

LEASE FOR USE OF ST. BERNADETTE PARISH HALL

The undersigned, _____ hereinafter referred to as the Lessee, desires to lease the property known as the St. Bernadette Parish Hall from the Parish, hereinafter referred to as Lessor. The Lessee will lease the property from the Lessor beginning on the _____ day of _____, 20____, _____ o'clock, and said lease shall continue through the _____ day of _____, 20____, _____ o'clock. Lessee intends to use the property in accordance with catholic social teaching for the following purposes _____ Lessee anticipates that there will be approximately _____ people attending this function. Room occupancy is limited to 300 according to the Fire Marshall requirements. At the end of leased time the premises will be returned to the Lessor in the same condition as it was at the time of the initiation of the lease. Lessor will solely determine the condition of the property. Lessee will conduct any and all "set up" and "clean up" within the aforestated time frame.

DESCRIPTION OF THE PREMISES LEASED:

The property to be leased consists of the Parish Hall including the stage, kitchen area, cloakroom, entryway and restrooms. This lease does not extend to the school or the church, however, the tenants will be allowed access to the parking lot and outside grounds including the playground.

In accordance with Ohio law there is no smoking inside the building. You are responsible for any clean-up cost due to your guest who smoke outside.

LIABILITY:

The above named Lessee agrees to defend, protect, indemnify and hold harmless St. Bernadette Parish against and from all claims arising from the negligence or fault of the above named Lessee or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified Lessee at St. Bernadette Parish. Lessee agrees that it will advise all persons using the property that they do so at their own risk. The playground will not be used by persons under the age of eighteen (18) years old without adult supervision. No one shall be entitled to use the playground after dusk.

INSURANCE:

The Roman Catholic Diocese of Columbus (owner of this property) requires Lessee to contact their personal insurance agent to obtain a separate policy with liability and property damage coverage with limits of \$1,000,000 for each rental use. A certificates of insurance naming the Diocese of Columbus as the additional insured must be on file at St. Bernadette Church office at least seven (7) days prior to event taking place. If Lessee is unable to find coverage with these limits it is Lessee's responsibility should negligence occur and know that the parish and the Diocese of Columbus will pursue legal action if warranted.

Lessee of the Parish Hall can serve alcohol to their guests, but in order to serve alcohol to guests, you are required to have a Liquor Liability Insurance policy effective the date of the event. Lessee must provide to St. Bernadette Church office a certificate of Liquor Liability insurance at least seven (7) days prior to the event. If no policy is in place, no alcoholic beverages are permitted. **NO SELLING OF ALCOHOL IS PERMITTED.** Selling an alcoholic beverage means nothing can be exchanged in order for a person to receive an alcoholic drink. Lessee, in serving alcohol, takes full responsibility of all negligence incurred by their guests.

WILL YOU BE SERVING ALCOHOL? _____
YES OR NO SIGNATURE

RENT AND DAMAGE DEPOSIT:

Rent is free (day of event only) to registered, active, parish households contributing a minimum of \$250.00. The Lessee shall pay to Lessor the sum of \$250.00 as a damage deposit due at the time of signing this lease.. If the hall is not in use by the parish, the previous night may be used for set-up after 5:00 p.m. at the cost of \$100.00, If at the end of the lease the Lessee returns the property to the Lessor in the same condition as it was rented and the Lessee has faithfully performed all the terms and conditions of this lease, **the damage deposit will be returned to the Lessee within thirty (30) calendar days after the end of the lease.** However, in the event that the property is not surrendered in such a condition, then the Lessor will make certain deductions from that amount of money in order to pay persons to clean and/or repair the premises so as to return it to such condition. Furthermore, in the event that the cost of said cleaning/repair exceeds the amount of the damage deposit, then the Lessee shall be responsible for the balance upon billing by the Lessor. Furthermore the undersigned shall be jointly and severally responsible along with the principal Lessee for all sums of money due and payable as a result of the failure of Lessee or its guests to keep the property in good condition.

The Lessor, however, makes no warranties as to the condition or operation of the kitchen and/or appliances.

ASSIGNMENT:

Lessee shall not be entitled to assign or to sublet its right under this lease to any third party.

INCORPORATION OF PARISH HALL RULES AND REGULATIONS:

Lessee acknowledges receipt of the St. Bernadette Parish Hall Rules and Regulations. Lessee covenants that it will abide by these Rules and Regulations and will insure that all other persons who are on the property as a result of this lease will abide by the Rules and Regulations. The terms and conditions set forth in the Rules and Regulations are hereby incorporated into this contract and are made part of this contract as if fully written herein. Lessee understands that if the rules and requirements of this lease are not followed the Lessor shall have the right to require the Lessee and his guests, etc. to leave the premises immediately.

CATERER:

If Lessee intends to utilize a caterer during the lease of the property, Lessee must specify as of the date of the execution of this document, the name, address and phone number of the caterer. Lessor reserves the right to either approve or disapprove of any prospective caterer.

The name and address of the caterer during the lease shall be: _____

SUPERVISION OF LEASE TERMS:

The Lessor reserves the right to have a person or persons of its own choosing at the Parish Hall during the time of the lease in order to insure that the terms of the lease are properly complied with. The Lessee covenants that it will respect the request of that person or persons and will cooperate with them during the lease of the property.

PLEASE REMEMBER THAT THIS PROPERTY BELONGS TO THE PARISHIONERS OF ST. BERNADETTE'S PARISH. THE PREMISES WERE BUILT AS A RESULT OF A GREAT DEAL OF HARD WORK AND CONSIDERABLE EFFORT BY THE PARISHIONERS. IT IS IMPORTANT TO THE PARISH THAT THIS PROPERTY BE RESPECTED AND TREATED WITH CARE. REMEMBER THAT YOU ARE RESPONSIBLE FOR THE ACTS OF ALL THOSE WHO ARE ON THE PREMISES AS A RESULT OF YOUR LEASE.

GUARANTEE OF PERFORMANCE:

The undersigned Lessee jointly and severally hereby agrees to insure that the Lessee, and all of its patrons, guests or invitees of any sort will abide by all of the terms of this leases and the incorporated Rules and Regulations. The undersigned agrees to be directly responsible for any damage or any other loss that is incurred by Lessor as a result of any failure of these persons to abide by the terms of this lease.

Lessor

Lessee

Lessee

Date: _____

The policy of St. Bernadette Parish will be that the Parish Hall will be vacated and the doors locked at midnight No exceptions to this rule.