



ST. MARK'S EPISCOPAL CHURCH
CAPITOL HILL
3rd & A Streets, SE
Office & Mailing Address: 118 3rd Street, SE • Washington, DC
20003
Phone: 202.543.0053 • Fax 202-546-3695 • www.stmarks.net

Space Rental Application Package

Thank you for your interest in renting space at St. Mark's on Capitol Hill!

This package contains:

- Event Space Rental Application
- Event Space Rental Terms and Conditions
- Set-up and Clean-up Worksheet
- Kitchen Use Policy
- Schedule of Fees

Your application and terms and conditions, once signed and approved by the Rector, will serve as your space use contract. Please be sure that you have thoroughly read all documents in this package and completed all necessary worksheets. You may use the checklist below as a guide.

- Complete and sign** Reception Space Rental Application
- Read and sign** Terms and Conditions for Building and Facility Use
- Contact** Maintenance Contractor; Ed Green (240-447-0027) to complete Set-Up and Clean-Up Worksheet; **secure maintenance contract**. *This contract should be negotiated **simultaneously** with the space use contract. Note: Your space use contract is not valid without an accompanying maintenance contract and will not be submitted for approval until one is provided.*
- Submit signed application & signed Terms and Conditions** to Rebecca Richards, Parish Administrator for Programs and Facilities, by mail, fax, email (rebecca.richards@stmarks.net) or in person.
- Upon approval of application, **submit \$300 damage deposit**
- Submit **50% of total space rental fees** (\$_____) thirty (30) days after approval of application or upon approval if event will be held within the thirty day period (by ____/____/____)
- Submit **remaining 50%** of total space rental fees (\$_____) fourteen (14) business days prior to the event (by ____/____/____)

Please make all payments by check. Checks should be made payable to St. Mark's Episcopal Church.



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2010 EVENT SPACE RENTAL APPLICATION

RENTING GROUP INFORMATION

**Renting Group
("Group"):**

Representative Name:

Address:

Telephone:

Fax:

Cell Phone:

E-Mail:

Event/Exhibit Title:

Number of guests:

Type of Event:

Event Date(s):

Event time:

Start:

End:

**Requested Pre-Event
Access Date(s) and
Time(s):**

VENUE ("Rental Space")

- Nave & Parish Hall
- Dance Studio
- Kitchen

- Parish Hall
- Nursery
- Classroom # _____

(Evenings & Sundays only)

- Adams Room
- Library
- Courtyard

ACTIVITIES

Alcohol to be served
 Musicians
Type: _____
Name: _____
Phone number: _____

Catering
Meal Served: _____
Caterer: _____
Phone number: _____

FEES

Space Rental Total: \$ _____
See schedule of fees on pg. 12
Damage Deposit: \$ 300.00
Noise Abatement Deposit \$ _____
At the discretion of St. Mark's
Total amount due: \$ _____

*** Please note: Separate fees for setup will be set forth by the Maintenance Contractor. See the Set-up Worksheet for contact information.*

DESCRIPTION OF EVENT/PURPOSE OF USE

Please describe your event and/or the intended purpose of your use of St. Mark's space related to this application. You may also attach additional informational documents.

DAMAGE DEPOSIT

Name and address for damage deposit return:

You are responsible for notifying St. Mark's of any changes of name or address. If a check must be canceled, you will be assessed a \$50 fee.

The authorized representatives of the Group have read and agree to the St. Mark's Event Space Rental Terms and Conditions which are a part of and attached to this agreement. On behalf of the Group, I understand that St. Mark's is only expected to provide services and equipment identified and agreed upon in this contract. I acknowledge that I have the authority to bind the Group listed above.

Group Authorized Representative signature

Date

Printed Name and Title

ACCEPTED ON BEHALF OF ST. MARK'S EPISCOPAL CHURCH, CAPITOL HILL:

Rector's signature

Date

Space rental fees waved (at discretion of the Rector)

Rector's initials

Space rental fees reduced (at discretion of the Rector)

\$ _____

Approved total

Rector's initials

MAINTENANCE CONTRACT SECURED

Yes

Waved

Maintenance Contractor's initials



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EVENT SPACE RENTAL TERMS AND CONDITIONS

SPACE RENTAL

- **Rental Space.** The space rented under this Agreement is as indicated on the first page ("Rental Space"). The Rental Space includes use of the restrooms and proximal hallways. Use of the Kitchen is permitted only if indicated herein. Group affirmatively represents that Group has seen or otherwise understands the physical location, rooms, and facilities being rented under this Agreement.
- **Kitchen.** The Kitchen may be used only if it is specifically rented. If it is rented, a copy of Policy for Use of Kitchen shall be made a part of the Event Space Rental Agreement.

SPACE USAGE CONSIDERATIONS

- **Respect for Parish Property.** The main structure belonging to the parish of St. Mark's Episcopal Church, Capitol Hill ("St. Mark's" or "the parish") is a historic church listed on the National Register of Historic Buildings. Group's usage of the Rental Space shall be consistent with the preservation of the character and integrity of St. Mark's property, building, and facilities. Group may not paint, nail, or otherwise change the physical facility of St. Mark's without the prior explicit written consent of the Rector of St. Marks.
- **Respect for Parish's Neighbors.** St. Mark's is an urban parish that values continued good relations with our neighbors. Consideration for our neighbors by the Group, its guests, and its service providers is essential. Group shall require all guests, caterers, musicians, and others participating in its event to exercise reasonable noise control at all times. Outside noise must not occur after 10 p.m. Sufficiently serious complaints from our neighbors about the conduct of any individual(s) attending Group's event or about the noise level may result in the Clergy or Wardens requiring the Group to vacate the parish premises immediately. "Sufficiently serious" includes, but is not limited to, any necessity for calling the police or fire department to the premises.
- **Hours.** All indoor evening events must be concluded by 11:00 p.m. and all guests must have exited by 11:30 p.m. Caterers and their trucks must leave by 11:30 p.m.; further clean-up for indoor events may continue after 11:30 p.m. only if conducted quietly so as not to disturb our neighbors. Outdoor events must be concluded by 9:30 p.m. with guests having left by 10:00 p.m. Clean-up must be concluded quietly and by 10:30 p.m. (For details, see "Noise and Security" section below.) Failure to abide by the hours and noise limitations set forth herein may result in a loss of some or all of the Group's Noise Abatement Deposit.
- **Late Hours Monitoring.** If the Group's event is scheduled to continue after 9:00 p.m., Group shall be required to contract with and pay for St. Mark's Maintenance Contractor to provide on-site monitoring through departure of all persons from the premises. Failure to do so will result in St. Mark's cancelling this Agreement upon immediate notice, and Group shall defend, indemnify, and hold St. Mark's harmless from any liability or claim arising or resulting from the cancellation. Group, its guests, and its service providers shall immediately obey all requests by the St. Mark's Maintenance Contractor representative on site.
- **Signage.** Group may only post signs on the exterior of St. Mark's as approved in writing by the Rector of St. Mark's. Whether exterior or interior, signs and/or decorations or props may be posted or affixed only in such a way that will not mar, deface, or leave a mark on the

surface when removed. Only tape made specifically for painted walls may be used. There shall be NO PENETRATION OF ANY SURFACE, exterior or interior. All tape, wire, or other items used for decorations must be completely removed after the event. Group must provide a written description of any other decoration, signage, or construction, which must be pre-approved by the Rector of St. Mark's.

- **Candles.** Candles may only be used in the Nave, and only if under constant surveillance. Use of candles elsewhere on parish property is prohibited.
- **Responsibility for Conduct of Guests.** The Group is held liable for any loss or damage to St. Mark's properties and premises incurred by the Group or its guests or service providers for the duration of the rental period. The Group is responsible for ensuring that all persons who are on the parish property in connection with Group's event conduct themselves in a lawful manner.
- **No Illegal Drugs.** No illegal drugs shall be used at any time under any circumstances on St. Mark's property.
- **No Smoking.** The parish does not permit indoor smoking. Outdoor smoking may only occur on St. Mark's property if Group provides proper disposal facilities.

NOISE AND SECURITY

- **Close Doors and Windows.** Please keep all windows and doors shut.
- **Amplified Music Limitation.** Electronically amplified music or voice (live or recorded) is permitted only indoors, and only on Friday or Saturday evenings from 8:00 p.m. to 11:00 p.m., provided that it is not audible outside of the building after 10:00 p.m. Please keep the volume on electronic amplifiers down to a reasonable level at all times. Amplified music is not permitted in the outdoor spaces of St. Mark's at any time.
- **Non-Amplified Music.** Music without amplification may be performed any evening indoors, but never after 11:00 p.m. Music without amplification may be permitted outdoors only with the written consent of the Rector of St. Mark's and is not permitted outdoors after sundown.
- **Noise Abatement.** Group shall come and go quietly, especially if leaving after 10:00 p.m. Group shall require its guests and service providers, including caterers, florists, and musicians, to do the same.
- **Departure by 11:30 p.m.** Catering, musicians, and other trucks absolutely must exit the parking lot by 11:30 p.m. Group shall schedule the ending time of its event to accommodate the level of post-event clean-up and departure reasonably appropriate for the event, and shall require all service providers to agree in writing to leave by 11:30 p.m.
- **Emergency Exits.** The two sets of doors at the north end of the Nave, which lead to A Street, are fire exit doors. They must be kept unlocked at all times during an event in the Nave, and access to them must be unobstructed. Under no circumstances shall furniture or any other objects be placed in either vestibule during an event in the Nave.
- **Energy Conservation.** Thermostats have been set to maintain temperatures to 78 degrees in the summer and 68 degrees in the winter. Please do not change the thermostats. Group should contact St. Mark's on last business day preceding event to request adjustment of the thermostat to address any prediction of unseasonable temperatures on the day(s) of the event.

PARKING

- Before 5:30 p.m., all parking spaces in the parish parking lot are for staff and parishioners. There is some on street parking available around the neighborhood, but it is limited to two hours without a "zone 6" permit from the District of Columbia. Parking reserved for clergy remains limited to clergy members at all times.
- Caterers, florists, musicians, and other service providers making deliveries on Group's behalf may park in the parking lot, if there is room and only while loading or unloading. Such

temporary parking is permitted provided that they do not block the parking spaces or, if they do, that they be prepared to move the vehicle on demand.

HANDICAP ACCESS

Wheelchair access is available at the courtyard entrance to the Parish Hall and Nave. There is also an elevator in the Parish Hall. The Maintenance Contractor can show Group's representative where both are located.

DELIVERIES

St. Mark's Episcopal Church will not accept, sign for or store any deliveries for Group's event. Group must be on site to take care of such details in cooperation with St. Mark's Maintenance Contractor. Group's deliveries must come on the day of the event. Any pickup must be made no later than the next day and must be scheduled with the Maintenance Contractor so as not to interfere with other activities at St. Mark's Episcopal Church, especially Sunday services.

CLEAN-UP, RESETTING, AND LOCK-UP

Group must contract with the Maintenance Contractor to clean up and reset the Nave and any other facilities Group rents so that they may be used by the parish immediately following Group's event. Group must also make arrangements with the Maintenance Contractor for a security check and lock-up upon the conclusion of the event (or, if the event continues for several days, at the conclusion of each day's activities).

ALCOHOL POLICY

Any distribution of alcohol outside of a St. Mark's religious service must be in accordance with the laws of the District of Columbia. An agreement to rent space at St. Mark's confers no automatic rights or license to serve or sell alcohol on St. Mark's premises. Group shall procure its own temporary alcohol license from the District of Columbia's Alcohol Beverage Regulation Administration (website: <http://abra.dc.gov>) at its own expense if alcohol is to be served or sold, and shall provide copies of the temporary license to St. Mark's fifteen (15) days prior to the date rental period is scheduled to begin. No alcohol may be served to or by any minor. Service or selling of alcohol without a license or any other violation of this provision is strictly prohibited. Failure to adhere to these requirements may result in forfeiture of deposits and other actions at the parish's discretion.

CHARITABLE GAMING POLICY

Any charitable gaming activity, including but not limited to lotteries, bingo games, and raffles, must be conducted in accordance with the laws of the District of Columbia. An agreement to rent space at St. Mark's confers no automatic rights or license to conduct such activities on St. Mark's premises, even for charitable purposes. Group shall procure the appropriate class of gaming license from the Charitable Gaming Division of the D.C. Lottery (website: <http://dclottery.com/CharitableContents.aspx>) at its own expense and shall provide copies of the temporary license to St. Mark's fifteen (15) days prior to the date rental period is scheduled to begin. Failure to adhere to these requirements may result in forfeiture of deposits and other actions at the parish's discretion.

INSURANCE AND COMPLIANCE WITH LAW

- Group shall procure general liability insurance for the event in an amount not less than \$1,000,000, and name St. Mark's as an additional insured. Group shall provide a certificate of insurance as a condition of entering this Agreement unless waived in writing by the Rector of St. Mark's, in which case, certificate of insurance must be provided to St. Mark's fifteen (15) days prior to the date rental period is scheduled to begin. Failure to adhere to these requirements may result in forfeiture of deposits and other actions at the parish's discretion.

Insurance requirement waved Reason: _____

Rector's signature: _____

- Group, its guests, and its service providers shall comply with the laws of the District of Columbia and the United States.

DAMAGES

Group is responsible for any damage to the Rental Space, adjoining facilities, building common areas, and/or building exterior or grounds. This includes all damages to any equipment; fixtures; surfaces, including the ceiling, floors and floor finishes; or any other property. Group agrees and acknowledges that Group's liability for loss or damages is not limited to the amount of the fees received by St. Mark's for space rental. The cost of any repairs to damaged property will be deducted from Group's General Deposit. If the General Deposit is not sufficient to pay such costs, St. Mark's Episcopal Church will bill Group for the difference, and Group shall pay the difference within twenty (20) business days of receipt.

INDEMNIFICATION

Group shall indemnify, defend and hold St. Mark's, its clergy, employees, Wardens, officers, Vestry members, contractors, representatives and agents harmless from all losses, claims, lawsuits, and damages arising from the Event, including, without limitation any personal injury, death, or property damage to St. Mark's premises, those of its neighbors, or otherwise.

LIMITATION OF LIABILITY

- ST. MARK'S LIABILITY TO GROUP FOR DAMAGES ARISING FROM A CONFLICTING RENTAL OR USE OF THE AGREED UPON RENTAL SPACE FOR ANY REASON AND UNDER ANY THEORY OF LAW WHATSOEVER IS LIMITED TO THE TOTAL AMOUNT PAID BY GROUP TO ST. MARK'S IN RENTAL FEES AND DEPOSITS. St. Mark's will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond St. Mark's control.
- Group's Property. St. Mark's is not responsible for items belonging to Group or its guests or its service providers that are lost, stolen, or damaged during the Rental period. Group, its guests and its service providers, as Group's permitted invitees, RELEASE ST. MARK'S FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGES to such property.

RESERVATION OF RIGHTS

St. Mark's reserves the right to cancel agreements for non-payment or for non-compliance with any of the policies, terms, or conditions set forth in this Agreement. St. Mark's reserves the right to require proof of insurance from Group as a condition to entering this Agreement. St. Mark's retains sole discretion over the return of any or all of the General Deposit or Noise Abatement Deposit.

JURISDICTION

The parties agree that this Agreement will be governed by the laws of the District of Columbia, without regard to its choice of law provisions. The parties consent to the exclusive jurisdiction of and venue in the local and federal courts of the District of Columbia. Group agrees to pay reasonable attorney's fees and expenses associated with collection of any unpaid bill.

RESERVATION AND CANCELLATION

- Reservation. St. Mark's will confirm reservation of the Rental Space in writing upon its acceptance of Group's executed copy of this Agreement and receipt of its fifty percent (50%) of the space rental fee and full amount of the applicable deposits. No reservation is confirmed until written confirmation is received by Group. Following evaluation of the condition of the property after the rental period by St. Mark's staff within seven (7) days after end of the rental period, Group agrees to reimburse St. Mark's within twenty (20) business days to offset cleaning charges or damages.
- Cancellation. Group may cancel the reservation by contacting St. Mark's at least one month prior to the event. Cancellations made due to natural disaster or inclement weather must be communicated by Group to the specified St. Mark's contact person at least 8 hours before the rental period is scheduled to begin. If the reservation is rescheduled within 30 days, then all

fees paid by Group may be transferred; otherwise, any new rental period will be subject to all applicable fees.

TERMS OF PAYMENT

- Deposits. Group shall pay the deposits indicated above upon execution of the Agreement. They will not be applied to the rental fee. The deposits are non-refundable unless: (1) the event is cancelled more than one month prior to the event date; OR (2) the event is held, and after deductions for property damages or violations of policies, any amount of the deposit remains. Deposit refunds will be processed within 15 business days of the cancellation or the event. In the event of any deductions from the deposit, such will be itemized, and provided within 15 business days of the event.
- Rental Fee. Group agrees to pay the total rental fee as follows:
 - A fifty percent (50%) down payment of the total fee is to be paid one month after approval is granted for the event.
 - The payment of the balance shall be paid at least 14 (14) business days before the event.
 - All payments shall be by check, payable to St. Mark’s Episcopal Church. Failure to pay either the down payment or the balance by the times specified herein may result in forfeiture of the Rental Space for the rental period. Group agrees to pay a finance charge of 1.5 percent of any unpaid balance each month an outstanding balance is owed.
 - In the event the Group’s event extends beyond the allotted time frame or requests for additional space and/or equipment are made, the Group shall be billed accordingly and the full payment due within twenty (20) business days following receipt of the final billing.

ADDITIONAL TERMS AND CONDITIONS

- Forfeiture of Deposits.

Group acknowledges and agrees that its deposits shall be forfeited and it shall be liable for any and all damages arising from:

 - Violation of any of the Space Rental or Space Usage provisions,
 - Violation of the Noise and Security Provisions,
 - Violation of the Alcohol Policy, or
 - Failure to comply with District of Columbia or federal laws.

THESE EVENT SPACE RENTAL TERMS AND CONDITIONS ARE EXECUTED BY REPRESENTATIVES DULY AUTHORIZED TO BIND THEIR RESPECTIVE PARTY.

ACCEPTED BY GROUP:

By: _____

Name: _____

Title: _____

Date: _____



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SET-UP AND CLEAN-UP WORKSHEET

Please make an appointment with the Maintenance Contractor, Mr. Edwin Green (202.543.0053 x 307 or 240.447.0027 [cell] or 301.506.1975 [pager]) to negotiate a separate contract for the following options and services:

- Nave (Center or High Altar)/Seating Arrangements
 - Please specify the time you need to have everything set up and ready for florists, caterers, etc. to begin their work.
 - *When planning furniture arrangements, please keep in mind that the two sets of doors at the Nave north end, which lead to A Street, are fire exit doors. They are unlocked at all times during an event in the nave and access must be unobstructed. No furniture or any other objects can be placed in either vestibule during an event in the Nave.*
- Arrangement of chairs and tables in the Parish Hall
- Storage of unused furniture, platforms, etc., in the Nave and the Parish Hall
- Electrical hook-ups in the Nave and the Parish Hall
- Use of the kitchen
- Use of coffee urns
- Arranging access and use of the parking lot for caterers, florists, musicians, etc.
- Reserving space in the parking lot as appropriate
- Use of the gardens for photography
- Use of dressing rooms
- Access, security, and lock-up
- Custodial fees

*You **must** negotiate a contract with Green's Maintenance Company **simultaneously** with your space use contract. Your space use contract is not valid and will not be approved without an accompanying maintenance contract.*

Maintenance Fees:

All maintenance fees are to be paid by check directly to the Maintenance Contractor, payable to Edwin S. Green upon signing the contract. You will negotiate your total fees with Green's Maintenance Company according to your needs.

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Telephone: 202.543.0053 – Web: www.stmarks.net

KITCHEN USE POLICY

1. Kitchen appliances, cookware, dishes, glassware and utensils are available for your use.
 - Please check with the Maintenance Contractor for a complete list and to determine what you need to bring with you.
 - Please wash any cookware, dishes, glassware and utensils that you use and return them to where you found them.
 - Use instructions are available and can be found posted in the Kitchen and on the St. Mark's website.
2. Please turn off the exhaust fan above the stoves when not cooking. This fan is extremely noisy and bothersome to our next door neighbors, and has been a cause for complaints.
3. Before you leave, please dispose of all trash.
 - Please put all glass, aluminum and plastic items in the recycling bins provided.
 - All solid trash must be put in sturdy 40-gallon trash bags provided by St. Mark's. Do not overfill the bags and please tie them securely. Any leftover liquids should be poured in the sink if environmentally safe; otherwise (as in case of grease. etc.), secure them in covered or spill-proof containers before placing in the trash bag.
4. Before you leave, please clean all surfaces in the kitchen that you used, including counter tops, sinks, and stove.
5. Please take any remaining food with you. Do not leave it in the freezer or refrigerator.

THANK YOU FOR YOUR COOPERATION

SCHEDULE OF FEES FOR BUILDING USE

(Fees assessed on a *per diem* basis.)

DAMAGE DEPOSIT: \$300

(Refundable after the event, less any damages or additional maintenance required.)

	<u>Rental Fee*</u>	<u>Capacity</u> (# of people)
ADAMS ROOM	\$125	40
COURTYARD	\$0	
GREGORY ROOM (Baxter House)	\$100	10
KITCHEN (Baxter House)	\$75	
KITCHEN (Parish Hall)	\$75	
LIBRARY (Undercroft)	\$90	8-10
NAVE	\$750**	400
NURSERY (Undercroft)	\$150	
PARISH HALL	\$150	75-150
PENNIMAN ROOM (Baxter House)	\$100	10-12
UNDERCROFT CLASSROOMS	\$90 each	12 each

* Fees listed here do **not** include cleanup, setup, and maintenance fees. All access, cleanup, setup and maintenance assistance must be requested from Ed Green, Maintenance Contractor, and are negotiated separately from St. Mark's space use fees.

** Does not include weddings/holy unions, funerals, or memorial services.