

RENTAL AGREEMENT (PARISH HALLS)

Sample 1

This agreement made and entered into this _____ day of _____, 19_____, between _____ Parish, hereinafter Lessor, and _____, hereinafter Lessee. (Revised December 1993)

That for and in consideration of negotiable funds deposited and negotiable funds to be received plus an additional sum for police security, paid by the Lessee to _____ Parish, the Lessor hereby gives and grants to the Lessee the use of those designated areas as agreed upon between Lessor and Lessee and more fully described in the attached documents, which documents are incorporated herein and made a part hereof, by reference. This agreement is subject to the following set of conditions:

Deposit: A minimum deposit of \$_____ or _____ percent of the total amount, whichever is greater, will be required at the time of signing this agreement. This amount will be credited toward payment of the rental fee. Deposit will be forfeited in case of cancellation.

Rent: All rents and deposits will be due ten (10) days before the scheduled function is to take place.

Alcoholic Beverages: No alcoholic beverages will be permitted on the premises during the function without prior written permission of the Lessor. Sale and dispensing of alcoholic beverages may be made only by a licensed purveyor and proper permits are to be obtained through him. Copies of all permits must be provided to Lessor three (3) days before the function is held. Lessee assumes full responsibility for meeting all state regulations and laws pertaining to dispensing of alcoholic beverages and agrees to indemnify the parish and the Catholic Diocese of Las Cruces for any and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the undersigned, or by any and all other persons, associations and corporations whether herein named or referred to or not, and especially from all liability arising out of _____ at or near _____, New Mexico. (Revised December 1993)

Security: A two-person bonded security team will be on duty at night for all functions. Daytime functions will require one security guard. Security will be arranged by Owner's Agent and charged to the Lessee for the service. Security personnel shall not act as a reception committee for any function.

Cost For Security: \$_____ per hour, plus \$_____ for one person to open and close the facility.

CLEAN-UP: Cleaning of the hall after functions shall be the responsibility of the Lessor.

LEGAL CAPACITY: The legal capacity shall not exceed _____ people at any function.

Neither the parish nor the Catholic Diocese of Las Cruces shall be held responsible for any vandalism to the Lessee or its guests' personal property or personal injury to Lessee or its guests. (Revised December 1993)

The Lessee agrees to secure or supply proof of liability insurance to Lessor no later than one week prior to the function. This information will be placed in Lessee's files. (January 1994)

The Lessee shall be responsible for all damage caused to the facility during the time that the facility is in the Lessee's charge, including use of any materials or equipment which causes physical damage to the structure, including nails, screws and tacks.

Any violation of or failure to comply with the above stipulations by the Lessee will be construed by the Lessor to be sufficient grounds to call the Lessee in default and terminate this agreement. Under the foregoing circumstances, no refund of rental fees will be made.

In case of emergency, notify:

Lessor in care of: _____

Address: _____

Telephone Number: _____

This agreement shall inure to and be binding upon the parties hereto, their successors, administrators, executors and assigns.

Dated the day and year first above written.

By _____
Lessor

Lessee