



Guidelines for Parish Center Building Use

We welcome Parishioners, Community Groups and other Organizations to make use our classrooms, conference rooms and Parish Center. The Church of St. Mary does, however, reserve the right exclude use of our facilities to groups that are opposed to our beliefs or may cause concern to anyone.

We are proud of our facilities and anyone who wishes to use them must adhere to our guidelines which are designed to ensure we keep our facilities beautiful and the integrity of our beliefs.

A. General Guidelines

1. Since the cost of maintaining our facilities is considerable, outside groups are requested to make donations in order to cover the expense of heating, cooling, and normal wear and tear. Please refer to the attached donation schedule.
2. The sale of tickets or collection of monies other than from free will donations is not permitted.
3. Gambling, lotteries and games of chance are not allowed.
4. Parishioners, Groups or Organizations desiring to use our facility must have an authorized person complete and sign the contract.
5. Any group, except those directly affiliated with the church, using our facility, unless specifically excused from the requirement, shall have a staff member of St. Mary's on duty and shall compensate that person at the minimum rate of \$100 for three hours, and \$25 per hour for any additional time required. That staff member will be responsible for the well-being of those involved and of the Church, will set up tables and chairs and take them down, and assist in all other areas as needed.
6. If a staff member of St. Mary's is not required, the Parishioner, Group or Organization using the building shall follow the guidelines regarding the securing of the building, clean up (including the removal of trash to the dumpster), turning off lights, and safety of the people.
7. Decorations – only freestanding decorations are allowed. No tape, glue, staples, tacks, pins or other fixatives are allowed. Masking Tape or Painter's Tape may be used to attach coverings to tables. All decorations must be removed as part of clean up. Rice, birdseed, confetti throwing, etc are not allowed within the building. Nothing is to be attached to the ceiling or ceiling tiles.
8. A tour of the facilities is required before any event.
9. Pianos shall not be moved without prior written permission.
10. Children shall be supervised at all times. At no time shall a child or children be left alone with a single adult or supervisor. Safe Church guidelines shall be followed.
11. A damaged deposit of \$150 is required. Deposits are held until inspection for damaged is completed. The user will be held accountable for damage other than from normal wear & tear. Damages not covered beyond the deposit will be the responsibility of the person signing the contract.
12. Reasons for forfeiting your deposit are:
 - a. Setting off the fire alarm
 - b. Damage to the outside premises
 - c. Damage to furniture, tables, etc.
 - d. Unauthorized access to rooms not included in the contract

- e. Any other damages during the use of the facility will be at the discretion of the Church of St. Mary
 - f. Not securing the building or cleaning up after use of the building (if a staff member is not required)
13. Arrangements to enter the building, outside the time reserved, must be approved.
 14. No smoking, alcoholic drink or pets are permitted.
 15. The telephone is for local calls only. The red button on the phones will dial 911.
 16. The maximum number of people allowed at any time must be observed.
 17. All persons involved in any organization's activity must stay within their designated area except for use of rest room facilities.
 18. Requests for changes or exceptions to these guidelines must be approved in advance. The Church of St. Mary will have final decision regarding requests for changes or exceptions.
 19. In case of emergency during building use, immediately call local authorities and emergency service by dialing 911 (red button on phones) and Ross Wilber (518-810-9867).

B. Guidelines for Use of the Kitchen

For the safety of the people and the facility, these guidelines must be followed when using the kitchen:

1. Use of the kitchen is by permission only. Please make sure that the Church Office knows that you will be using the kitchen and it is included in your contract.
2. The Church must know if you are using a caterer. You are responsible for leaving the kitchen clean and tidy after the event.
3. The kitchen should be left in the same condition that you found it.
4. The stove and kitchen appliances are not for public use, unless a Staff member of St. Mary's is present.
5. If you use the refrigerator, please take any leftovers with you after your event.
6. If you use sinks, please do not leave dishes there to soak. All dishes must be washed and returned to the cabinets.
7. Counter surfaces must be left clean.
8. If spills happen, do your best to clean it up and then notify the Church Office, in case additional cleaning is required.
9. All materials brought in by your group must be removed after use.
10. If you have any questions, please call the office at (518) 449-2232.



Safety Policy for Parish Center Building Use

I. Space

- ❖ **Two-adult Rule:** At least two non-related adults should be present in groups of youth and children. If circumstances arise that a child or adolescent is alone with an adult, the adult should remain within sight of another adult whenever possible.
- ❖ **Confidentiality:** If door must be closed for the sake of confidentiality, first obtain permission of person involved in meeting. A dated memo about the meeting would be useful and more reliable than memory should that meeting later be questioned. Such a memo would not betray any privacy of a conversation.
- ❖ **Children:** If you have an encounter with a child or youth where you feel there might be a misunderstanding, debrief the encounter with the Pastor or Pastoral Associate for Parish Life & Administration and document the consultation. Where possible, discuss the matter with the child's parent or guardian.

II. Overnight Events

- ❖ For overnights (lock-ins, camp, etc) always have at least two adults present (more if the size of the group requires). Make parents/guardians aware of the ground rules which will govern all such events, and whenever possible have the participants sign an agreement to abide by those
- ❖ For overnights, whether on church property or elsewhere, be sure that separate sleeping areas are provided for boys and girls, and that privacy is assured for use of bathroom facilities and for changing clothes.

III. Other Precautions

- ❖ If children/youth are to be picked up by someone other than a parent or known babysitter, or dropped off somewhere other than their home, the parent or guardian should indicate that person's name and phone number.
- ❖ An adult leader should stay with all children/youth at the conclusion of an activity until every child/youth has been picked up. Never leave a child/youth alone waiting for a ride home.
- ❖ Use caution about any movies or videotapes. Many PG-13 rated films contain material that is inappropriate. Many congregations have a policy that R-rated films are never shown to youth/teens. If you question the appropriateness of a film, think about showing it to parents first (even if parents do not take up your offer it is important to have made the offer.)



Waiver & Release of Liability for Parish Center Building Use

WAIVER & RELEASE OF LIABILITY; INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1. Acknowledgement of Risk. By signing below I (we), _____ (the “Participant”), acknowledge and fully understand that there are inherent risks of serious injury or death associated with the yoga, training, classes, games, theatrical activities and performances and other activities being performed at the property and facilities owned and/or maintained by the Roman Catholic Diocese of Albany and the Church of St. Mary (the “Premises”). These inherent risks include, but are not limited to: acts or omissions of other people engaged in or leading activities at the Premises, the condition of equipment or property, even if properly maintained; the physical condition of the Participant, the acts and omissions of the Participant, conditions of roads, the administration and the availability of first aid and emergency treatment and the Participant’s consumption of food. The Participant and/or Legal Guardian(s) further acknowledge that all inherent risks associated with activities at the Roman Catholic Diocese of Albany and the Church of St. Mary, including training, games, classes, theatrical activities and performances, and yoga can not be described as part of this document.

2. Participant Waiver of Rights and Release of Liability. The Participant, Parent(s) and/or Legal Guardian(s) hereby release, waive and discharge the Roman Catholic Diocese of Albany and the Church of St. Mary, its employees and agents from liability claims and demands of negligence on the part of the Roman Catholic Diocese of Albany and the Church of St. Mary, its employees and agents arising in connection with the participation in activities and use of St. Mary’s facilities and equipment, including, but not limited to, those risks described in paragraph #1 above; providing, however, that this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of the Roman Catholic Diocese of Albany and the Church of St. Mary, its agents or employees.

3. Indemnification and hold harmless. The Participant, Parent(s) and/or Legal Guardian(s) further agree to indemnify and hold harmless the Roman Catholic Diocese of Albany and the Church of St. Mary, its employees and agents, against all losses, damages, monetary awards and expenses, including all costs and attorneys fees incurred in connection with any and all claims of negligence on the part of the Roman Catholic Diocese of Albany and the Church of St. Mary, its employees and agents, brought by the Participant, Parent(s) and/or Legal Guardian(s), his or her heirs, successors, assigned and legal representatives for any injury, death, illness, disease or damage to property, arising from or connected with participation in any activity at the

Roman Catholic Diocese of Albany and the Church of St. Mary. The indemnification and hold harmless agreement does not include losses, damages, monetary awards and expenses as a result of the intentional or reckless acts of the Church of St. Mary, its employees and agents.

4. Miscellaneous. The parties agree that the provisions of this “Waiver and Release of Liability; Indemnification and Hold Harmless Agreement” (“Agreement”) shall be deemed severable and that the invalidity or unenforceability of any one or more of the provisions of clauses hereof shall not affect the validity or enforceability of the other provisions or clauses hereof except as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State of New York.

5. Opportunity to Negotiate. You are encouraged to carefully review the contents of this Agreement and take the time you feel necessary to review it. DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. You may wish to consult an attorney.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.




_____	_____	_____
Printed Name of Participant	Signed Name of Participant	Date
_____	_____	_____
Printed Name of Parent or Guardian	Signed name of Parent or Guardian	Date
_____	_____	_____
Church of St. Mary & Roman Catholic Diocese of Albany-Printed	Church of St. Mary & Roman Catholic Diocese of Albany-Signed	Date

**A Parent/Legal Guardian must sign if participant is under 18*



A CATHOLIC COMMUNITY AT CLINTON HEIGHTS

163 Columbia Turnpike • Rensselaer, New York • 12144

 518.449.2232
 518.449.2234
 www.stmaryny.org



Procedures for Requesting Use of Facility for Parish Center Building Use

- Requests must be submitted via email to the Pastoral Associate for Parish Life & Administration from the Church of St. Mary's website: www.stmaryny.org
- Only those dates listed on the Calendar are available.
- Requests must be received at least two weeks prior to the requested date.
- The individual/group using the facility must submit their deposit check of \$150 and proof of insurance at least two weeks in advance. The deposit check should be made out to: The Church of St. Mary
- A "NSF" check for the deposit will result in the cancellation of the request.
- The deposit will be returned following the use (less any applicable costs: clean up, damaged to property or equipment, etc).
- Individuals/groups using the facility are expected to leave the facility as clean as they found it. Additional janitorial costs will be deducted from the deposit. Garbage is to be bagged and left outside the door.




Suggested Donations:

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| • Gingras Conference Room (up to 8 people): | \$25.00 per evening use |
| • St. Raphael Conference Room (up to 20 people): | \$50 per evening use |
| • Class Rooms (up to 40 people): | \$75 per evening use |
| • Parish Hall (Maximum Occupancy is 160 people): | \$100 per day |



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Sample Calendar – May 2010 for Parish Center Building Use

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Key: A-available N-not available						1 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A
2 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	3 Parish Hall N St. Raphael N Gingras Room A C3 N C4 N C5 N C6 N C7 N	4 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	5 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	6 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	7 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	8 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A
9 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	10 Parish Hall N St. Raphael N Gingras Room A C3 N C4 N C5 N C6 N C7 N	11 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	12 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	13 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	14 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	15 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A
16 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	17 Parish Hall N St. Raphael N Gingras Room A C3 N C4 N C5 N C6 N C7 N	18 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	19 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	20 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	21 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	22 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A
23 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	24 Parish Hall N St. Raphael N Gingras Room A C3 N C4 N C5 N C6 N C7 N	25 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	26 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	27 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	28 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	29 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A
30 Parish Hall A St. Raphael A Gingras Room A C3 A C4 A C5 A C6 A C7 A	31 Parish Hall N St. Raphael N Gingras Room A C3 N C4 N C5 N C6 N C7 N					