

# **NON-PARISHIONER APPLICATION** **TO LEASE THE SAINT BERNADETTE PARISH HALL**

## **OVERVIEW**

- 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 the 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 purpose:  
\_\_\_\_\_.
- Lessee anticipates that there will be approximately \_\_\_\_ people attending this function.
  - The Parish Hall occupancy is limited to 300 according to the Fire Marshall requirements.
- At the end of the 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 'setup' and 'clean up' within the defined timeframe.

## **DESCRIPTION OF THE PREMISES LEASED**

- The property to be leased consists of the Parish Hall including the gymnasium, stage, kitchen, cloakroom, entryway, and restrooms.
  - This lease does not extend to the school or to the church.
- The Lessee and his/her guests will be allowed access to the parking lot and outside grounds, including the playground.

**In accordance with Ohio law, there is to be no smoking of any kind inside the building. Lessee is responsible for any clean-up cost due to any / all guests who smoke outside.**

## **LIABILITY**

- The above-named Lessee agrees to defend, protect, indemnify, and hold harmless the Lessor against and from all claims arising from negligence or fault of the above-named Lessee or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, and/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 the Lessee to purchase a separate policy with liability and property damage coverages of \$1,000,000 for each rental use. Please refer to Form-0035 in this packet for specific information).
  - If the Lessee is unable or unwilling to acquire the defined insurance coverage, this application and the associated lease will be voided and/or rejected.
  - The certificate for this insurance policy must be provided to the St. Bernadette Parish office no less than seven (7) days prior to the start of the event.

**ALCOHOL CONSUMPTION**

- The Lessee may, at their discretion, serve alcohol to their guests. However, in order to serve alcohol to guests, the Lessee is required to have a Liquor Liability Insurance Policy effective the date(s) of the event.
- Lessee must provide to the St. Bernadette Parish Office a certificate of Liquor Liability insurance at least seven (7) days prior to the event.
- If no policy is in place, alcoholic beverages may not be provided or consumed on the premises.
- Alcoholic beverages may NOT be sold at the defined event.
  - 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**

**RENTAL FEE AND DAMAGE DEPOSIT**

- The rental fee for the Parish Hall is \$750.00 per event.
  - The first half of this fee (\$375) is due and payable at the time of application.
  - The second half of this fee (\$375) is due and payable thirty (30) days prior to the event.
  - The entire fee is non-refundable.
- A refundable Damage Deposit of \$500 is also due and payable at the time of application.
- If the Parish Hall is not being used for a parish-sponsored activity the night before the actual event, the Lessee may, at their discretion, come in and setup for the event after 5:00 pm for an additional, non-refundable fee of \$100.00. The Lessee and any others participating in this setup must leave the premises no later than midnight.
- In the event the terms and conditions of this lease have not been satisfied, the Lessor will deduct an amount of money from the damage deposit equal to the time and materials required to restore the premises to its previous condition before the start of the event. Furthermore, in the event that the cost of said cleaning / repair exceeds the amount of the damage deposit, then the Lessor shall not refund the damage deposit to the Lessee, and will bill the Lessee for the additional funds needed to restore the premises to its previous condition before the start of the event. The Lessee shall also be responsible for all sums of money due and payable as a result of the failure of the Lessee’s 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 the 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 ensure 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 and agrees that if the rules and requirements of this lease are not followed, the Lessor shall have the right to require the Lessee and Lessee’s guests to leave the premises immediately.

**CATERER**

- If the Lessee intends to utilize a caterer during the lease of the property, Lessee must specify as of the date 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.
    - Caterer Name: \_\_\_\_\_
    - Caterer Address: \_\_\_\_\_
    - Caterer Phone: \_\_\_\_\_

**SUPERVISION OF LEASE TERMS**

- The Lessor reserves the right to have a person or persons of its own choosing be present at the Parish Hall during the time of the lease to ensure 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 THEMSELVES. IT IS IMPORTANT TO THE PARISH THAT THIS PROPERTY BE RESPECTED AND TREATED WITH CARE. REMEMBER – 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 ensure that the Lessee, and all of his/her patrons, guests, and invitees of any sort will abide by all of the terms of this lease 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 by the terms of this lease.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee #1

\_\_\_\_\_  
Lessee #2

\_\_\_\_\_  
Date

## **ST. BERNADETTE PARISH HALL**

### **RULES AND REGULATIONS**

- No one is permitted usage of the Parish Hall without having a valid reservation on-file with the Parish office.
- There will be NO admittance to the Parish Hall during school hours.
- No one is permitted to have a 'Look See' without the permission of the Parish and/or School office.
  - Once permission is granted, an employee of the school or the parish office must accompany the person.
- Music may be played only at a volume level that does not cause doors or windows to vibrate.
  - Please remember that your guests will enjoy soft music so normal conversations can take place in the Parish Hall.
  - Other parts of the building may be in use during your event, so the volume must not interfere with those activities.
- There will be no questionable or distasteful music or behavior.
- Nails and tacks may not be used on the walls.
- Tape (such as duct tape and scotch tape) may not be used on the walls.
  - Masking tape (or painters' tape) may be used for hanging signs or decorating, with the prior permission of the Parish office to use such materials.
- Spills must be cleaned immediately with clear water to protect the floor finish.
  - Do not use detergents or soap.
- No rice or bird seed is to be thrown inside or outside the premises.
- No 'metallic confetti' or glitter is permitted.
- Playground use is permitted only to supervised children.
  - The playground may not be used after dusk.
- Please refer to the Parish contract and the Clean-Up contract for further information on the Parish Hall usage.
- According to Fire Code – Decorations using live Christmas trees, bales of hay / straw, and any other flammable materials is strictly prohibited.
- The Parish Hall will be vacated and the doors locked no later than midnight.

## **SPECIAL EVENTS COVERAGE**

Special Events Coverage is designed to provide liability protection to individuals or organizations using Parish facilities for non-parish sponsored events. This coverage has been implemented as of September 1, 2006.

### **SPECIAL EVENTS COVERAGE PROVIDES THE FOLLOWING:**

- \$1,000,000 in liability coverage for bodily injury and property damage to the event user, the Parish, and the Diocese.
- Liquor liability coverage is provided.
- Eligibility for both individuals and groups / organizations.

### **EVENTS NOT COVERED:**

- Any event lasting longer than 72 hours
- Fireworks
- Events involving more than 1,000 people
- Events where admission is charged UNLESS ALL PROCEEDS GO TO CHARITY
- Events where guests bring their own alcohol or events indicated as BYOB (Bring Your Own Bottle)
- Events involving amusement devices or trampolines
- Carnivals
- Events organized or run by a professional promoter
- Sporting events including camps and tournaments
- Events involving pool or lake activities
- Events involving recreational vehicles
- Political rallies
- Events using inflatable amusement devices (unless pre-approved flat charge of \$250 applies)

### **YOU HAVE TWO OPTIONS TO MAKE SURE LIABILITY AT YOUR EVENT IS COVERED:**

- Option 1 – Providing Your Own Coverage
  - Take the attached form (Form-0035 – Request for Liability and/or Property Certificate) and get the proper certificate showing \$1,000,000 in liability coverage which names:
    - St. Bernadette Parish
    - The Diocese of Columbus
    - Bishop Robert Brennan
    - Fr. Ty Tomson

or additional insureds. The valid certificate must be turned in to the Parish Office no later than 30 days prior to the event.
- Option 2 – Purchasing Through the Diocese of Columbus
  - Special Events coverage can be purchased which will cover the individual or organization holding the activity, the Parish, and the Diocese by filling out the attached form (Form-0035 – Request for Liability and/or Property Certificate) with a check made payable to St. Bernadette Church for \$95.00. This is non-refundable.
  - Special Events Coverage is subject to approval by C.M.G. Agency, Inc. Completed applications must be returned to the St. Bernadette Parish Office no later than 30 days prior to the event.

# ST. BERNADETTE PARISH HALL – CLEAN-UP CONTRACT

## THIS IS A SMOKE-FREE BUILDING!

Name of Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date of your reception / rental: \_\_\_\_\_

Approximate seating: \_\_\_\_\_

Start Time: \_\_\_\_\_ . End Time: \_\_\_\_\_

Please understand that for the security of the building and multiple users that any misuse of the time specified in your contract by Lessee or anyone associated with the Lessee will violate your lease and you will forfeit your deposit. During the school year when classes are in session, you may not enter the Parish Hall until after 3:00 pm. (This is for the safety of the students and staff.). If you try to enter the Parish Hall during school hours, your contract will be voided.

### APPROXIMATE TIMES FOR THE FOLLOWING:

\_\_\_\_\_ a.m. or p.m. I would like to start the setup and decorating of the Parish Hall

\_\_\_\_\_ a.m. or p.m. I would like for the building to be opened for the defined event. (someone from the Lessee's party MUST remain at the Parish Hall once it is opened. If the Lessor is required to re-lock and re-open the Parish Hall, an extra maintenance fee will be added).

\_\_\_\_\_ a.m. or p.m. This is the time that the building is to be locked after the conclusion of the rental. All rentals must be out of the Parish Hall by midnight.)

### PARISH HALL CLEAN-UP (check one):

\_\_\_\_\_ I would like for the clean-up to be done by St. Bernadette maintenance personnel at a cost of \$250, which will be withheld from the damage deposit fee.

\_\_\_\_\_ I will be responsible for the clean-up, as defined below

### 1. GYM AND STAGE

- a. Unless otherwise noted, all tables, chairs, etc., are to be put in their proper storage area.
  - i. Wipe clean all tables and any soiled chairs
  - ii. Tables: DO NOT DRAG or slide on the floor – please place face-down on the cart, then fold down legs. 8 tables will fit per cart.
  - iii. Chairs – Please fold and hang all chairs on the rack with the seats facing out
- b. Empty and re-line all trash cans. Place garbage in the dumpster outside the back door.
- c. Dust mop the entire gym floor and stage area.

- d. Wet mop any spills or messes on the gym floor and stage area.
- 2. Hallways
  - a. Empty and re-line all trash cans. Place garbage in the dumpster outside the back door.
  - b. Dust mop the entire hallway. Wet mop any spills or messes.
- 3. Kitchen
  - a. Wash and put away all dishes and utensils. Make sure all St. Bernadette utensils remain on-site in the kitchen.
  - b. Wipe clean all counter tops, carts, and appliances.
  - c. Turn off the dishwasher and/or any other appliances that were used.
  - d. Empty and re-line all trash cans. Place garbage in the dumpster outside the back door.
  - e. Sweep and wet-mop the entire kitchen floor.
- 4. Check the yard and playground for trash – if your party used these areas.
- 5. Miscellaneous
  - a. TURN OFF ALL LIGHTS, including restrooms. Security lighting will remain on.
  - b. MAKE SURE ALL DOORS ARE LOCKED. For the back door, make sure to push down on the lever at the same time as you try to open the door.
  - c. Anything left undone will be finished by the maintenance staff, and the fee will be deducted from your deposit.

**NO tacks, scotch tape, or duct tape on the walls.**

**NO metallic confetti or glitter.**

**BATHROOMS (please check one):**

\_\_\_\_\_ I do not want to clean the restrooms myself. I agree to pay a service fee of \$30.00 per restroom for normal sanitary care. Excessive messes will be subtracted from your deposit fee.

\_\_\_\_\_ I will clean the restrooms, which includes: Empty the napkin disposals in the ladies' restroom; Flush all toilets; Clean up and 'spills' on or around the toilets and sinks; Sweep and wet-mop the floors.

**CATERER:**

Please make arrangements with the St. Bernadette Parish office for a time to visit the kitchen. Be aware that this appointment time is subject to change at the last moment due to funerals.

Caterer's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

If St. Bernadette dishes and utensils are used, the caterer or the Lessee must wash and put away all dishes and utensils unless prior written arrangements are made with the St. Bernadette maintenance staff. The Lessee will be held liable for the cost of any dishes or equipment missing or broken after the event, even if a caterer is used.

Thank you for your cooperation. Please feel free to call the Church office if you have any questions @ 740-654-1893.

Lessee Signature #1 \_\_\_\_\_

Lessee Signature #2 \_\_\_\_\_

Date Signed: \_\_\_\_\_