

WEDDING POLICIES

One of the most sacred and beautiful ceremonies of the church is the marriage service. It is ALWAYS A SERVICE OF WORSHIP in which two persons, in the company of their loved ones and friends, publicly covenant with each other under the blessing of God. A Christian wedding is much more than a social event. Two persons are united by God in holy marriage.

It is the desire of the pastor(s) and staff of Trinity Baptist Church to make every wedding a special, sacred and memorable event. To this end the following policies and procedures have been established. We want to extend to each wedding party every possible consideration, courtesy and benefit.

In order to establish a uniform and regular practice with regard to weddings at Trinity Baptist Church, and make available to all interested parties, the accepted wedding procedures, we have prepared this material for your information.

PREPARE/PRE-MARITAL COUNSELING

Trinity Baptist Church does require pre-marital counseling. We have contract counselors available for this counseling. Sessions cost: \$350.00 (5-1 hr sessions) 738-7780. Counselors are available after hours and week-ends. They will work with couple's schedules to make sure counseling sessions have been completed prior to wedding ceremony. Exceptions must be approved by Senior Pastor.

SCHEDULING THE WEDDING

It is important that all arrangements (including date, exact hours, etc.) for wedding services, rehearsals, and receptions be scheduled as far in advance as possible. Church members have priority in scheduling dates should there be a conflict. Once a date is set on the church calendar, whether it be a member or non-member, that date and time is secure. **All scheduling arrangements must be made only with the Pastor's Administrative Assistant.**

NO WEDDINGS MAY BE SCHEDULED ON:

- SUNDAY
- HOLY WEEK
- EASTER DAY AND EASTER WEEKEND
- MEMORIAL DAY WEEKEND
- JULY 4TH
- LABOR DAY WEEKEND
- THANKSGIVING DAY AND WEEKEND
- CHRISTMAS WEEK, EVE, OR DAY
- NEW YEAR'S EVE OR DAY
- Anytime, day or evening that would conflict with church events already scheduled in Thrift Chapel or in the Sanctuary Building or in other church facilities.

A reservation is confirmed when

- The time for the wedding has been scheduled
- And the appropriate fees have been paid at the Pastor's Administrative Assistant's office

DEPOSIT OF ½ TOTAL FEE IS REQUIRED AT THE TIME WEDDING IS BOOKED. BALANCE IS DUE 30 DAYS PRIOR TO WEDDING CEREMONY.

See **DEPOSIT/REFUND** about cancellations and return of fees.

AVAILABLE WEDDING FACILITIES

THRIFT CHAPEL seating capacity 125

SANCTUARY seating capacity 1100 (FLOOR AREA)

CREATIVE CENTER GRAND ROOM seating capacity 80

For a wedding in Thrift Chapel the bride's room is in the Chapel Annex (east end). For wedding in Sanctuary the bride's room is located above the Sanctuary.

For a wedding in Thrift Chapel the groom and his attendants will be in West end of the Chapel Annex. For wedding in Sanctuary the groom and his attendants will be in the Deacons' room located south side of the Sanctuary.

For a wedding in CLC Grand Room the bride's room will be CLC 110/115. Groom and his attendant's will be in CLC 200/202.

SEE WEDDING CONTRACT & FACILITIES AGREEMENT

MUSIC

TBC music minister will be contacted with regard to church musician available for wedding.

Fee includes one rehearsal w/soloist. Church musician does not attend rehearsal.

REHEARSALS

The purpose of the wedding rehearsal is to familiarize the wedding party with the wedding procedure, so that everyone will be as comfortable as possible and know what their responsibilities are. **TBC wedding advisor (church liaison) is in charge of the rehearsal.** All rehearsals must begin promptly at the scheduled time and are limited to one hour. It is the bride and groom's responsibility to have people present on time at their rehearsal. Another rehearsal may be scheduled to follow an hour later. **Starting a rehearsal late will mean that your rehearsal may not be finished.**

All members of your wedding party should attend your rehearsal. This includes mothers and fathers, too.

Wedding rehearsals are scheduled at set times. They are:

- 6:00 PM
- 7:00 PM

Most rehearsals take place on the day before the wedding. Should conflicts arise, other times during the week of the wedding may be arranged by visiting with the Pastor's Administrative Office.

No one perceived to be under the influence of alcohol will be permitted to participate in the rehearsal or the wedding. Alcoholic beverages are not permitted on the premises. Smoking is strictly prohibited in all buildings. It is the responsibility of the bride and groom to inform all members of the wedding party of these alcohol and smoking policies.

The wedding license must be given to the Wedding advisor at the rehearsal. The license cannot be older than 30 days prior to the wedding, or younger than 72 hours before the wedding ceremony.

MEDIA NEEDS

The contractual fee includes 1 sound/light tech person (minimum of 4 hours). For any additional media needs there will be an additional fee.

DECORATIONS

Weddings are special! Be assured, however, that it is not necessary to spend a fortune in order to have a beautiful wedding. Neither flowers nor decorations are essential to the beauty of your wedding or the success of your marriage. Remember that in both the Sanctuary and Chapel "less may be more".

The Chancel furnishings in the Sanctuary and Chapel are not moved. Participants are to remember that the Sanctuary and Chapel are houses of worship.

See florist instruction sheet.

The bride and groom will give to their florist a copy of the instruction sheet. The florist is responsible for abiding by the policies spelled out on that sheet. Any florist disregarding the policies will not be recommended to future wedding parties and they may be forbidden from working in Trinity Baptist Church again.

Should your wedding take place during the seasons of Advent or Christmas (Thanksgiving Sunday to the Sunday after the 1st Sunday in January), the seasonal decorations in Chapel and Sanctuary must remain as they are. If you choose, you may add decorations, but those already in place must not be removed or altered in any way.

REFUNDS

If for any reason your wedding is canceled or postponed, please notify the Pastor's Administrative Assistant promptly. Total fees are returned to you, **if notification occurs 60 DAYS PRIOR** to your wedding date, and one half of your fees are returned to you, **if notification occurs 30 DAYS PRIOR** to your wedding date.

RECEPTIONS

TBC Dining Room is available for receptions. This facility is not automatically available due to the church's program calendar, but if you desire to have your reception on the premises, you will need to schedule it at the time you schedule your wedding.

If your reception is to be held at TBC, the bride and groom are responsible for informing the caterer of the policies for its use. **There is a scheduled access and vacating time for TBC Dining room and adhering to that time is very important.**

A total of six hours (six at most) is adequate to cover setting up, holding the reception, and vacating the space.

Receptions cannot be set up until the day of the wedding.

TBC Dining room can accommodate comfortably 200 people for sit down dinner. A separate fee is required. Fee will include set up of tables & chairs, serving tables, custodial fee. Caterers are to bring their own dishes, cups, tableware and cloths, etc. Caterer must be on approved Trinity list and must present a certificate of insurance prior to event date.

Alcoholic beverages are not permitted on the church premises. This includes the grounds. Smoking is strictly prohibited in all buildings. It is the responsibility of the bride and groom to inform all members of the wedding party of these policies.

PHOTOGRAPHY AND VIDEO TAPING

All photography and video-taping must be done in such a way as to not distract from the spirit of worship. No flash photos or additional video lights may be used during the wedding **after the mother of the bride has been seated.**

During the wedding, video tape equipment is confined to the rear of Chapel or balcony of Sanctuary.

Photographers may NOT take flash pictures in the processional aisle after the mother of the bride is seated. **Flash pictures however MAY** be taken during the recessional. Flash pictures **may be taken** in the entrance Foyer prior to the service in Chapel or Sanctuary. Pictures without flash **may be taken** during the ceremony from the rear of Chapel and from balcony of Sanctuary.

Photographs of any kind may be taken at the reception.

The bride and groom are responsible for getting the Photographer notified of these policies.

RESPONSIBILITY FOR SAFEKEEPING

Trinity Baptist Church cannot accept delivery of dresses for the bride or any other members of the wedding party. Nor can the delivery of equipment, food, or flowers be accepted ahead of the scheduled access time. We cannot be responsible for valuables and personal effects which are brought to the church and left unattended. Please see Facilities agreement. We will not be liable for any wedding items if lost, stolen or damaged.

MISCELLANEOUS

NO RICE OR CONFETTI is to be thrown on church property.

BIRD SEED OR BUBBLES, if used only outside, is acceptable.

SMOKING IS PROHIBITED within all church buildings.

NO ALCOHOLIC BEVERAGES may be consumed anywhere on church property.

ANY PERSON PERCEIVED TO BE UNDER THE INFLUENCE OF ALCOHOL will not participate in the wedding.

INSTRUCTION SHEET FOR PHOTOGRAPHER/VIDEO

The wedding pictures are an important part of this occasion, and this church and its staff wish to cooperate with you in every way. We trust you will follow our policies regarding wedding photography so that the ceremony will not be interrupted or the people distracted.

- No flash photo or video lights may be used during the wedding **after the mother of the bride has been seated.**
- During the wedding, video tape equipment is confined to the rear of Chapel or balcony of Sanctuary. Video equipment must have its own power source.
- Pictures may not be taken in the processional **aisle after the mother of the bride has been seated.**
- Pictures, flash or otherwise, **may be taken** in the recessional aisle.
- Pictures without **flash may be taken** during the ceremony from the rear of Chapel and from balcony of Sanctuary.
- Under no conditions will photographs from the floor of the Sanctuary or front of Chapel be made **while the ceremony is in progress.**
- The wedding party may return to the Chancel area after the ceremony for any pictures desired.
- The photographer and video operator will have to work together for common areas of operation.

THE BRIDE AND GROOM ARE RESPONSIBLE FOR GETTING THIS INSTRUCTION SHEET TO THE PHOTOGRAPHER/VIDEO OPERATORS.

TRINITY BAPTIST CHURCH – WEDDING CONTRACT

Bride's Name: _____ **Address** _____
Home Phone: _____ **Office Phone:** _____ **Church Membership:** _____

Bride's Parents: _____

Groom's Name: _____ **Address:** _____
Home Phone: _____ **Office Phone:** _____ **Church Membership:** _____

Groom's Parents: _____

Facilities Needed: __ _Sanctuary \$1600.00

(Charges include Custodial Fee, Church Musician, Wedding Advisor and Sound/Light Tech)

___Chapel \$1,000.00

(Charges include Custodial Fee, Church Musician and Wedding Advisor)

___CLC/Grand Room \$800.00

(Charges include Custodial Fee, Church Musician and Wedding Advisor)

Reception? If yes, the Wedding Advisor will give information with regard to caterer needs, etc. (Full service caterer will be needed/TBC reserves the right to reject any caterer.)

Reception areas: Dining Room full room 900.00 ½ room 600.00 **Fanning Foyer** 550.00

CLC/Grand Room 600.00

The Following Persons Are Scheduled For Your Wedding and Should be Contacted By The Bride:

(Note the Church Organist and Pastor do not attend rehearsals.)

Church Musician: Donn Wisdom 738-7727 (Fee includes one rehearsal with soloist.)

Wedding Advisor: Nancy Lodes 530-4179(Contact before contracting with any florist.)

THE MINISTERS REQUIRE FIVE COUNSELING SESSIONS PRIOR TO THE WEDDING FOR A TOTAL CHARGE OF \$350.00. PLEASE CALL THE COUNSELING OFFICE AS SOON AS POSSIBLE AT 738-7780 FOR YOUR APPOINTMENTS. ANY CHANGE REQUESTED IN THIS POLICY BECAUSE OF EXTENUATING CIRCUMSTANCES REQUIRE THE APPROVAL OF THE MINISTER PERFORMING THE CEREMONY.

REHEARSAL DATE: _____ **Hour:** _____
(NOTE: Rehearsal hour subject to change because of other weddings or activities.)

WEDDING DATE: _____ **Hour:** _____

PASTOR: _____

YOUR DATE AND RESERVATION OF THE FACILITY WILL BE CONFIRMED WHEN YOU HAVE RETURNED A COPY OF THIS FORM SIGNED BY THE PERSON RESPONSIBLE FOR PAYMENT, ALONG WITH YOUR DEPOSIT OF \$800.00 PAYABLE TO TRINITY BAPTIST CHURCH c/o THE ASSOCIATE PASTOR'S OFFICE, ATTN: KATHY SMITH (738-7715 or ksmith@trinitybaptist.org). BECAUSE OF THE COMPLEX SCHEDULE OF ALL CHURCH ACTIVITIES, ANY CHANGE MUST BE CLEARED WITH THE ASSOCIATE PASTOR'S OFFICE/KATHY SMITH. SHOULD YOUR PLANS CHANGE, ANY REFUND WILL BE BASED ON HOW PROMPTLY YOU NOTIFY KATHY SMITH (738-7715 or ksmith@trinitybaptist.org).

Date of Request

cc: Wedding Party, Church Musician, Wedding Advisor, Facilities, Officiating Pastor

Date

1/09

TRINITY BAPTIST CHURCH

WEDDING INSTRUCTIONS TO THE FLORIST

INTRODUCTION

Trinity Baptist Church Sanctuary is a beautiful setting for worship and a most fitting setting for a wedding. You are invited by the bridal family to participate in the preparations for the wedding. You, as florist, are welcome and permitted here as a guest. Our long time policy on this is restated and affirmed as follows:

This is a guide and instructions for use by the family and the florist planning decorations for the wedding ceremony to be conducted in the Sanctuary, Chapel or CLC/Grand Room of Trinity Baptist Church. Occasionally, proper care has not been given to our property, mainly the carpeting and pews. This has required that we outline clear rules and guidelines for what can and cannot be done in the facilities. These rules and guidelines will take priority over anything that has been used in decorations on any occasion in the past.

First, you as a florist are requested early in the planning of the decorations for a given wedding to call the Pastor's Administrative Assistant. Our records must show the name of your firm and your telephone number.

NOTE: A deposit of \$150.00 made payable to Trinity Baptist Church **must be in the Pastor's Administrative Assistant's office three (3) days before** the florist can begin decorations. This will be refunded promptly upon proper clean-up and inspection to determine that no permanent damage has happened to church property, i.e., carpet, pews, etc. **This deposit is required from the florist, not the bride's family.**

It is our considered opinion and requirement that vastly extensive decorations not be planned. Please note that there is no Communion Table in the chancel area. The Communion Table **may not** be moved to this area.

Decorations of arch, greenery, and candles are not permitted immediately in front of the choir chairs. Objects **may not** be placed on the pulpit furniture or chairs. All pulpit furniture and choir area furniture is to remain in its normal place in the chancel area, including any other items placed in this area by the church.

Greenery may be used toward the rear of the choir area. However, candles may not be used in this area unless the area, including chairs, is covered with protective plastic.

CANDLES

It is understood that candles play a significant part in the decorations for a wedding. When candles are planned and used, the florist will be held responsible for any damage done by candle drippings. All candles used must be of the drip-less variety, slow burning, and must be placed in a candelabrum. Candles will be used only in the chancel area. Candles will not be used in the aisles. (NOTE: Even though the drip-less variety candles are required, the florist is responsible for protecting the carpet under the candelabra with clear plastic.)

The florist is specifically requested to instruct his workers to snuff out the candles and permit at least **ten minutes cooling time** for the setting of the melted candles before they are tilted for removal. The workers can void all the careful preparation for protecting carpeting and furnishings by tilting the candles while they are still hot.

Decorations cannot be planned for the balcony rail, in front of the stained glass windows, or on the edge of the baptistery. Small floor decorations may be placed on the rail area beside the organ or on the floor areas each side of the steps going up to the chancel area and in the north lobby of the Sanctuary. The use of the following items is strictly forbidden:

Nails, thumbtacks, staples, scotch tape or other tape, screws into any part of the building, furniture, or fixtures. No carpentry work can be permitted within the building and temporary construction may not be brought in for use. No decorations can be placed on top of the piano or organ. There can be no attachments to the pews or covering for the windows.

Removal of all decorations must begin immediately after the wedding ceremony.

All used candles are to be removed from the building. This is a fire protection requirement. A crew sufficient to adequately remove decorations must be provided by florist. Both the Sanctuary and Chapel must be left "broom clean". The custodian on duty is not expected to do this type of clean-up for the florist. He is there instead for the purpose of vacuuming the floor after the florist crew has left it "broom clean" and for lock-up.

During the summer season the buildings are pre-cooled depending on the hour of the wedding ceremony. Any decorations which are planned that would be damaged by heat should be delivered to the church after this time. The florist shall begin work **no earlier than two hours** before the wedding. This is absolutely necessary and no exceptions shall be made.

The florist and his employees are prohibited from the use of obscene language, discourteous actions, or from smoking in any of the church buildings. Violations of this requirement will bring immediate eviction of the offender and removal of the florist from the approved list. Food or beverages are not allowed inside the buildings.

Any questions for clarification should be addressed to the Pastor's Administrative Assistant well in advance of the wedding date. Any change or departure from these guidelines **cannot** be approved. We want to assist you in any way possible to make this wedding occasion beautiful and complete. Your cooperation with these rules and guidelines will enable us to do this.

KATHRYN J. SMITH
ADMINISTRATIVE ASSISTANT
PASTORS' OFFICES
319 E MULBERRY SAN ANTONIO, TX 78212 210.738.7715

Trinity Baptist Church Facility Agreement

This Facility Agreement (herein the “**Agreement**”) is made and entered into this ___ day of _____, 20__, between **Trinity Baptist Church of San Antonio** (herein “**Trinity**”) and _____ (herein the “**Tenant**”).

AGREEMENT OF PREMISES

In consideration of the mutual covenants herein, and subject to and upon the terms, provisions and conditions hereinafter set forth, Trinity does hereby authorize Tenant to use the premises owned by Trinity and the building(s) known as _____ (herein the “**Building**” or “**Premises**”), located at _____.

ARTICLE 1: TERMS AND POSSESSION

Section 1.01. Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until such time that Trinity provides notice to Tenant of the termination of the Agreement. **Due to the nature of the premises and that Trinity Baptist Church, Ruble Community Center, Tri-point and any and all other properties owned by Trinity Baptist Church may be required for immediate use by said Trinity Baptist Church for use be it know that this agreement is void. Trinity Baptist Church is a state certified Red Cross Shelter and if a local/state/national need is requested TBC facilities will be used for that purpose only and other situations requiring the use of the facilities of TBC, your event and use of the TBC facilities may not be held at the scheduled time and date, may be moved, or cancelled.**

Section 1.02. Commencement. The Term of this Agreement shall commence on the Commencement Date (the “**Commencement Date**”) and shall expire, without notice to Tenant, after the date Trinity provides notice to Tenant of the termination of the Agreement.

Section 1.03. Monthly Fee. The Tenant shall be required to pay a monthly fee of \$_____ to Trinity. The initial fee shall be paid prior to the time Tenant occupies the premises. All subsequent fees shall be paid on or before the 5th day of each month while the Agreement is in effect. This fee is to help defray some of the costs incurred by Trinity in the maintenance of the Premises. Trinity may waive this requirement by having the Church Administrator initial below.

_____ Section 1.03 is waived by Trinity

Section 1.04. Furniture, Fixtures and Personal Property. Tenant acknowledges that the Building contains furniture, fixtures and/or personal property of Trinity and therefore Tenant is obligated to

exercise due care in the preservation of such property. As for property owned by Tenant, upon the expiration of this agreement Tenant shall remove any such items on the Premises and, if Tenant fails to do so, Trinity may remove and dispose of any such items at the expense of Tenant, and Tenant shall reimburse Trinity within ten (10) days after delivery to Tenant of an invoice.

ARTICLE 2: SECURITY DEPOSIT

Section 2.01. Security Deposit. Upon the execution of this Agreement, Tenant agrees to pay Trinity _____ as a Security Deposit which shall be held by Trinity as security for the performance by Tenant of Tenant's covenants and obligations under this Agreement. If Tenant is not then in default, such security deposit shall be returned to Tenant within sixty (60) days of the termination of this Agreement.

_____ Section 2.01 is waived by Trinity

ARTICLE 3: USE AND OCCUPANCY

Section 3.01. Permitted Use. The Premises shall be used only for the Permitted Use described as the following _____. Tenant shall not use or permit the use of the Premises for any purpose which is illegal or dangerous to persons or property, deemed to be extra-hazardous on account of fire, or permit anything to be done which would in any way increase the rate of fire or which unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Legal Requirements regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Trinity with copies of any notices it receives regarding a violation or alleged violation of any Legal Requirements.

Section 3.02. Nuisance. Tenant covenants and agrees with Trinity to conduct its business and control its agents, employees, invitees and visitors in such manner as not to permit any nuisance or other actions to interfere with, annoy, or unreasonably disturb Trinity's neighbors or Trinity in its operation of its business.

Section 3.03. Entry by Trinity. Tenant covenants and agrees with Trinity to permit Trinity or its agents or representatives to enter into and upon any part of the building at anytime and for any reason.

Section 3.04. NO WARRANTY BY TRINITY. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TRINITY DOES NOT MAKE, AND WILL NOT MAKE, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE FITNESS OR SUITABILITY OF THE BUILDING OR PREMISES FOR ANY PARTICULAR PURPOSE.**

Section 3.05. Alterations by Tenant. Tenant is forbidden of making any alterations and/or modifications to the Building or Premises unless Tenant has written authorization from an authorized representative of Trinity regarding the specific alterations and/or modifications to be made.

Section 3.06. Maintenance and Repairs by Tenant. Except as otherwise expressly provided herein, Tenant covenants and agrees with Trinity, at Tenant's own cost and expense, to maintain the Premises in good repair, reasonable wear and tear excepted, and to repair or replace any damage or injury done to the Premises or Building, or any part thereof caused by Tenant or Tenant's agents, employees, invitees, or visitors. Tenant shall be solely responsible for any water damage resulting from any plumbing leak or overflow from any plumbing facilities located within, and serving exclusively, the Premises which damages the Building or Premises.

ARTICLE 4: SECURITY

Section 4.01. Security Measures Installed by Tenant. Tenant may install security measures in the Premises Only with the prior written consent of the Church Administrator. Tenant will keep and maintain any such security measures in good working order, condition and repair and will pay all costs and expenses for installation, maintenance, repair and replacement thereof; and upon expiration or earlier termination of the Agreement, Tenant at its expense will remove all such security measures.

Section 4.02. Representations Regarding Security. During the term of this Agreement, Tenant acknowledges that Trinity shall not be obligated to provide any security to Tenant, Tenant's employees or any of Tenant's patrons, visitors or customers. Trinity makes no promises, warranties or representations of any type regarding the safety or security of the Building, Premises or the area surrounding the Building or Premises.

ARTICLE 5: PARKING

Section 5.01. Generally. All parking areas shall be under the control of Trinity, and Tenant agrees that Tenant, its agents, employees and invitees shall conform to such reasonable written parking regulations, conditions and provisions as may from time to time be prescribed by Trinity. TENANT, AS A MATERIAL PART OF THE CONSIDERATION TO BE RENDERED TO TRINITY UNDER THIS AGREEMENT, HEREBY WAIVES ALL CLAIMS AGAINST TRINITY PARTIES FOR DAMAGES TO PROPERTY OR INJURIES TO PERSONS ARISING FROM OR OCCASIONED BY USE OF THE PARKING AREAS, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE (NOT ORDINARY NEGLIGENCE) OR WILLFUL MISCONDUCT OF TRINITY, ITS EMPLOYEES, OR ITS AGENTS. TRINITY SHALL NOT BE LIABLE TO TENANT FOR ANY DAMAGES BY OR FROM ANY ACT OR NEGLIGENCE OF ANY OTHER OCCUPANT OF THE BUILDING OR BY

ANY OWNER OR OCCUPANT OF ADJOINING OR CONTIGUOUS PROPERTY OR ANY ACT OR NEGLIGENCE OF ANY PERSON UPON OR IN SUCH PARKING AREAS, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE (NOT ORDINARY NEGLIGENCE) OR WILLFUL MISCONDUCT OF TRINITY, ITS EMPLOYEES, OR ITS AGENTS. As between Trinity and Tenant, Tenant shall be responsible for the acts, omissions, negligence or willful misconduct of its employees, agents and invitees in the parking areas.

Section 5.02. Special Traffic Control Requirements. Tenant shall be required under this Agreement to provide traffic control in the form of on-duty or off-duty personnel from the San Antonio Police Department or Bexar County Sheriff's Department for any event held by Tenant on the premises in which 200 or more persons attend. All fees/costs associated with the compliance of this provision shall be borne by Tenant.

ARTICLE 6: INSURANCE

Section 6.01. Tenant's Insurance. Tenant shall be required under this Agreement to maintain a liability policy and such policy shall contain an endorsement that names Trinity as an additional insured, reference the Building, and guarantee minimum liability limits of 1,000,000.00 per occurrence.

_____ Section 6.01 is waived by Trinity

ARTICLE 7: ASSIGNMENT AND SUBLETTING

Section 7.01. Assignment or Subletting by Tenant. Except as set out in subparagraphs (b) and (c) below, Tenant shall not, without the prior written consent of Trinity (which Trinity may grant or withhold in its sole discretion), (i) assign, mortgage, pledge, encumber, or in any manner transfer this Agreement or any estate or interest therein, (ii) permit any assignment of this Agreement or any estate or interest therein by operation of law, (iii) subAgreement the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy on any portion of the Premises, or (v) permit the use of the Premises by any parties other than Tenant, its agents and employees

Section 7.02. Damage to Tenant's Property. Notwithstanding anything herein to the contrary, Trinity has no responsibility or obligation to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other property.

Section 7.03. Terminate Agreement. Without any further notice or demand, whatsoever, Trinity may terminate this Agreement and forthwith repossess the Premises by delivering written notice accordingly; in which case Tenant must immediately surrender and vacate the Premises to Trinity.

ARTICLE 8: NON-LIABILITY AND INDEMNIFICATION

Section 8.01. Indemnity. TENANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND TRINITY FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY AND EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S AND OTHER PROFESSIONAL FEES, IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGE TO PROPERTY, ARISING FROM OR OUT OF THE OCCUPANCY OR USE OF THE PREMISES OR ANY PART THEREOF OR ANY OTHER PART OF THE BUILDING, BY TENANT OR ITS OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES WHOLLY OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE TENANT PARTIES, EXCEPT AND ONLY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (BUT NOT ORDINARY NEGLIGENCE) OF TRINITY OR ITS OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES EMPLOYEES OR AGENTS (THE "TRINITY PARTIES").

The indemnifying party shall have the right to assume the defense of any such claim on behalf of itself and the indemnified party, so long as (i) the indemnifying party promptly commences and diligently pursues such defense, (ii) the indemnifying party keeps the indemnified party fully informed of all action taken by the indemnifying party in the defense of such claim, and (iii) the attorneys selected by the indemnifying party shall be subject to the approval of the indemnified party, which approval will not be unreasonably withheld or delayed.

SECTION 8.02. APPLICABILITY OF WAIVER AND INDEMNITY. THE INDEMNITIES AND WAIVERS CONTAINED IN THIS ARTICLE APPLY REGARDLESS OF THE ACTIVE OR PASSIVE NEGLIGENCE OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF TRINITY REGARDLESS OF WHETHER LIABILITY "WITHOUT FAULT" OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON TRINITY. IF THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION ESTABLISHES, UNDER PRINCIPLES OF COMPARATIVE NEGLIGENCE THEN IN EFFECT IN THE STATE OF TEXAS, THAT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRINITY PROXIMATELY CAUSED A PERCENTAGE OF THE DAMAGES SUFFERED BY A THIRD PARTY, THEN, AS TO SUCH PERCENTAGE ONLY, THE INDEMNITIES AND WAIVERS CONTAINED IN THIS ARTICLE WILL NOT APPLY TO SUCH TRINITY BUT SUCH INDEMNITIES AND WAIVERS WILL CONTINUE TO APPLY TO ANY DAMAGE IN EXCESS OF SUCH PERCENTAGE AND TO ALL OF TRINITY NOT FOUND TO HAVE PROXIMATELY CAUSED SUCH DAMAGE AS PROVIDED ABOVE.

ARTICLE 9: CONTROL AND SUPERVISION

Section 9.01: Tenant acknowledges that Trinity will not supervise, control, hire and in anyway manage the employees, agents, customers, or patrons of Tenant as it relates to Tenant’s operation in the Building. All persons working for Tenant in the Building will be under the sole control and direction of Tenant. All employees and agents of Tenant shall be considered the employee of Tenant only and under no circumstances will be consider employees of Trinity. Trinity, however, reserves the right to demand that any person not be permitted on the Premises.

ARTICLE 10: MISCELLANEOUS

Section 10.01. Notice. Any notice, communication, request, reply or advise (hereinafter severally and collectively called "notice") in this Agreement must be in writing, and may, unless otherwise in this Agreement expressly provided, be given or be served by hand delivery, via telecopy, by a reputable overnight courier (such as Federal Express or DHL or Airborne) which provides confirmation of delivery.

Section 10.02. Entirety and Amendments. Once fully executed by Trinity and Tenant hereunder, this Agreement embody the entire contract between the parties hereto relative to the subject matter hereof and supersedes all prior understandings with respect thereto. No variations, modifications, changes, or amendments, or waivers of any provision of this Agreement shall be binding upon any party hereto unless in writing and executed by a duly authorized officer or a duly authorized agent of the party to be so bound.

Section 10.03. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Trinity and Tenant have executed this Agreement as of the date and year first above written.

TRINITY:

TENANT:

Trinity Baptist Church of San Antonio,

By: _____

By: _____

Its: _____

Date: _____

Print Name and Title