

OLD MISSION SAN JUAN BAUTISTA

CASA MARIA GUIDELINES AND SHORT TERM USE AGREEMENT

P.O. Box 400 / 600 FIRST STREET
SAN JUAN BAUTISTA, CA 95045
831-623-2127

Agreement between MISSION SAN JUAN BAUTISTA and

_____ Relating to Casa Maria at
(User)
600 First Street, San Juan Bautista, CA 95045.

Parish grants "User" permission to use such facilities for the following purpose:

_____ on the following date(s) _____ and time(s) _____

User agrees to pay the Parish for use of the facilities the sum of \$ 1500.
In addition, user agrees to pay the sum of \$1,000.00 as security deposit for the event. The security deposit shall be paid at the time of the signing of this agreement and the user fee shall be paid 60 days prior to the event. **The full user fee is non-refundable if the event is cancelled by the User within 60 days of the event.**

User Initials: _____

This permission is granted upon these additional terms and conditions and is non-assignable:

- 1. Deposits:** Deposits must be in the form of a personal check drawn on the User personal bank account only, cash, money orders, or cashier's checks. **User Deposits are mailed on the first and fifteenth of each month.**
- 2. User shall leave the facility in an orderly condition. The on-site facilities coordinator will inspect the premises after the event if there is damage to Casa Maria facility, equipment, patio, garden, or parking lot, including extra charges assessed by the cleaning service billed to Casa Maria for excessive amount of garbage or debris, damage amount will be deducted from the deposit and the User will be liable for any additional amount to cover the cost for damages.** If it is determined by the facilities coordinator that the facility has been left in an undamaged condition, the full amount of the security deposit will be returned.

User Initials: _____

3. User agrees to indemnify and hold harmless the Diocese of Monterey and "Mission San Juan Bautista Parish" from and against all liability, loss, or damage from any cause whatever, including the negligence (active or passive) for the Diocese of Monterey, its officers, agents or employees, arising from the use of facilities or activities in and about the same by User, its representative or invitees except for claims arising from the sole negligence of Mission San Juan Bautista Parish and the Diocese of Monterey.

User Initials: _____

4. **Liability Insurance:** The User must provide and maintain General Liability insurance during the period covered by this agreement, naming as **Additional Insured the Diocese of Monterey, and Old Mission San Juan Bautista**, against liability for Bodily Injury (including death) and Property Damage from occurrences in or about the facilities and the use thereof, with limits of **\$1,000,000 (One million dollars) minimum bodily injury liability, or combined single limits liability**. Such policy or policies shall name as Additional Insured the entities or persons named or described in paragraph 4. This insurance shall be primary and any other insurance available to the Diocese or Parish shall not be called upon to contribute. The User may secure coverage to these Diocesan Insurance requirements by purchasing coverage through the "Special Events Liability Insurance Programs for Outside Users of Diocese of Monterey Facilities." Any alternative source for the User of this required insurance coverage must be evidence by furnishing the Certificate of Insurance and Policy Endorsement acceptable to the Diocese of Monterey. Follow this link <https://app.gatherguard.com/?v=G069-008>
5. for the liability insurance. I will need a copy of the Certificate that you will get at the end of that process. This must be received **60 days prior to the event by:**

**Magda Perino
Old Mission San Juan Bautista
P.O. Box 400
San Juan Bautista, CA 95045**

Said insurance shall provide the certificate of insurance and policy endorsement which shall state that such insurance cannot be modified or canceled without **60 days** notice to the above address.

User Initials: _____

6. As used herein the term "Diocese of Monterey" includes the above-named Parish, Old Mission San Juan Bautista, the Roman Catholic Bishop of Monterey, California, a Corporation Sole, all other constituent organizations of the Diocese, and their officers, agents and employees.

7. **Children:** EACH CHILD MUST BE SUPERVISED AT ALL TIMES BY THE CHILD'S PARENT. User takes full responsibility of informing guests to supervise their children at all times. **Climbing on railings, trees, garden is not allowed.**
User Initials: _____

8. **Occupancy:** Fridays, Saturdays and Sundays are available for full-day full-facility rental only.
The use of the Casa Maria is restricted to the day/weekend it is assigned. User shall only use said facility for the specified event and purpose. **User will pick up keys to Casa Maria at the office the Friday before the event and return the keys the Monday after the event to the office before 4PM.**
User Initials: _____

a. Full-day rental is from 8:00 am to 11:00 pm. All music and activities must end by 10:00 pm. Clean up, personal belongings, rentals etc. must be completed and the premises vacated by 11:00 pm. **User Initials:** _____

9. **Caterers:** You are able to choose your own caterer as long as they follow the house policy: kitchen is clean when they arrived, and the kitchen must be cleaned before they leave or else you are subject to a deduction from your security deposit. Only heating of food is allowed. No preparations of food are allowed at Casa Maria.
User Initials: _____

10. **Decorations:** Decorations are limited to table arrangements and self-standing arrangements only. **THERE WILL BE NO DECORATIONS NAILED, TAPED, STAPLED, OR TACKED ON THE WALLS OR CEILINGS, OR BALLOONS ALLOWED. NO SMOKE OR MIST DEVICES ALLOWED. NO RUNNERS OR ARTIFICIAL FLOWERS ARE ALLOWED. No open flame, candles, etc. allowed.**

User Initials: _____

10. **Beverage Service:** Old Mission San Juan Bautista will **NOT** provide beverage/bartending services at Casa Maria events. Alcoholic beverages and supplies will be allowed to be brought in by the user at their expense. Only beer, wine and champagne for toasts are allowed. **HARD ALCOHOL IS NOT ALLOWED!** Alcoholic beverages are not allowed outside of the premises at any time. All parties renting Casa Maria hall must have two security guards present during the entire event from the beginning of the event until all occupants leave at the end of the event. Two security

guards will be secured by the Mission and the cost will be paid by the renter of Casa Maria at the following rates: For each security guard we will charge you \$38 per hour up to 8 hours, and over 8 hours we will charge you \$57.00 per hour for over time up to 11PM. The security guard fee will be paid in addition to the security deposit and rental fee.

User Initials: _____

NO ALCOHOLIC BEVERAGES ALLOWED FOR YOUTH EVENTS OF ANY KIND. VIOLATION OF ALL SAID REGULATIONS WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE USER'S \$1,000 SECURITY DEPOSIT.

User Initials: _____

- 11. Safety:** for safety purposes, all exits must be kept clear at all times during the event. All doors must be kept closed, but not locked during the User's event.

User Initials: _____

- 12. Keys:** Keys can be picked up at the Parish Office the Friday before the event and must be returned the Monday after the event to the Parish Office. Parish Office hours are Monday through Friday, 9am to 4pm and closed for lunch 12 noon to 1pm. If you are not able to come to the office during normal business hours then you can drop off the keys through the mail slot at the Parish Office door in a sealed envelope labeled "Attn: Magda Perino, Casa Maria Keys with the Event Date". Casa Maria Cleaning Procedures page must be signed and returned along with the keys.

User Initials: _____

THERE WILL BE A FEE OF \$250 for lost keys.

User Initials: _____

- 13. Parish** may terminate this agreement, and permission to use the facilities, at any time for good cause without obligation.

User Initials: _____

- 14. User** accepts all responsibility for any loss or damages from any cause to items belonging to the Users representatives, guests, service provider's or any other entities that are a part of the User's event.

User Initials: _____

- 15. Music:** User must provide Mission San Juan Bautista with names of DJ's,

Musicians, entertainers, etc. with a schedule of what is planned for the event 60 days prior to event. Music must not be louder than 85 decibels. Music must stop at 10PM and the premises vacated completely by 11PM. If music goes past the 10PM deadline, then \$250 will be deducted from your security deposit.

User Initials: _____

16.No Wedding Ceremonies on Casa Maria Premises:

User Initials: _____

I have read the above conditions and I will comply with the rules and regulations of the above.

Date: _____ User Signature: _____

User Signature: _____

Home/Business Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Casa Maria Cleaning & Closing Procedures

This list must be returned with the keys.

1. Please make it clear to your caterer that it is his/her responsibility to leave the kitchen clean prior to them leaving the event. It is your responsibility to clean the kitchen if your caterer fails to follow through.
2. Empty the trash in both restrooms.
3. Empty all the trash inside the facility.
4. Empty all the trash cans outside.
5. Take all the trash whether in bags or not out to the dumpster.
6. Clean and put all tables and chairs back in the storage room.
7. Mop up any spills.
8. All personal belongs or anything brought in must be taken out.
9. Turn off the air conditioner.
10. Turn off all lights.
11. Make sure all doors are secured and locked.
12. Any tables or chairs missing will be assessed the following fees: \$25/per chair and \$75/per table which will come out of your security deposit.

User Initials: _____

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Diocese of Monterey Hall Rental Guidelines

Because the Diocese of Monterey claims a property tax exemption for all our parish halls, it is important that the following guidelines are followed:

- The parish hall is available for rental exclusively to non-profit corporations OR individuals hosting an event in the hall that is an extension of a sacrament or sacramental in the church (i.e., wedding reception, funeral reception, baptism reception, quinceañera reception or similar event). The sacrament must occur in the parish church or another Catholic Church within our Diocese.
- The parish hall may not be rented to a for-profit business or group.
- The parish hall may not be rented for events other than those that are an extension of a sacrament or blessing in the church. For example, the parish hall may not be rented for a birthday party unless there was a sacramental received such as a blessing in the church.
- The parish hall cannot be rented for a "fair" such as a bridal fair, craft fair, farmers market or a rummage sale where "stalls" or areas are rented to different individuals.
- The hall may not be rented for a wedding ceremony. All weddings must be held in the church. We cannot allow a wedding ceremony to be performed in the hall by a minister from another denomination or by a civil servant.
- Individuals may not rent the parish hall for a fundraiser for a specific person or family. For example, it may not be rented to raise money for a family whose house was destroyed by fire.
- Having alcohol at an event or in the hall is subject to the discretion of the pastor.
- All rentals are subject to the approval of the pastor. He has the authority to withhold his permission even if the rental would fit within the above guidelines.

Because the Diocese of Monterey wants to encourage the safe use of the parish hall, the following risk management guidelines must be followed:

- The individual or group renting the hall must sign the Diocese of Monterey's Short Term Use Agreement.
- The renter must provide the parish with a certificate of liability insurance naming the Roman Catholic Bishop of Monterey as an additional insured. The amount of the insurance must be at least \$1,000,000 per occurrence.



- The specific insurance requirements are included in the Short Term Use Agreement.
- All vendors (i.e., bands, DJs, catering, etc.) must provide the parish with a copy of the certificate of liability insurance coverage. If a vendor does not have a certificate of coverage, they must also purchase insurance for the event.
 - The use must be compatible with the surrounding area and must comply with all state and local laws and ordinances including laws regarding the serving alcohol, the regulations of noise and similar laws and ordinances.
 - If the event is because a minor received a sacrament or a sacramental in the church, such as a baptism, First Communion or quinceañera, no alcohol may be served at the reception following if it is held on parish property.
 - The individual or group renting the hall must follow all rules established by the parish for the use of the different parts of the parish hall (e.g., kitchen).
 - The use of the parish hall must not violate any of the Diocese of Monterey's policies and procedures including those included in the Best Practices for Safe Operations Handbook. Some of these policies include the following:
 - Animals are not allowed on the premises
 - No Bounce houses
 - No mechanical balls
 - The event cannot be open to the public
 - No carnival events
 - No fireworks & fireworks displays
 - No events including "BYOB" (bring your own bottle)
 - No events organized or operated by professional promoters/performers
 - No political rallies
 - No amusement rides, including mechanically operated devices, trampolines & rebounding devices
 - The use of the parish hall must be compatible with the Diocese of Monterey's religious mission and may not in any way contravene any of its religious beliefs. The decision as to whether the use contradicts the Diocese of Monterey's religious values is reserved to the pastor or the Diocese of Monterey in its sole discretion.

Rev. 1.1.2024