

Our Lady of Perpetual Help Church
5830 Williams Dr.
Corpus Christi, TX. 78412
(Phone) 361-991-7891 (Fax) 361-993-1211

Hall Rental - Terms of Agreement

11/04/19

This agreement shall constitute the terms and conditions whereby Our Lady of Perpetual Help Church hereinafter called the "church", shall lease the premises described below, hereinafter called the "premises" in exchange for the rent and other considerations which you agree to pay according to the "Terms of Agreement" before the commencement of the lease term as specified hereunder. All references to you shall be as "Lessee".

1. **TERM:** The term of the lease described herein shall be from _____ a.m./p.m. through _____ a.m./p.m. On the _____ day of _____, 20____.
2. **RENT:** The agreed rental for the term of the lease set forth hereinabove shall be the sum of \$_____ for hall section(s) _____, which shall be paid in **cash, cashier's check, money order or credit card** as otherwise specified by the church representative according to the "Terms of Agreement". The premises shall be delivered up in the same condition as received, normal wear and tear accepted. Should any damages or loss of property occur during the rental term, Lessee agrees to pay forthwith the actual costs for repairs or replacements, which amount shall be determined at the sole discretion of the church.
3. **SECURITY DEPOSIT:** Lessee deposits herewith the sum of **\$150.00**, which shall be required to reserve the Premises leased herein. **This deposit is in addition to, and separate from the rental fee.** If for any reason the lessee shall fail to comply with the terms of this agreement, then, in that event part or all of the security deposit shall be forfeited as liquidated damages. The lessee agrees to incur financial responsibility for all damages above for which the security deposit does not cover. Security deposit due the lessee shall be reimbursed no later than five working days after the commencement of the term of the lease. If for any reason the Lessee shall fail to comply with the terms of this agreement, then in that event, the Security Deposit shall be forfeited as liquidated damages, which damages are resumed and agreed to by the Lessee herein. It is agreed should the event be cancelled fifteen (15) or more days prior to the date scheduled for the commencement of the term an administrative fee of \$50.00 will be deducted from the refunded security deposit. It is agreed that in the event of a cancellation at any time eight (8) to fourteen (14) days of the date scheduled for the commencement of the event the Lessee will forfeit the entire Security Deposit. It is further agreed that in the event of a cancellation at any time within seven (7) days of the date scheduled for the commencement of the term hereof, that in that event the Lessee shall be liable for the entire amount of the rent and the forfeiture provisions set forth in this paragraph shall not be constituted to be a waiver or other release of the right of the Church to pursue its remedies in the collection of the remaining amount due. Lessee specifically acknowledges that the additional amount of rent due is a result of the inability of the Church to lease the premises without at least seven (7) days prior notice. Should the Church be successful in obtaining another Lessee for the time period vacated by Lessee hereunder, then in that event, the Lessee shall not be required to pay the remainder of the rent, but shall only forfeit the Security Deposit as aforesaid.
4. **SPECIAL EVENTS COVERAGE:** Lessee pays herewith the sum of **\$85.00**, which shall be paid to the "Diocese of Corpus Christi" as required for liability coverage. Whenever a parish or other church institution is allowing and individual/organization to use its facilities for a non-parish sponsored activity the diocese mandates that event coverage be purchased. **This coverage fee is in addition to, and separate from the rental and security deposit fee.**

5. **BEVERAGES:** It is agreed and understood by the parties hereto that all soft beverages, ice, alcohol (beer, wine, or champagne) may be provided by the Lessee. **NO ALCOHOL OTHER THAN BEER, WINE, OR CHAMPAGNE ARE ALLOWED.** The Church does not provide or serve any of the above-mentioned beverages. The Lessee agrees to indemnify and hold the Church harmless from any and all liability in anywise arising out of the preparation or serving of beverages to the Lessee himself or any guests, licensees, invitees or servants of the Lessee. The indemnity shall include appearing and defending any action which might be brought against the Church by any third party arising out of the service of such beverages including attorney's fees, costs of court incurred and the like.
6. **FOOD SERVICE:** The parties hereto agree that the Lessee may provide food or bring to the premises a caterer providing food. The Lessee agrees to indemnify and hold the Church harmless from any and all liability in anywise arising out of the preparation or supplying of such food or meals to the Lessee himself or any guests, licensees, invitees or servants of the Lessee. The indemnity shall include appearing and defending any action which might be brought against the Church by any third party arising out of the service of such food or meals including attorney's fees, costs of court incurred and the like.
7. **SECURITY SERVICES:** The Lessee agrees to utilize the security approved by the Church representative. All and any expenses associated with the provision of such security or police service shall be exclusive responsibility of the Lessee.
8. **DECORATION OF PREMISES:** The Lessee shall be permitted to access the Premises to decorate between the hours of _____ a.m./p.m. and _____ a.m./p.m. on the day on which the lease is to commence. Two (2) hours decorating time allowed, any additional time required and agreed to by the parties shall be at the expense of the Lessee at the rate of \$25.00 per hour in advance.
9. **EVENT GUIDANCE:** The Lessee understands and agrees to the following listed items.

I understand and agree that the lights will be turned on 15 minutes before the end of my event so that my guests will begin to leave. _____

I understand and agree that all tables will need to be covered; table coverings to consist of cloth or plastic. NO PAPER. _____

I understand and agree that **NO GLASS BEER BOTTLES** are allowed. _____

I understand and agree that any and all decorations on the wall are the responsibility of the Lessee to remove at the end of the function. Failure to remove wall decorations will result in extra charge based upon the extent of the decorations. _____

I understand and agree that any and all monies owed to the church are to be paid in cash, cashier's check, money order, or credit card. All payments made by Personal Check will have to be made fourteen (14) days prior to date of function. I further understand that my balance is due in full two weeks before my function. Failure to do so could result in the hall not being opened during the time I requested. _____

I understand and agree that no part of the kitchen prep area is to be used. _____

I understand and agree that any and all balloons must be secured so that they cannot get tangled in ceiling fans. _____

I understand and agree that no decorations are allowed on the ceiling. _____

I understand and agree that **NO GLITTER, CONFETTI, OR AFTER DINNER MINTS** are allowed in the hall. _____

I understand and agree that **NO CANDLES** are allowed in the hall. _____

I understand and agree that **NO SMOKING is allowed inside the hall.** I further understand that I am responsible for informing my guests that there is NO SMOKING allowed inside the hall. _____

I understand and agree that an inventory is done on all tables and chairs. I further understand that the cost of replacing any missing furniture will be deducted from my Security Deposit. _____

I understand and agree that any damages done to the hall during my event by me, my guest or anyone I hire will cause a full or partial withhold of my Security Deposit. _____

I understand and agree that if I wish to add any additional time to my event, I must get the approval of the church. _____

I understand and agree that **NO LOITERING** in the parking lot is allowed after the end of my event. _____

I understand and agree that the premises shall be delivered up in the same condition as received. Normal wear and tear accepted. _____

Lessee agrees and consents to all terms and conditions set forth in this agreement as evidenced by his/her signature below.

Signed:

X _____
(Lessee) (Date)

X _____
(Church Representative) (Date)