

LEASE AGREEMENT for BRIDES ROOM

**St. Mary’s Catholic Church Parish Center
Known As: The Holy Family Center (HFC)**

LESSOR: St. Mary’s Catholic Church

LESSEE: _____

TERMS AND CONDITIONS

- 1. Leased Premises. For and in consideration of the agreements considered herein and subject to the terms and conditions are hereafter stated. Lessor hereby agrees to lease that portion of St. Mary’s Parish Center (HFC) located at 306 West San Antonio St., Fredericksburg, Texas and described as follows:

SUBJECT PROPERTY BEING LEASED HFC Brides Room

Lessee acknowledges that Lessor’s facilities are owned by the Archdiocese of San Antonio, Texas and as such, are subject to the religious, moral, and ethical principles and directives of the Archdiocese of San Antonio, Texas. Any activity on these premises deemed offensive to those principles shall not be allowed and, therefore, any contracts for use of such facilities shall become null and void immediately at the time St. Mary’s Catholic Church becomes aware of such an offensive activity. Additionally, Lessee will forfeit any claim to rental fees and deposits paid by the Lessee for the event in question.

LESSEE SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE ARCHBISHOP OF SAN ANTONIO AND HIS SUCCESSORS IN OFFICE, THE ARCHDIOCESE OF SAN ANTONIO, ST. MARY’S PARISH, AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY CLAIM, DEMAND, CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE OF EVERY KIND AND CHARACTER AND ALL LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING ATTORNEY’S FEES), WITHOUT LIMIT OR LIMITATION, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF LESSOR, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR INJURY, ILLNESS OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LESSEE’S USE OF LESSOR’S PROPERTY.

- 2. Event Date & Time. The standard time allotted for any lease is for a total of eight hours ON THE DATE OF THE EVENT. The terms of this lease are for the following period of time on the date of the event which is hereby reserved. Please list times for the following:

Lease Date of Use: _____

Hours From: _____ Until: _____

Initial _____

This lease shall terminate at the time specified above. All activities shall cease and all guests shall vacate the premises immediately.

(Additional hours and fees MAY be considered)

- 3. Purpose of Lease. Lessee shall have the right to occupy and use the premises for the following purpose and no other, and this tenancy shall not be assigned or sublet without the express written consent of the Lessor. The purpose must not conflict with the provisions of Sections 6 or 7. Please check:

Wedding Reception Fund Raising Event
 Private Party Other (Specify) _____

- 4. Payment. Lessee agrees to pay and shall pay the total sum of \$_____ to Lessor upon signature of this agreement by Lessee and Lessor.

- 5. Right to Terminate for Improper Purpose. Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which violate the law, constitute a nuisance or hazard, or which in the sole opinion of the Lessor would conflict with Catholic teaching, or the sensibilities of the people living in the area. Any attempt by Lessee to conduct or permit such activities or events shall be cause for immediate termination of the lease by Lessor.

- 6. Obligation to Comply with Law. Lessee shall comply with all laws, rules and orders of federal, state and municipal governments and their departments and agencies applicable to the Leased Premises.

- 7. Time is of the Essence. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by Lessee must be first allowed and approved in writing by parish representatives and must be paid for in accordance with the current rules and regulations governing the rental fees for the subject facility.

- 8. Facility Policy/Rules For Use. It is agreed by and between the parties hereto that the policies and rules from Lessor are made a part of this lease agreement;
“SEE ADDENDUM “A” ATTACHED HERETO “

- 9. Texas Law Applies. Texas law shall apply to any and all disputes arising under this Agreement. Any claim or dispute arising under this agreement or which in anyway relates to this transaction or Lessee’s occupancy of the Leased Premises shall be filed in a court of competent jurisdiction in Gillespie County, Texas.

- 10. FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNTIL THIS CONTRACT IS COMPLETED AND **PAID IN FULL.**

- 11. Please make checks payable to **St. Mary’s Catholic Church.**

Initial _____

12. By my signature, I agree I am the Lessee wholly responsible for paying all deposits, fees and for all damages that may result from this event.

SPECIAL PROVISIONS:

COMPLETED BY LESSEE:

\$ _____
Lease Fee

SIGNED BY: _____
(Lessee)

\$ - _____
Discount if Any

\$ _____
Damage Deposit

NAME (Please print): _____

\$ _____
Cleaning Fee

Date: _____

\$ _____
Total Due

DISCOUNT POLICY

Lessee is a registered member of the parish, with documented financial contributions on a regular basis, for a minimum of twelve (12) full months prior to the Effective Date hereof in order to be entitled to a Contributing Parishioner Discount. Non-Profit Organizations able to provide documented 501.C current status are entitled to a Non-Profit Discount, as listed above. This status will be determined as of the Effective Date hereof, and the Discount (i) shall only be applied with final approval granted by Pastor, in the Pastor's sole and absolute discretion.

TO BE COMPLETED BY FACILITY COORDINATOR OR DESIGNATED PARISH REPRESENTATIVE:

I attest the requested facilities are available on date(s) requested and will be reserved for this event provided the Lessee completes the terms of the contract as specified.

The Church records indicate on this date the Lessee is / is not (circle one) an active member of the Parish as defined in this contract.

SIGNED BY: _____
(Facility Coordinator or designated Parish Representative)

**REMINDER: WHEN MAKING PAYMENTS BY MAIL, SEND TO:
ST. MARY'S CATHOLIC CHURCH
ATTN: FACILITY RENTAL
307 W. MAIN ST.
FREDERICKSBURG, TX 78624**

Initial _____

ADDENDUM "A" **BRIDES ROOM USE POLICIES**

ACCESS TO THE PARISH CENTER WILL BE BY KEY SIGNOUT AT CHURCH OFFICE.

- The HFC may not be used without checking and coordinating with the Facility Coordinator or authorized Staff member.
- If users move tables and chairs they must be put back as they were prior to use.
- Bringing in drink and food items the day of lease is permitted. All items must be removed when vacating the leased premises.
- Decorations, displays or any other materials **MAY NOT** be attached to walls doors or fixtures in the building. These items **MUST** be displayed on stands or tables.
- The display of exterior signs or banners advertising functions or events **WILL NOT BE PERMITTED.**
- Excessive noise **WILL NOT** be permitted. Children **MUST BE SUPERVISED** at all times and **WILL NOT** be allowed to be disruptive in any way including running around or roaming the facility unattended.
- Smoking on Church grounds and inside the HFC is **NOT ALLOWED.** The church and school campus are **NON-SMOKING** facilities.
- Candles are permitted but must be contained in a glass votive or glass enclosure.
- Bubbles and glitter are not permitted in the building. Straw or hay bales are not allowed in or on premises. Smoke or fog machines and helium balloons are prohibited.
- Temperature settings will be made by a Facility Staff member.
- St. Mary's is not responsible or liable for items left unsecured or items left behind after the event. Anything not claimed with 72 hours following the event will become property of St. Mary's.
- Users of the HFC must remove ALL decorations, equipment rental items, food etc. before leaving the premises.
- The Prayer Garden located between the HFC and the Church is not to be used by anyone for events, parties etc. It is not an extended use area for an event. The taking of pictures in the Prayer Garden is permitted.

THE STORAGE AREA AT THE REAR OF THE HFC IS USED TO STORE TABLES, CHAIRS, STAGE, RISERS, HALL SUPPLIES AND MAINTENANCE EQUIPMENT. NO GENERAL ACCESS IS PERMITTED.

Initial _____