

HALL RENTAL AGREEMENT

This Hall Rental Agreement ("Agreement") is made as of the date set forth below by and between: St. John the Baptist Romanian Orthodox Church (hereinafter referred to as the "Church") located at 3749 W. Behrend Drive, Glendale, AZ 85308, and the undersigned:

Lessee Name _____

Full Address _____

Phone No. _____

(hereinafter referred to as the "Lessee").

- 1. Terms of Rental.** Subject to the terms and conditions contained herein, during the term of the rental period, defined below, St. John the Baptist Romanian Orthodox Church, (the "Church"), hereby rents to the Lessee the Hall for the Lessee's use solely in connection to the following event: (Describe Event) _____ (the "Event").

- 2. Rental Period.** The Lessee shall have the use of the Hall for the Event on: _____, 20_____, between the hours of 8:00 a.m. and 2:00 a.m. (the "Rental Period"). The rental period includes any set up time for Lessee's Event. The Hall and Church property must be restored to its original condition by 3:00 a.m. the next day.

2a. Extensions to Rental Period: The Lessee will have use of the Hall prior to the Event date for purpose of preparation, setup and decorating on _____, 20_____, between the hours of 8:00 a.m. and 10:00 p.m.

2b. Extension to Rental Period for Sunday Use: The Lessee will have use of the Hall Sunday after Event date between the hours of 2:00 p.m. – 8:00 p.m. Cleaning is the responsibility of the Lessee.

- 3. Rental Fee:** In consideration for use of the Hall for the Event, Lessee shall pay a rental fee of \$_____ (the "Rental Charge"), payable in full thirty (30) days prior to the date of the Event. Extension Rental Fee of \$_____ to be included with payment thirty (30) days prior to the date of the Event.
- 4. Reservation Deposit:** A deposit of \$250.00 (the "Reservation Deposit") is held as a reservation for the function and will be credited towards the Rental Fee. If the Lessee wishes to cancel the Event for any reason less than (30)thirty days prior to Event date the deposit shall be non-refundable as a pre-estimate of the costs incurred by the Church.

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5. **Security Deposit.** In addition to the Rental Fee, Lessee shall pay the Church an additional \$500.00 (the "Security Deposit") upon execution of this Agreement. Within fourteen (14) days of the conclusion of the Event, the Church shall refund the Security Deposit to Lessee after inspection of premises both inside and outside and provided that the Lessee or anyone attending Lessee's event has not caused damage to the Hall, property, equipment or its contents. Should the damage exceed the Security Deposit, Lessee will be billed the additional amount. The church will provide detail of the charges against the Security Deposit and any charges in excess.
6. **Maximum Capacity:** Maximum capacity of the Hall cannot be exceeded by order of the Fire Marshall.
7. **No-Smoking.** The Hall in its entirety is a non-smoking facility. Smoking is allowed in designated areas only. Should evidence of smoking exist outside the designated smoking areas the security deposit will be forfeited.
8. **Hazardous Materials.** Lessee shall not cause or permit the storage, use, generation or disposition of any Hazardous materials (as hereinafter defined) at the hall. For purposes of this Agreement this includes any explosives, fireworks, or pyrotechnics which are prohibited inside, outside and around the hall and Church grounds.
9. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Lessee shall not hang, tape or suspend decorations from the walls or ceiling of the Hall. It shall be the Lessee's responsibility to remove all decorations from the Hall after the event.
10. **Rental Tables, Chairs and Other Equipment.** Lessee may rent chairs, tables or other equipment other than what is currently in the Hall for the Event. The Lessee shall be solely responsible for use of any such third party rentals and shall remove any such rentals at the end of the Rental Period. The Church reserves the right to request evidence of liability insurance from any third-parties.
11. **Use of Kitchen Facilities.** The use of the Hall's kitchen facilities shall be subject to the following rules, which may be supplemented at any time by specific instruction of the Church:
 - a. The kitchen facility shall be kept clean at all times and all boxes, food and trash originating with the Lessee shall be promptly removed at the end of the Rental Period;
 - b. Use of any Church pots, pans, and other cooking utensils, equipment or materials stored in the kitchen facility is strictly prohibited unless expressly permitted in writing by the Church.
12. **Damage.** Lessee shall be responsible for, and shall reimburse and indemnify the Church for any personal injury or property damage, or loss or liability of any kind incurred by the Church as a result of any of the activities of the Lessee or of Lessee's guests, incurred in connection with Lessee's rental of the Hall. This includes, but is not limited to, clean-up of the Hall. Upon conclusion of the

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Event, Lessee shall surrender possession of the Hall to the Church in the same condition as existed prior to Event.

13. Alcoholic Beverages. In the event the Lessee intends to sell alcoholic beverages at the Event, it shall obtain any licenses or permits required under Arizona State applicable laws. No alcoholic beverages are to be consumed outside of the Hall. Lessee shall indemnify and hold harmless the Church from any and all liability if Lessee or Lessee's guests have alcoholic beverages at the Event.

- a. **Security personnel will be required at Lessee's expense for any event requiring a special event liquor license.**
- b. **All Events involving alcohol consumption must be terminated by 2:00 a.m.**
- c. **Church reserves the right to require security personnel at any event at Lessee's expense.**

14. Compliance with Laws. The Lessee shall at all times comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

15. Insurance. The Church reserves the right to request proof of liability insurance from third-party vendors such as caterers, bartenders and others.

16. No Liability/Indemnification. Church shall not be liable to the Lessee or Lessee's agents, employees, invitees, or guests for any personal injury, property damage, or loss of life or property caused by, or arising out of or in connections with Lessee's use of Hall. Lessee shall indemnify and keep and hold harmless the Church from any and all damages, costs, expenses and liability for anything and everything whatsoever, arising from, or out of, the occupancy by Lessee of the Hall and from any loss, or damage, arising from any default or negligence by the church, or failure on the Church's part to comply with any of the covenants, terms, and conditions herein contained. Church shall have the right to choose counsel of its choice at Lessee's expense.

17. Rules and Regulations. The Church reserves the right to add additional rules and stipulations to use of the Hall from time to time in its sole discretion, which rules and regulations shall be shared with the Lessee and are hereby made a part of this Agreement. Non-compliance with any such rules or regulations may result in immediate termination of this Agreement, closing of the Hall and removal of the guests from the premises at the option of the Church and forfeiture of the Security Deposit.

18. Non Transferability. Hall rentals made to a particular Lessee are made exclusively for that Lessee. Lessee shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of the Church. Any purported assignment or transfer in violation of this Section shall be void. If the Lessee relinquishes a date, the date reverts to the Church and the scheduling of a new rental date becomes subject to general scheduling.

19. Force Majeure. The Church shall be excused from any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by *force majeure*. "**Force Majeure**" means any act of God or the public enemy, any accident, explosion, fire, storm,

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earthquake, flood or impracticality (including potential violation of any applicable law, rule or regulation), or any other circumstance or event beyond the reasonable control of the Church.

20. Miscellaneous

- a. Should any part or provision of this Agreement be found unenforceable, the validity and enforceability of such part or provision to this extent not found to be unenforceable, and of the remaining parts or provisions, shall not be affected.
- b. This Agreement embodies the entire agreement of the parties here to, and there are no agreements or understandings relating hereto which are not set forth herein. No modifications of this Agreement shall have any force or effect unless in writing and signed by both parties.
- c. No waiver of any provision hereof or the failure to correct a breach hereof by either party shall act as a waiver of such provision or the right to enforce any subsequent breach hereof.
- d. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

Dated: _____, 20_____

**ST. JOHN THE BAPTIST
ROMANIAN ORTHODOX CHURCH**

LESSEE

Signature

Signature

Name

Name

Title

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