

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. 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: _____

5. 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.

6. **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: _____

7. **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:** _____

8. **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: _____

9. **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 \$33 per hour up to 8 hours, and over 8 hours we will charge

you \$49.50 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: _____

Old Mission San Juan Bautista

Date: _____

(Pastor Final Authorization)

DIOCESE OF MONTEREY - 0798
APPLICATION FOR SPECIAL EVENTS COVERAGE

Name of Parish or Institution: _____

Street (Physical) Address (NO P.O. BOXES) _____

City/State: _____ ZIP Code: _____

Phone No.: _____

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

Name: _____

Street Address: _____

City/State: _____ Zip Code: _____

Telephone: _____

To receive approval notification please print e-mail(s):
(Please Print E-mail(s) Clearly)

NOTE: CATHOLIC MUTUAL MUST RECEIVE APPLICATION AT LEAST 15 DAYS PRIOR THE EVENT. DO NOT SUBMIT APPLICATIONS MORE THAN 6 MONTHS IN ADVANCE

Date of Event: _____

Type of Special Event (Example: wedding reception, anniv. party, ect. If event is a fundraiser, please be specific about what is occurring): _____

Time of Event: From _____ To _____

Approximate Number of Participants: _____

Is Liquor Being Served?

☐

Yes

☐

No

Is Food Being Served?

☐

Yes

☐

No

TO AVOID DELAY OR DENIAL OF COVERAGE, PLEASE ENSURE THAT EACH FIELD IS COMPLETED

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability. Coverage provided is per event (not per claim). Submission of application does not bind coverage – all events are subject to approval.

This coverage is underwritten by Nationwide Mutual Insurance Company, Policy No. on file with C.M.G. Agency, Inc.

Cost of Coverage: \$100 Per Event (Overnight Stays - \$130)

COVERAGE DOES NOT APPLY TO CERTAIN EVENTS, SUCH AS, BUT NOT LIMITED TO:

- | | |
|---|---|
| * Sporting events, including tournaments & camps | * Events involving 'BYOB' (Bring your own bottle) |
| * Amusement rides, including mechanically operated devices, trampolines, & rebounding devices | * Any carnival event |
| * Events where a fee or admission is charged, unless all proceeds go to charity | * Fireworks & fireworks displays |
| * Events with attendance of more than 1,000 persons | * Events organized or operated by professional promoters/performers |
| * Events involving pool or lake activities | * Events involving recreational vehicles |
| | * Political Rallies |

Please make check payable to: The Diocese of Monterey

COMPLETE AND RETURN THIS FORM TO:

Diocese of Monterey Pastoral Office
425 Church Street
Monterey, CA 93940

Email: Kprestigiacom@dioceseofmonterey.org
Fax: 831-373-2831

IN THE EVENT OF A CLAIM, PLEASE CONTACT C.M.G. AGENCY CLAIMS DEPT: 800-228-6108

CMRS-226A(10-06)