# **Trinity Episcopal Church Gulph Mills** PACKER HALL USAGE AGREEMENT Trinity Episcopal Church ('Trinity') agrees to offer the use of Packer Hall as noted below. The person or entity signing this agreement (the 'User') agrees that the User is responsible for complying with all terms and conditions set forth in this agreement. Active members of the parish and its employees may use the hall and facilities free of charge, but are still bound by the other terms of this agreement. Name of event or organization: \_\_\_\_\_ Contact person & title [or role]:\_\_\_\_\_ Cell: Phone:\_\_\_\_\_ Email Address: \_\_\_\_\_ Street Address: State: \_\_\_\_\_ Zip: \_\_\_\_\_ City:\_\_\_\_\_ Date of use: (Day of week): Purpose: \_\_\_\_\_ Time of setup: \_\_\_\_\_ Departure time: \_\_\_\_\_ (One hour set-up prior to start time included without charge) (Clean-up is included in your rental time) Event start time: \_\_\_\_\_ Number of people expected: \_\_\_\_\_ Your booking is NOT secured until this agreement has been signed and received by Trinity; all charges have been paid; AND a copy of the public liability insurance for your event has been received (see the following page). Charges Rental fee Security bond \$250/rental + \$100/bond = **\$350** Duration: up to 4 hours' use \$475/rental + \$100/bond = **\$575** Duration: 4-8 hours' use \$800/rental + \$100/bond = **\$900** Duration: up to 12 hours' use (The security bond will be refunded in full by check within 2 weeks of the event, subject to a post-event inspection). Pavment 1. The rental fee and bond can only be paid via PayPal – go to www.trinitygulphmills.org. Details at the bottom of the home page. Initials: \_\_\_\_\_

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### **TERMS AND CONDITIONS**

**Smoking** is strictly prohibited in the building. Smokers must go outside and all butts placed in proper receptacles.

**Alcoholic beverages** are permitted but must be strictly controlled by an adult who is at least 25 years old. No alcohol may be consumed by anyone under the age of 21. The amount of alcohol that may be brought in is strictly limited to two drinks per person of legal drinking age. A drink is considered 12 ounces beer or 6 ounces wine. Hard alcohol (spirits) and bulk beer kegs are prohibited. The User assumes any and all responsibilities for the distribution of alcohol and monitoring of alcohol consumption, and compliance with all federal, state and local laws regarding the distribution and consumption of alcohol. The User agrees it is liable for all foreseeable consequences of serving alcohol at its event. The User specifically agrees to indemnify, hold harmless and release Trinity, its employees, agents, directors, vestry and staff of and from any and all liability, claims and judgments resulting from the serving of alcohol. **IMPORTANT:** No fee may be charged or money collected for alcoholic beverages. Any violation of this provision will result in the immediate cancellation of this agreement, with no refund. Additional actions may be taken as necessary to protect the interests of Trinity.

**Children** must be supervised at all times. Any damage caused by children or guests of the User and any resulting liability from that damage is the sole responsibility of the User.

**Kitchen** facilities are not available except for heating food (oven and microwave *only*, not the cooktop) and serving. Users must provide their own food supplies, including coffee and paper goods. Users must comply with all posted food safety rules. No food may be left in refrigerators. All trash must be promptly bagged and disposed of properly.

**Furniture and Equipment** must be left in the same condition and location in which they were found. Any damage must be reported promptly to the Parish Administrator, and the cost of repair or replacement will be the responsibility of the User.

**Insurance and Liability for Damages are the User's responsibility**. Trinity's insurance does not cover any third-party users, individuals or groups regardless of their membership status. The User assumes full responsibility for the actions and safety of all attendees and agrees to defend, indemnify, hold harmless and release Trinity, its employees, agents, directors, vestry and staff, of and from any and all liability, claims and judgments including, but not limited to, damage to church property arising from the event or to attendees at the event.

For the User's protection Trinity requires proof of liability insurance with limits of liability of at least \$1,000,000 per occurrence to be furnished in advance of the event. This can be either an extension of the user's homeowners' insurance or a separate policy. All agreements for use are subject to cancellation with no notice should the User fail to provide proof of insurance prior to the event or should Trinity discover that such insurance has not been obtained. In such event, the deposit will be forfeited.

**Publicity** must not include the name "Trinity Episcopal Church" or "Trinity" in the title of any User's event or in conjunction with the event except as a description of its location. No use of any kind may be made of the phone number, email address or website of Trinity in the publicity or other communications about the event.

**Signs** may be posted at Trinity buildings on the day of use but must be removed promptly after use of the space has ended. Nails, tacks, screw hooks or adhesive tape may not be used.

Initials:

**Handicapped Access** for those requiring assistance is limited. Caution must be exercised at all times in all areas of the building, especially by those with limited mobility or other handicap.

**Miscellaneous:** Air-conditioning is remotely monitored; thermostats may not be adjusted, nor may any furniture or equipment be removed for use out of doors of the church buildings, nor may any posters or other materials on the walls of the buildings be removed without consulting the Facilities' Coordinator. The use of the buildings and facilities of Trinity is subject to the laws of the City of King of Prussia and the Commonwealth of Pennsylvania. The User accepts responsibility for compliance with these laws and with all Terms and Conditions of this Agreement.

#### ADDITIONAL TERMS OF USE

- 1. Bag and remove all trash after the event; place bags in the dumpster in the rear car lot
- 2. Evening events are to finish no later than 10 pm
- 3. Ensure the area is as tidy and clean as it was when you arrived; sweep and clean the floor before departure so that the hall is in the same condition as at the start of your event
- 4. Return all chairs and tables back to their respective closets
- 5. Do not affix anything to the walls no adhesive tape, nails, hooks, etc. Any damage could result in the forfeiture of the security bond
- 6. Only the rear car lot (access via Holstein Road) is to be used, *not* the car lot at 966 Trinity Lane.
- 7. The four-digit access code to the Packer Hall entrance will be provided to you the day before your event.

Initials:

## Trinity Episcopal Church Gulph Mills

#### PACKER HALL USAGE AGREEMENT

I have read the above agreement for the use of Packer Hall at Trinity Episcopal Church, Gulph Mills. By signing below, I hereby agree to abide by all terms and conditions, and additional terms of use, contained in the agreement. I also agree to pay the usage fee, any additional fees incurred as a result of damage, neglect, or actions taken by myself, the entity I represent, or attendees at my event. I specifically understand and agree that I or the entity I represent is solely responsible for any liability or claims resulting from the actions or inactions of myself, the entity I represent, or the attendees at my event, and agree to indemnify, hold harmless, release Trinity, its employees, agents, directors, vestry and staff from any and all liability, claims and judgments resulting from my event or the use of Packer Hall. This agreement may be cancelled without consequence up until 48 hours prior to the start of the event. Cancellation within the 48-hour period prior to the start of the event will result in forfeiture of the security bond.

Signed:	(User)
Signed:	(on behalf of Trinity)
	(date)
Facilities' Coordinator Dates	
Paid:	
Proof of insurance received:	
	Trinity Episcopal Church 966 Trinity Road Gulph Mills PA 19466 610 . 828 . 1500 www.trinitygulphmills.org