

SAINT PATRICK'S CATHOLIC CHURCH
508 Angus Street
Gretna, NE 68028

RENTAL AGREEMENT
SAINT PATRICK'S PARISH CENTER

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between _____ ("Lessee") and St. Patrick's Catholic Church (hereinafter referred to as "St. Patrick's").

WITNESSETH:

In consideration of the covenants and agreements herein expressed, St. Patrick's hereby leases to Lessee and Lessee hereby rents from St. Patrick's, that portion of the premises designated as Parish Center, 508 Angus Street, Gretna, Nebraska 68028 as set forth below, (the "Premises") to be used for _____ and for no other purpose whatsoever without prior written consent of St. Patrick's, for use on _____, from the hours of at _____ o'clock __.m. until _____ o'clock __.m. (the "Event").

Full Hall
 Section A

Section B
 Section C

Kitchen

1. St. Patrick's agrees to permit Lessee to have, hold and enjoy peaceably and quietly the use of said Premises for the purpose and for the term stated above upon the terms and conditions stated herein.

2. **RENTAL FEE AND INCIDENTALS:** The Lessee agrees to pay St. Patrick's the sum of \$_____. for the term specified herein, as rent, payable as follows:

- A. \$_____. 25% due upon the execution of this agreement (**non-refundable**).
- B. \$_____. 50% due 6 months prior to date of event.
- C. \$_____. 25% due 30 days prior to date of event
- D. \$_____. Damage Deposit due 30 days prior to event (**separate check**).
- E. \$_____. Total.

If the Lessee fails to make timely payments as outlined above, the Lessee will be in default of this Agreement and St. Patrick's is authorized to consider this Agreement terminated. Upon default, St. Patrick's is authorized to rent the Premises to alternate lessees. In the event of Lessee's default or cancellation St. Patrick's shall be entitled to retain any amounts paid by Lessee, other than the security deposit, as partial liquidated damages, unless a replacement reservation is made for that date. If no replacement is made, no refund will be provided. St. Patrick's will not be obligated to actively search for a replacement reservation. If a replacement reservation is made, Lessee will receive

reimbursement within 10 days after the replacement event. Under no circumstances will the initial 25% deposit be returned.

3. **DAMAGE DEPOSIT:** The damage deposit in the amount of \$_____, is to ensure compliance by Lessee for compliance with the terms and conditions of rental. Upon the completion of Lessee's use of the premises, the damage deposit amount may be applied toward the payment of damages, if any, which St. Patrick's has suffered by reason of the Lessee's use of the premises and/or Lessee's noncompliance with this Agreement. Any balance will be refunded to Lessee.

4. **INSURANCE AND INDEMNIFICATION:** The Lessee agrees to assume complete responsibility for the premises and its contents and agrees to defend, indemnify, and hold St. Patrick's harmless from any liability arising during Lessee's use of the premises. Lessee agrees to defend, protect, indemnify and hold harmless S. Patrick's against and from all claims arising from the negligence or fault of the lessee or any of his/her agents, family members, guests, officers, volunteers, helpers, partners, organizational members or associates which arise out of the Lessee's rental of the Premises.

The Parish Center Manager will obtain Special Events Insurance Coverage, through the Omaha Archdiocese Office, as needed. A certificate of insurance naming St. Patrick's as a named insured will be issued. The Lessee further agrees to reimburse St. Patrick's for any and all damages, breakage, and/or loss occurring during Lessee's use of the premises. The Lessee further agrees to abide by the Nebraska State Liquor Laws.

5. **SECURITY GUARDS:** St. Patrick's will retain a security guard as needed. The need for a security guard rests in the sole discretion of St. Patrick's and will be based upon applicable regulatory and governmental bodies' requirements.

6. **BARTENDERS:** If alcohol will be served during the Event, professional bartenders must be provided by the caterer and the Lessee is responsible for the fee charged. Lessee must provide a copy of bartender's invoice prior to the Event.

7. **LIMITATION OF LIABILITY:** St. Patrick's is not responsible for items that are lost, stolen, or damaged during or after the Event.

8. **COMPLIANCE WITH POLICIES:** Lessee agrees to abide by all policies and guidelines attached hereto ("Policies and Guidelines").

9. **KITCHEN:** The kitchen in the Parish Center is restricted solely for use by caterers who have received the approval of St. Patrick's prior to the event. Its use is limited to that described in the attached Policies and Guidelines.

Estimated occupancy: _____

Alcohol served ? Yes _____ No _____

ST. PATRICK'S CATHOLIC CHURCH

By: _____

Date: _____

LESSEE:

By: _____

Date: _____

Address: _____

City: _____ Zip: _____

Home Phone: _____

Business Phone: _____

RECEIPT: Parish Member Sponsor: _____

POLICIES AND GUIDELINES

A. Rental Agreement (paid rentals only) - The individual that sponsors the Event shall sign the Rental Agreement and shall be responsible for the performance of all obligations, including payments due under the Rental Agreement. To secure the Parishioner's rate, the Premises must be rented for the use of the Parishioner, or his or her immediate family. Parishioner's rates will not be provided to extended family. A "Parishioner" is a registered, active member of St. Patrick's Catholic Church.

B. Hours of Operation - Rental hours for the Parish Center facilities are:

7:00 a.m. to 12:00 a.m.

All events must terminate, all cleaning performed, and the Parish Center must be vacated by midnight. It is the Lessee's responsibility to stop the event in a timely fashion to allow sufficient time to clean and vacate the Parish Center by midnight.

For any Event occurring on a Saturday evening, the Event may not commence before 6:30 p.m. Access to the Premises (as defined in the Rental Agreement) will be provided from 7:00 a.m. until 3:30 p.m. for set up and decorating. From 3:30 p.m. until 6:30 p.m. limited access, not to exceed five people, will be allowed for purposes of meeting with caterers and final set up. Access from 3:30 to 6:30 will be limited not only to the Premises, but also to the parking lot, Church, Narthex and surrounding area.

If Lessee's Event falls on a day on which the Premises is being used for a funeral, access to the Premise may be limited. The Parish Center Manager will advise Lessee at least one day prior to the Event of any conflict.

C. Decorating -

Access to the facility will be provided for purposes of decorating as long as there is no conflict in scheduling, subject to the allowance set forth in Paragraph B above. Time allowed for decorating is considered a courtesy beyond the rental period and must be done when there is no conflict in scheduling. All parish activities have priority over decorating.

Decorating of the Parish Center is **limited to tables and free standing decorations**. No tape, fasteners or pins in the walls or items hanging from the ceiling are allowed. **ABSOLUTELY NO DUCT TAPE!!** The use of staples is prohibited. No wax, sawdust, silicone powder, etc. is to be used on floors. **Glitter, rice, confetti, and bird seed are not allowed on parish property.** Decorating ideas should be discussed with the Manager prior to the event.

St. Patrick's custodial staff will set-up chairs and tables. Lessee must advise the Parish Center Manager seven days prior to the Event of the particular seating arrangement if other than diagrammed. If Lessee desires table linens, it is Lessee's responsibility to obtain them and set them up.

D. Alcohol -

The serving of alcohol must comply with all State and Federal law. No person under the age of 21 shall be provided alcohol. No sales of alcohol is permitted, unless Lessee obtains a liquor license and conspicuously displays it throughout the Event. . All alcohol must be served by bartenders provided by the caterer. Alcohol shall not be "self-serve." At the discretion of the bartending employees, alcohol service may be discontinued for any group or individual. All bar and alcohol service must be discontinued 30 minutes prior to the scheduled end of the Event.

All alcohol must remain within the Premises rented and shall not be carried into any common area, including hallways and restrooms. No alcohol shall be carried outside.

E. Caterers -

No food preparation is allowed in the kitchen by caterers. Ovens are used for warming only. Refrigeration is available. Caterers must bring in their own serving equipment and utensils. Caterers are expected to remove all equipment before leaving the premises and to leave the kitchen in the same condition in which it was found. This includes wiping down countertops and wiping up spills. No red beverage of any kind may be used in the building because of permanent staining problems. Abuse of this policy may lead to revocation of future catering privileges.

Flatware and dinnerware are the responsibility of the Lessee. If Lessee rents dinnerware, soiled dinnerware must leave the premises at the end of the Event.

Refrigerator/Freezers: shelves are not to be removed.

Griddle on Stove: Pilot light is permanently on; therefore, griddle is warm to the touch. Turn vent hood on to remove small gas odors prior to event.

F. Food Preparation –

Parishioners who rent the kitchen may use all of the kitchen equipment and utensils for their Event if they are preparing the food themselves (without the use of a caterer). Parishioners are expected to leave the kitchen in the same condition in which it was found. This includes wiping down countertops and wiping up spills. No red punch of any kind may be used in the building due to permanent staining. Abuse of this policy may lead to an assessment against the damage deposit and/or a fine.

G. Security -

A security guard will be hired by St. Patrick's as needed. The security guard must remain at the Event until all individuals vacate the Parish Center.

The security guard's responsibilities are as follows:

1. Ensure that alcohol does not leave the Premises.

2. Enforce the no-smoking policy.
3. Survey the premises and parking lot for vandalism.
4. Ensure that alcohol is not being served to minors.
5. Ensure that guests do not enter any rooms other than the room rented, restrooms and common areas.
6. Intervention where necessary for the safety and well being of the guests.

H. Cleaning Responsibilities –

The Lessee is responsible for returning the Premises to its pre-rental condition. This includes the removal of all food, containers and decorations. It is the Lessee's responsibility to manage trash receptacles during the Event. All trash must be placed in the containers provided and at the conclusion of the Event, trash must be placed in the dumpster located north of facility. Countertops and tables must be cleaned and wiped down. No decorations or equipment may be left in the Parish Center after the Event. Please bring your own cleaning supplies excluding mop and vacuum cleaner.

I. Damage –

It is the responsibility of the Lessee to ensure that damage to the Parish Center does not occur. In the event that damage does occur, the full cost of the repair or replacement will be assessed against the damage deposit and any further cost will be paid by the Lessee. Damage assessment is determined by the Parish Center Staff. Specific damage that can be assessed is as follows but not limited to:

1. Excessive spillage of liquids.
2. Excessive cleaning required (beyond the average amount of time required).
3. Breakage of any type.
4. Failure to return keys.

J. Non-smoking Building -

The Parish Center is a non-smoking facility.

K. Parking -

The parking lot on the east side of the Church is available for Event parking; however, parking is not guaranteed. If more than one Event is scheduled, or if guests arrive prior to 6:30 p.m. on a Saturday night, off-street parking may have to be utilized.

L. Contact Information -

In case of emergency during the event, contact Lezlie Thomas at 402-525-3098.