

Our Lady of Lourdes Catholic Church

Parish Facility Rental Agreement

[rev. 09/01/09]

| | | | |
|--|---|----------------------------------|---|
| <input type="checkbox"/> Active Parishioner | <input type="checkbox"/> Parish Hall | <input type="checkbox"/> Room 1 | <input type="checkbox"/> Special Instructions |
| <input type="checkbox"/> Non-parishioner | <input type="checkbox"/> Liquor License | <input type="checkbox"/> Room 2* | _____ |
| <input type="checkbox"/> Parish Organization | <input type="checkbox"/> Kitchen Use | <input type="checkbox"/> Room 3 | _____ |
| | | <input type="checkbox"/> Room 4 | _____ |

* Bride's Room for Weddings

Estimated number of people to be in attendance: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Our Lady of Lourdes Parish (hereinafter referred to as the Lessor), and _____, (hereinafter referred to as Renter).

1. **Rental of parish facilities.** Lessor agrees to rent a portion, as denoted by the checked boxes above, of the building located at 1000 Madison Avenue, Washington, Missouri, commonly known as Our Lady of Lourdes Parish Hall (hereinafter referred to as the "Parish Hall") to Renter for the purpose of _____ and no other purpose, commencing at ____ o'clock __.m. on the ____ day of _____, 20____ (hereinafter referred to as "rental date.") This time neither includes the setup and decorating time before the event nor the breakdown and cleanup time after the event. (see Rules.)
2. **Rental Payment.** Renter shall pay the total sum of the times and in the amounts set forth herein below:

(a) Schedule of rental payments (see rate schedule in rules):

| | | |
|-------|--|-------|
| (i) | Rental of the Parish Hall or Meeting Room therein | |
| (ii) | Event Liability Insurance (required for all events, included in Hall fees) | |
| (iii) | Liquor License (if required, included in Hall fees) | |
| (iv) | Kitchen Use (included in Parish Hall rental fee. Only if kitchen is to be used for meeting room rentals. See Rules.) | |
| (v) | Bartending fees | _____ |
| | TOTAL RENTAL FEES | |
| | | |
| (v) | Security Deposit | |

(b) Upon the execution of this contract, Renter shall pay:

- (i) one-half (½) of the total rental fee of _____, which sum shall be a non-refundable payment to reserve the date set forth in Section 1 herein above; and
- (ii) a security deposit in the amount of _____, to be refunded as provided in Section 5 herein below.

(c) The balance of the rental fee of _____, shall be payable by Renter ninety (90) days prior to the Rental Date.

3. Use of the Rented Facilities. Renter shall take all means necessary to make sure the Renter's agent, employee, patrons, or guests use only the facilities for which rent is paid and prevent their use or entrance into other areas of the building, including, but not limited to, non-rented meeting rooms, portions of the Parish Hall, offices, Our Lady of Lourdes Church, Our Lady of Lourdes Catholic School or other areas not specifically listed within this agreement. Use of these facilities will cause additional charges to be added to the rental cost under this agreement and will be deducted from the security deposit.

Renter shall take all means necessary to respect the solemnity of the church area above the Parish Hall and to not allow any act, music performance or other event that would interfere with any church service or would be inappropriate for a Christian facility.

All portions of the building are smoke free. Smoking is only permitted in the atrium/patio areas north and south of the Parish Hall. No smoking is allowed on the Memorial Brick Plaza or in any parish facility. Renter will take all means necessary to enforce the Lessor's no smoking rules and shall ensure that the building remains a smoke-free facility throughout the term of the Renter's occupancy under the terms of this agreement. Any damages caused by smoking in the building will be deducted from the security deposit as specified herein below in Paragraph 5.

4. Damage to Facility. Renter shall not injure, damage, mar, nor in any manner deface said facility, nor shall Renter place any tape, nails, hooks, tacks or screws in any part of the facility, nor make any alterations of any kind thereon. All decorations shall be attached to hooks provided by the Lessor. (see Rules.)

If the building or any portion thereof during the term of the Rental Agreement shall be damaged, Renter shall pay to Lessor upon demand such sum as shall be necessary to restore the facility to its prior condition.

5. Security Deposit. The security deposit payable by Renter under the terms of action 2(b)(ii) herein above shall be refundable to Renter within thirty (30) working days following Renter's use of the building provided that Renter has fulfilled all the promises and covenants contained in this Agreement. Any damages, including excessive cleaning expenses incurred by the Lessor, as determined solely by the Lessor, resulting from Renter's occupation of the facility shall be deducted from the security deposit before the balance is refunded to Renter. Should the cost of necessary repairs for damage during the rental term exceed the Security Deposit listed under Paragraph 2(b)(ii) above, Renter shall pay the difference to Lessor immediately upon demand.

- 6. Beverage Service.** If any type of liquor, whether in the form of beer, wine, distilled spirits or other liquors, is to be served during the Rental Date, Renter will be required to pay for an event liquor license to be supplied by the Lessor. Renter shall be responsible for the purchase and delivery to the Parish Hall of all ice and beverages, including, but not limited to, beer, wine, liquor, and soft drinks. Renter is required to use parish bartenders to help serve at their event. Renter shall not permit the sale or service of intoxicating beverages to individuals under the age of 21 anywhere on parish property. Checking the ID of anyone who appears to be younger than 25 years of age is a requirement of this Rental Agreement and is the Renter's responsibility. Renter hereby agrees to pay to the Lessor the sum of Ten Thousand Dollars (\$10,000) as liquidated damages sustained by the Lessor if Renter or any of its agents, employees or invitees sell or serve intoxicating beverages to individuals under the age of 21 anywhere on the parish property. Lessor and Renter agree that it is impossible to determine with any reasonable accuracy the amount of prospective damages to Lessor upon breach of this provision by Renter. The parties also agree that the damages set forth herein are reasonable, and not a penalty, based upon the facts and circumstances of the parties at the time of entering this Agreement.
- 7. Destruction of Premises.** In case the building, or any part thereof, shall be destroyed or damaged by fire, or by any other cause, including acts of God, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Lessor impossible, the Lessor shall not in any case be held liable or responsible to Renter for any damages caused thereby. All Rental fees paid and Security Deposits collected will be refunded within 30 working days from the date the event is cancelled.
- 8. No Responsibility for Property.** Lessor assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the facility by Renter, and Lessor is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, property, equipment, or supplies that may be sustained during or by reason of the occupancy of the facility. Renter shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense or damage to any person or property in or upon the facility or any area allocated to or used by Renter or its agents, employees, or invitees, arising out of Renter's use or occupancy of such facility, or any act or neglect of Renter or its servants, employees or agents, or any change or alteration made by Renter to the facility. The indemnification described herein shall pertain to the building and all common areas located around the building on the parish grounds, including, but not limited to, parking lots, driveway, worship areas, kitchen, hall areas and rest rooms.
- 9. Cancellation.** Should Renter terminate this Agreement prior to 90 days before the Rental Date, Lessor shall refund in full the security deposit set forth in Paragraph 2 herein above. No other funds held by Lessor shall be refundable to Renter.

Should Renter terminate this Agreement less than 90 days before the Rental Date and after the payment of the remaining rental fee listed in Paragraph 2(c) above, Lessor shall refund in full the Security Deposit set forth in Paragraph 2 herein above. No other funds held by Lessor shall be refundable to Renter.
- 10. Default.** Renter hereby agrees to pay all costs of collection incurred by Lessor, including reasonable attorney's fees and court costs, if Renter defaults under any of the terms of this agreement.

12. Receipt of Parish Facilities Rules. By signing below, Renter acknowledges the receipt of the rental rules covering the parish facilities and will ensure compliance with these rules by Renter or any of its agents, employees or invitees.

13. Assignment. This agreement may not be assigned, transferred or sublet without the expressed written consent of the Lessor.

14. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

_____ Renter

_____ Printed Name

_____ Renter Phone Number (inc. area code)

_____ Alternate Phone Number (inc. area code)

Our Lady of Lourdes Parish (Lessor)

By: _____
Pastor

Rev. Michael Boehm
Printed Name

Special Needs: _____

FOR PARISH USE ONLY

| | Amount Due | Amount Received | Check # | Date Paid |
|--------------------------------------|-------------------|------------------------|----------------|------------------|
| Amount Received with Contract | | | | |
| Security Deposit Received | | | | |
| Remainder due 90 days Prior to Event | | | | |
| | | | | |

Date of Post-Function Inspection: ____ / ____ / ____

Initialed: _____

Security Deposit Returned: ____ / ____ / ____

Initialed: _____

