we are pleased to invite other clergy to assist in the Marriage Liturgy. At the discretion of the Priest, the church building may be used for concerts or for dramatic productions deemed appropriate.

2. Priority of Usage.

It is expected that every use of the grounds and Parish Hall of Ware Church will be compatible with the Christian teachings of the Episcopal Church. Ware Church's grounds, as well as the various other rooms in the Parish Hall are primarily for church activities, but may be available secondarily for the private use of members and their families, and next for the private use of non-members, and for the use of community organizations and activities.

3. Restrictions.

- a. Each use must be approved by the Rector. The Rector may seek the advice of the Senior and Junior Warden prior to granting approval for use.
- b. A member-sponsor is required for a private function of a non-member.
- c. Ware Church's facilities may not be used to raise funds for an individual's income, for wages, and/or for profit -- although organizations might be allowed to use the facilities for purposes of internal fund raising.
- d. A person or group that abuses the rules, the grounds, or the Parish Hall, or fails to abide by the established time schedule may be refused permission for continued or future use.
- e. In the Parish Hall, the Nursery and educational materials/supplies may not be used for private functions nor by community organizations and must be left undisturbed.
- f. Leaders of groups of children or youth who use the church facilities will be required to read the Diocese of Virginia's Child Abuse Prevention Policy and sign a form indicating that they have read and understand the policy and agree to abide by it. Church facilities will not be available to groups whose leaders refuse to read and sign the policy.
- g. After each occasion of use, long-term users must leave the lights off, and the building clean and secured.

4. Scheduling.

Each use of the grounds or Parish House must be scheduled in advance with the Rector and approval placed on the calendar in the church office. This includes rehearsals, practices, and/or preparation time prior to an activity.

5. Responsibilities. Grounds and Parish Hall users shall be responsible for:

- a. the proper conduct and appropriate dress of persons in attendance;
- b. leaving the Parish House and grounds, after use, free of trash, garbage, etc.

c. the care of church property: undue wear and tear, damage, or destruction must be reported to the Priest, and will be repaired or replaced by Ware Church and billed to the responsible person or group.

6. Alcoholic Beverages. Alcoholic beverages may not be consumed on the premises. On occasion, the Priest may waive this regulation --- in which case an Alcohol Beverage Control License is not necessary unless beverages are sold. When permission has been granted to serve an alcoholic beverage, an equally attractive non-alcoholic beverage also must be served.

7. Equipment Use. A user may not bring in any type of equipment or machinery without the permission of the Priest. All church-owned equipment (tables, chairs, etc.) is to be set up and afterwards put away by the user. The user is to leave the room(s) clean and in good order.

8. Designated Communicator. Each person or organization using the grounds or the Parish House shall designate one person to communicate with the Priest and provide the church office with this person's name, address, and telephone number before approval for use will be granted.

9. Proper Supervision Required. Each activity is to be properly supervised at all times so that, for instance, there will be no running inside or in the parking lot. Two adults must supervise all children on the property at all locations children are gathered.

10. Space Limitation. Each use of grounds or Parish Hall shall be confined to the area(s) approved by the Priest.

11. No pets are allowed on the premises.

12. Closing Time. All activities must be concluded so that grounds and Parish House may be cleaned, vacated, and secured no later than 11:00 P.M. unless otherwise approved in writing by the Priest.

13. Liability. A Certificate of Insurance in the amount of \$1,000,000 and/or a hold harmless agreement will be required. A sample CI and Hold Harmless Template is enclosed.

14. Requirements for all Groups - church and private functions.

- a. Each outside organization must provide its own tablecloths, napkins, and all other disposable or launderable products associated with a meal or a reception.
- b. All kitchen equipment and utensils must be left clean and returned to the proper storage places.
- c. Floors must be left clean in the kitchen and in all rooms used.
- d. All trash must be taken off premises.
- e. No food may be left in the refrigerator(s) following any function or activity.

WARE EPISCOPAL CHURCH
APPLICATION FOR PERMISSION TO USE THE FACILITIES

Name of Organization or individual _____

Name of Function _____

Date _____

The function will take place from _____ to _____ (time).

Set-up will begin at _____ (time). Clean-up will be completed by _____ (time).

The expected number of people attending will be _____.

The liaison on site at all times during the function, set-up, and clean-up will
be _____.

The liaison's phone numbers are Home: _____

Work: _____ Cell: _____

General:

Will food be served at the function? yes // no

Will alcohol be served? yes // no

Will items be offered for sale? yes // no

Will donations be collected? yes // no

Will fees be charged to participants? yes // no

Will the kitchen appliances be used? yes // no

Please make sure the Certificate of Insurance is attached when submitting the application.

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between _____ hereinafter called Lessee, and Ware Episcopal Church and the Diocese of Virginia, hereinafter called "Lessor," on this _____ day of _____ in Gloucester, Virginia.

Agreement

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of Ware Episcopal Church and The Diocese of Virginia (hereinafter referred to as Ware Episcopal Church), a non-profit religious institution. References to Ware Episcopal Church include the Trustees of the Lessor, its individual trustees, employees, and volunteers.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Agree to indemnify and hold harmless Ware Episcopal Church from any and all claims, liabilities, demands, damages, debts, costs, expenses, lawsuits or judgments of any nature, including reasonable attorney's fees, based upon or arising out of any personal illness, bodily injury, death or tangible property damage, theft or loss caused by, resulting from or arising out of Lessee's or its vendors in preparation of, during, and following use of premises.
2. Understand that the Lessor shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event Lessee shall indemnify and hold harmless Lessor for any such claims paid, including Lessor's reasonable attorney's fees incurred resulting from such claim.
3. Understand that In the event any claim or suit is brought against Lessor within the scope of this Agreement, Lessee shall pay for legal counsel chosen by Lessor to defend against such claim or suit.
4. Understand and agree that this Acknowledgement of Risk Release, Indemnification and Hold Harmless Agreement shall be construed and enforced in accordance with the Commonwealth of Virginia law, and the undersigned consents to the jurisdiction of the Commonwealth of Virginia and federal courts and is binding upon the undersigned, and the heirs, successors, assigns and personal representatives of each.
5. Acknowledge that before signing this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement, each of the undersigned has read it; understands its terms and that it affects important legal rights; signs it voluntarily as his/her free act and deed; and intends to be legally bound by it.

WARE EPISCOPAL CHURCH, LESSOR

By: _____

_____, LESSEE

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John F. Baxter 2926 George Wash Mem Hwy Hayes, VA 23072	CONTACT NAME: JBI-Gloucester PHONE (A/C, No, Ext): 804-642-6513 E-MAIL ADDRESS: baxterj@nationwide.com	FAX (A/C, No): 804-642-7504
	INSURER(S) AFFORDING COVERAGE	
INSURED XYZ Association 123 Maple Street Anytown, VA 23333	INSURER A: Travelers	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	12345678	12/10/2015	12/15/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Inmsured: Ware Episcopal Church Employees & Volunteers, Trustees of Ware Episcopal Church and The Episcopal Diocese of Virginia
 Function: General Annual Gathering while Lessor or its independent contractors while on the church premises.

CERTIFICATE HOLDER Ware Episcopal Church 7825 John Clayton Mem Hwy Gloucester, VA 23061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE