



**Addendum to Serve Alcohol on Premises  
as part of Use Agreement for Parish Facilities**

Date: \_\_\_\_\_ Date & Time of event: \_\_\_\_\_

Parish: Sacred Heart Catholic Church – Rockne 4045 FM 535 Bastrop, Texas

User: \_\_\_\_\_

This addendum is part of the Use Agreement for Parish Facilities between Parish and User.

A. Permission. If User complies with this addendum, User may serve alcohol on the Premises during the term of the Event.

B. Agreement and Warranty. User promises and warrants that:

- (1) any and all alcohol service and consumption on the Premises will comply with all applicable laws and regulations;
- (2) alcohol will be served only to User’s guests and no other persons;
- (3) no employee of the Parish will be permitted to serve alcohol;
- (4) persons serving alcohol will not consume any alcohol;
- (5) alcohol will be served only during the following times: all alcohol must be removed from the church ground premises no later than 12 midnight the day of the event.
- (6) Alcohol will be served during the event at the following times: \_\_\_\_\_
- (7) alcohol will not be served by or to any person under 21;
- (8) alcohol service and consumption will be limited to the following area(s): no alcohol is permitted in the prayer garden or in the parking lot of the church grounds. All alcohol may only be consumed in the hall and on the covered patio in the front of the hall.
- (9) User is solely responsible for security at the Premises and the other Parish property User may use during the term of the Event and will arrange for the following professional security during the term of the Event: Please provide the name of your security company or officer 30 days before the event: \_\_\_\_\_
- (10) only User or User’s TABC-licensed third-party retailer or caterer will bring alcohol onto the Premises or the other Parish property User may use; *the vendor of their choice*
- (11) the Event **will not** be a “BYOB” (Bring Your Own Bottle) event; ***These types of events are strictly prohibited.***
- (12) no person will permit alcohol to be served by or to anyone who appears to be intoxicated; and
- (13) only the following alcoholic beverages be served:  
 wine  beer  other (describe): \_\_\_\_\_

C. TABC Permits.

- (1) NOTICE: If any type of fee will be charged for alcohol (including but not limited to: (i) a per-drink charge; (ii) an entrance fee to attendees served alcohol for no additional fee; or (iii) drink tickets) a license or permit issued by the Texas Alcoholic and Beverage Commission (TABC) is required and must be displayed at all times as the law requires.

(2) User represents:

- (a) A fee will not be charged for alcohol at the Event.
- (b) A fee will be charged for alcohol at the Event and:
  - (i) User will obtain a license or permit from TABC to serve and charge for alcoholic beverages at the Event and User will provide Parish evidence, not later than 30 days before the date the Event begins, that User has been issued a license or permit from TABC to sell and serve alcohol at the Event.
  - (ii) User will engage a third-party retailer or caterer (“Retailer”) who maintains a license or permit to serve and charge for alcoholic beverages at the Event. Not later than 30 days before the date the Event begins, User will provide Parish with evidence of: (a) Retailer’s TABC license or permit to sell alcohol; and (b) Retailer’s certificate of insurance of liquor liability insurance with limits of at least \$1 million that lists Parish and the Diocese as additional insureds.

D. **Indemnity.** User shall indemnify and hold harmless Parish and the Catholic Diocese of Austin, as well as their clergy, volunteers, officers, directors, agents, employees, parishioners, contractors, and representatives from all claims, suits, liability, demands, injuries, causes of action, damages, judgments, awards or expenses resulting from or arising out of the service or consumption of alcohol related at the Event or any failure to comply with the provisions of this addendum.

F. **Strict Compliance.** User’s failure to strictly comply with this addendum entitles Parish to withdraw its permission for alcohol on the Premises.

Renter Name

Sacred Heart Parish Hall Committee Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Form eff. 03-01-2020)