

Saint David's Episcopal Church
205 Old Main Street, South Yarmouth, MA 02664
Office: 508-394-4222



NELSON HALL USAGE AGREEMENT
Non-Profit Groups/Pledging Parishioners

Today's Date: _____

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Type of Event: _____

Rental Date(s): _____ Time of Event: _____ - _____

Set-up Time: _____ - _____ Break-down Time: _____ - _____

Number of Guests: _____ Alcohol Served? _____ no _____ yes (*must sign p.2*)

	Cost	Amount Due
2023 Rates		
Half Day- please circle (8AM-2PM) or (2PM-8PM)	\$ 200	\$
All Day (8AM - 8PM)	\$ 400	\$
Extra Fee for Debit/Credit Card	\$25	\$
TOTAL - Due at time of booking		\$

Payment: Cash or check payable to St. David's Episcopal Church. Credit/Debit cards accepted.

I have read the Terms of Usage Agreement and agree to comply with them.

Signature of Host: _____ Date: _____

Payment received DATE: _____ METHOD: _____

Staff Initials: _____

Alcohol Policy

1. Beer/wine may be allowed only with express, written permission from one of St. David's Wardens or the Rector, given at least 30 days prior to the event.
2. **Beer and wine** are the **only** alcoholic beverages allowed on the premises and must be served by a sober, responsible adult.
3. St. David's expects compliance with all laws regarding the serving of beer/wine and the prohibition of serving any alcohol to minors (those under 21 years of age). If minors are present, alcohol must be served at a separate station that is monitored at all times to prevent underage drinking.
4. **There may be NO sale of alcohol** at any event, by any group or individual.
5. Whenever beer/wine is served, non-alcoholic alternatives and food must always be offered.
6. No beer/wine may be served at events coordinated specifically for youth.
7. The host of the activity or event at which beer/wine are served must assume responsibility for people to drink in **moderation**. Following the event, all alcohol will be removed from church premises by a responsible adult.
8. The Wardens or Rector will determine whether liquor liability insurance coverage is needed when private events serve beer/wine on church property. If any additional liability insurance is needed, the private host will bear the cost of the additional insurance.
9. Should any Vestry member or the Rector or the designated server become aware of the use of alcohol at a parish-sponsored fellowship event in a manner contrary to this policy, the use of alcohol will be immediately stopped at that event.
10. This Alcohol Policy must be signed by the person in charge of the event, and a copy of that person's license must be kept in the Parish Office.

Print Name:

Signature:

Address:

Warden/Rector Signature:

Phone:

Date:

A copy of your license is required to accompany this form.

Nelson Hall Terms of Usage Agreement

1. Time Agreements

- a. The premises must be **cleaned and vacated** by 8:00 p.m.
- b. If cleaning is not finished by 8:00 p.m., Host will be fined \$400 to finish the next morning.
- c. If guaranteed access to Nelson Hall is needed the day before or after the day of usage, the Host must pay for the additional day(s).
- d. Caterers/vendors must not be on site prior to 10:00 a.m. or after 8:00 p.m.

2. Building Agreements

- a. The building and premises are designated as non-smoking and the Host is responsible for ensuring that all attendees/guests comply with this requirement.
- b. The usage includes the standard set-up of twelve round tables with eight chairs at each table, and two long serving tables. Any additions or deletions to the standard set-up will be the responsibility of the Host.
- c. The kitchen may be used as a staging area for your event, and must be returned to its original, clean condition.
- d. The usage does NOT include use of the dishwasher, pots, pans, utensils, glassware, coffee cups, plates, silverware, or linens. St. David's does NOT provide catering services.
- e. You may not hang, attach, or stick anything to the walls or surfaces of Nelson Hall.
- f. The use of confetti, rice, birdseed, water beads, or the like is not permitted inside or outside of the building.
- g. The large glass doors at the rear of Nelson Hall are for **exit only**. They should not be propped open during an event. They can be easily damaged from even a light wind. Please note that you will be held responsible for the cost of repairs for any and all damage.

3. Grounds Agreements

- a. Guests may not wander around the grounds and wooded areas.
- b. The playground area is private and not included in this agreement. The Host must ensure that guests **do not use playground** equipment.
- c. Bouncy houses or other similar type devices are strictly prohibited.
- d. Any tents used must be placed only on the south lawn by the arbor of Nelson Hall.
- e. If heaters are used in a tent, a special electrical permit must be presented by the tent vendor.

4. Noise Agreements

- a. St. David's is located in a residential neighborhood. The Host agrees to be respectful and courteous to our neighbors.
- b. All music, whether live or recorded, inside or outside Nelson Hall, such as a car or truck stereo, must be turned completely off by 7:00 p.m.
- c. If a tent is in use, the tent must be vacated by 7:00 p.m.
- d. The operation of truck motors, generators, or refrigeration equipment after 8:00 p.m. is prohibited.

5. **Clean-up Agreements**

- a. The Host will leave the building and premises in the same, clean condition they find it.
- b. Nothing will be affixed to the walls or surfaces of Nelson Hall.
- c. The Host will wipe all tables and counters, sweep floors and mop any spills.
- d. The Host will place recyclable items (metal cans, bottles, aluminum and flattened cardboard) in green container located outside the kitchen.
- e. The Host will place trash in dumpster located in the parking lot.

6. **Payment Agreements**

- a. The Host will pay the full amount due upon signing the Agreement.
YOUR DATE IS NOT SECURE UNLESS THE USAGE FEE IS PAID IN FULL.
- b. The Host may cancel the event with a full refund, if proper written notice via email or US mail is received by St. David's at least 30 days prior to the event. If proper written notice is not received within 30 days of the event, 50% of the cost will be forfeited and is non-refundable.
- c. **The Host agrees to pay for any damages** to the building or property that occur during the course of their event.
- d. All damage charges will be paid in full to St. David's no later than 7 days after the date of billing. If full payment is not received within 7 days, an interest charge of 15% per day of the remaining balance will accumulate towards the outstanding balance. St. David's may pursue lawful remedies if payment is not received within 30 days of due date.
- e. The Host agrees to pay \$400, if the premises is not cleaned and vacated by 8:00 p.m.

7. **Supervision Agreements**

- a. A representative from St. David's Episcopal Church will visit Nelson Hall throughout the course of your event to monitor conduct.
- b. The Alcohol Policy of St. David's Episcopal Church must be signed, implemented, and enforced by the Host.
- c. St. David's Episcopal Church and its Representatives **reserve the right to end an event** before its contracted time due to non-compliance with any of the terms provided in this agreement. All sums paid will be forfeited and the Host will not be able to rent Nelson Hall in the future.
- d. Applicable Law: This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

8. **Liability Agreements**

- a. **Indemnification:** The Host agrees to defend, protect, indemnify and hold harmless Saint David's Episcopal Church and its Representatives against and from all claims arising from the negligence or fault of the Host or any of its guests, family members, officers, volunteers, helpers, partners, vendors, organizational members or associates which arise out of usage and use of Nelson Hall at Saint David's Episcopal Church property. The Host agrees to protect, defend, hold harmless and fully indemnify Saint David's Episcopal Church and its Representatives for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the contracted date of usage at Nelson Hall that is brought against Saint David's Episcopal Church and its Representatives by the Host or its guests, employees, agents, partners, family members, students, customers, function attendees, invitees and vendors, organizational members or associates.

- b. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- c. **FORCE MAJEURE:** Saint David's, its associates and Representatives shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, severe weather, flooding, pandemics or any other force majeure event. Upon occurrence of any force majeure event, the party relying upon this provision shall give written notice to the other party of its inability to perform or of delay in completing its obligations.
- d. **ASSIGNABILITY AND PARTIES OF INTEREST** No Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, will confer upon any person or entity not a party to this Agreement, or the legal Representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.