

STANDARD LEASE AGREEMENT

For

ST. MARY'S PARISH CENTER

Known as: *THE HOLY FAMILY CENTER*

306 W San Antonio Street

Fredericksburg, Texas 78624

This STANDARD LEASE AGREEMENT (the "Agreement") is made and entered into at Fredericksburg, Gillespie County, Texas, this _____ day of _____, 20____, (the "Effective Date") by and between ST MARY'S CATHOLIC CHURCH OF FREDERICKSBURG, TEXAS ("Lessor"), and _____ ("Lessee").

TERMS AND CONDITIONS

1. **Leased Premises.** For and in consideration of the agreements considered herein, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereinafter stated, Lessor hereby rents to Lessee that portion of the St. Mary's Parish Center at St. Mary's Catholic Church (the "Parish"), located at 306 W San Antonio St, Fredericksburg Texas, and described as follows (the "Leased Premises"):

Please place check mark:

East Hall (space 4,5,10,11) _____ West Hall (space 6,7,8,9) _____ Kitchen _____ Brides Room _____
Space 6,7, _____ Space 8,9 _____

2. **Event Date & Time.** The standard time allotted for the lease of the Leased Premises by Lessee is a total of fourteen (14) hours ON THE EVENT DATE (the "Standard Rental Period"). The Standard Rental Fee (as defined in Section 4) allows for a total of fourteen (14) hours of usage of the Leased Premises ON THE EVENT DATE from the time when HALL doors are opened to when the building is locked and secured at the Expiration of the Rental Period; provided, however, Lessee and all of Lessee's invitees/guests, must vacate the Leased Premises no later than 12:00a.m., and all Lessee's vendors, caterers plus equipment must vacate the Leased Premises **no later than 1:00a.m.** following the event.

Event Date: _____

Rental Period: _____: _____ a.m. p.m. to _____: _____ a.m. p.m.

ALL MUST VACATE LEASED PREMISES NO LATER THAN: _____: _____ a.m. p.m. following the event (the "Expiration of the Rental Period").

Any additional hours and fees WILL be added to contract and must be paid thirty (30) days in advance of event.

This Agreement shall immediately and automatically terminate upon the Expiration of the Rental Period. All activities shall cease and Lessee and all of Lessee's, vendors, guests and invitees shall vacate the Leased Premises immediately upon the Expiration of the Rental Period unless an alternate time is approved in writing in advance by Lessor, such approval in Lessor's sole and absolute discretion.

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3. **Purpose of Lease.** Lessee shall have the right to occupy and use the premises for the following purpose set forth below (the "Event"), and **no other use whatsoever**, and this Agreement shall not be assigned or the Leased Premises sublet without the express written consent of the Lessor, such consent in Lessor's sole and absolute discretion. Please check one of the following:

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

4. **Rental Fee.** In consideration of the use and occupancy of the Leased Premises during the Rental Period (as defined in Section 2, above), Lessee shall pay to Lessor a standard rental fee in the amount of \$_____ Plus Security fee \$_____ Plus Damage deposit \$_____ Plus Stage fee \$_____ Plus Prior Day Use fee \$_____ Plus Linens fee \$_____ for a total rental fee in the amount of \$_____ (the "Rental Fee") for the Leased Premises during the Rental Period. The Rental Fee shall be paid in accordance with Section 5 and Section 6, below. Rental fee may reflect the Parishioner or Non-Profit Organization Discount.

5. **Down Payment.** The Lessee shall pay upon the execution of this Agreement a down payment to Lessor in the amount of \$_____ (the "Down Payment") in order to secure the Leased Premises on the Event Date, which such Down Payment shall be applied to the payment of the total Rental Fee. The Down Payment shall be non-refundable to Lessee.

6. **Final Payment.** Lessee agrees to pay and shall pay the total sum of \$_____ (the "Final Payment") to Lessor no later than by 5:00 P.M. on the following date: _____, 20____. The Final Payment shall be applied to the Rental Fee.

7. **Damage Deposit.** In addition to the Rental Fee, Lessee shall pay to Lessor a refundable damage deposit in the total amount of \$_____ (the "Damage Deposit") on the date of Lessee's execution and delivery of this Agreement to Lessor. If no damage occurs, or if no excessive cleaning is required during or immediately following the use and occupancy of the Leased Premises by Lessee and Lessee's employees, agents, vendors, invitees or guests, the Damage Deposit shall be returned to Lessee within sixty (60) days after the Event Date. However, Lessor may, but is not obligated to, use, apply, or retain all or any part of the Damage Deposit for the payment of any amount of damage that occurs from the use and occupancy of the Leased Premises by Lessee and Lessee's employees, agents, vendors, invitees or guests.

8. **Penalties for Non-Payment.** Lessee's failure to pay, IN FULL, the Down Payment, Final Payment, Damage Deposit, or any other fee or cost due under this Agreement by the date it is due under this Agreement (and payment by check which is not honored, due to insufficient funds or any other cause, constitutes failure to pay) may cause Lessor to incur unanticipated costs, the exact amount of which are impractical or difficult to ascertain; accordingly, **IF FINAL PAYMENT, DAMAGE OR ANY OTHER FEE OR COST DUE UNDER THIS AGREEMENT IS PAST DUE FOR MORE THAN SEVEN (7) DAYS AFTER THE DATE IT IS DUE, LESSOR MAY ELECT, IN ITS SOLE DISCRETION, TO TERMINATE THIS AGREEMENT AND RETAIN ANY AMOUNT OF THE RENTAL FEE AND/OR OTHER FEE (EXCEPT THE DAMAGE DEPOSIT) PAID TO LESSOR BY LESSEE PRIOR TO THE EFFECTIVE DATE OF TERMINATION OF THIS AGREEMENT BY LESSOR, AS LIQUIDATED DAMAGES, FOR EACH FAILURE TO PAY, FINAL PAYMENT, DAMAGE DEPOSIT AND/OR ANY FEE OR COST DUE UNDER THIS AGREEMENT BY THE DATE IT IS DUE UNDER THIS AGREEMENT. IF LESSEE FAILS TO**

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PAY ANY FEES DUE UNDER THIS AGREEMENT, LESSOR MAY, IN ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND RETAIN ANY AMOUNT OF THE RENTAL FEE AND/OR OTHER FEE (EXCEPT THE DAMAGE DEPOSIT) PREVIOUSLY PAID TO LESSOR BY LESSEE.

9. **Approved Discount.** Lessee must be 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 Discounted. 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, and (ii) shall be reflected in the Final Payment due by Lessee under Section 6, above.
10. **Use By Lessor and Others.** Lessee hereby acknowledges that the Leased Premises is also used and occupied by Lessor and other entities, organizations, and individuals expressly authorized by Lessor; and Lessee will not use the Leased Premises in any manner which in any material way restricts such use and Lessor will not permit its use or the authorized use by other entities, organizations and individuals to in any material manner restrict Lessee's use as contemplated herein.
11. **Right to Terminate for Prohibited Conduct.** Lessee shall not conduct or permit to be conducted on the Leased Premises any activities or events which (i) violate any federal, state, or local law, ordinance, rule or regulation applicable to Lessee's use and occupancy of the Leased Premises, (ii) constitutes a nuisance or hazard, or (iii) in the sole opinion of the Pastor and/or St. Mary's Parish Council, conflict with Catholic dogma, Catholic teaching, or the sensibilities of the people living in the area (collectively, the "Prohibited Conduct"). **ANY ATTEMPT BY LESSEE TO ENGAGE IN, ALLOW OR PERMIT THE PROHIBITED CONDUCT AT THE LEASED PREMISES SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS AGREEMENT BY LESSOR WITHOUT OPPORTUNITY TO CURE. FURTHER, LESSOR RESERVES THE RIGHT TO TERMINATE THE EVENT PRIOR TO THE EVENT END TIME OR THE EXPIRATION OF THE RENTAL PERIOD IF LESSEE OR LESSEE'S EMPLOYEES, AGENTS, VENDORS, GUEST OR INVITEES ENGAGE IN DISORDERLY CONDUCT OR BECOME OUT OF CONTROL OR INTOXICATED TO THE POINT WHERE SECURITY OR POLICE MUST INTERVENE TO MAINTAIN ORDER. SUCH DISORDERLY CONDUCT INCLUDES, BUT IS NOT LIMITED TO, VERBAL OR PHYSICAL ALTERCATIONS, INTOXICATION, OR CONSUMPTION OF ALCOHOL BY MINORS. IN THE EVENT THIS AGREEMENT IS TERMINATED BY LESSOR OR THE EVENT IS TERMINATED BY LESSOR PRIOR TO THE EVENT END TIME OR THE EXPIRATION OF THE RENTAL PERIOD IN ACCORDANCE WITH THIS SECTION 11, THEN LESSEE HEREBY AGREES THAT THERE SHALL BE NO REFUND OF ANY AMOUNT OF THE RENTAL FEE OR ANY OTHER FEE (EXCEPT TO THE EXTENT OF ANY RETURN OF THE DAMAGE DEPOSIT IN ACCORDANCE WITH SECTION 7) PAID TO LESSOR BY LESSEE PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT BY LESSEE.**
12. **TERMINATION BY LESSEE.** **LESSEE SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, FOR ANY REASON OR NO REASON, BY PROVIDING AT LEAST THREE (3) DAYS PRIOR WRITTEN NOTICE TO LESSOR. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN THE EVENT OF A TERMINATION OF THIS AGREEMENT BY LESSEE IN ACCORDANCE WITH THIS SECTION 12, LESSEE HEREBY AGREES THAT THERE SHALL BE NO REFUND OF ANY AMOUNT OF THE RENTAL FEE OR ANY OTHER**

FEE (EXCEPT THE DAMAGE DEPOSIT) PAID TO LESSOR BY LESSEE PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT BY LESSEE.

13. **Obligation to Comply with Law.** Lessee shall comply with all laws, rules, regulations, ordinances and orders of federal, state and municipal governments and their departments and agencies applicable to the Leased Premises and Lessee's use thereof.
14. **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.
15. **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 Lessor (such approval in Lessor's sole discretion), and must be paid for by Lessee in accordance with this Agreement unless otherwise agreed in advance in writing by Landlord.
16. **Lessor's Rules and Regulations; Facility Use Policy**
 - A. **FACILITY USE POLICY – ADDENDUM “A” (Attached hereto):** Lessee shall comply with, and shall cause all of Lessee's employees, agents, vendors, guests and invitees, as applicable, to comply with, all of Lessor's rules and regulations for the Leased Premises, attached hereto as Exhibit “A” and incorporated herein as part of this Lease Agreement by reference (the “Facility Use Policy”).
Lessee's Initials: _____
17. **Waiver.** The parties hereto may waive any provision of this Agreement, including the Exhibits attached hereto, only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition of this Agreement, and no act, omission, or course of dealing between the parties, shall operate as a waiver or estoppel of any right, remedy or conditions. A waiver once given is not to be construed as a waiver of any future occasion or against any other person or entity.
18. **Binding Agreement.** The terms and conditions of this Agreement, including the Exhibits attached hereto, shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors, assigns, heirs and personal representatives.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and completely supersedes any and all prior and contemporaneous understandings, promises, and agreements, whether written or oral, express or implied, with respect to the subject matter hereof. This Agreement may only be modified or amended by a writing signed by both parties hereto.

AGREEMENT, I, LESSEE, HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT, INCLUDING THE FACILITIES USE POLICY AND I HAVE FULLY READ THIS AGREEMENT, INCLUDING THE FACILITY USE POLICY; I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AND I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THE FACILITY USE POLICY.

Initial _____

EXECUTED BY LESSEE AND LESSOR AS OF THE EFFECTIVE DATE HEREOF

TO BE COMPLETED BY LESSEE:

SIGNATURE(S): _____

PRINTED NAME(S): _____

DATE: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ PHONE NUMBER: _____

TO BE COMPLETED BY EVENT COORDINATOR/MANAGER OR DESIGNATED PARISH REPRESENTATIVE ON BEHALF OF LESSOR:

I, the undersigned, hereby attest that the Lessee has paid the full amount of the Down Payment and the Damage Deposit as of the Effective Date hereof as required by this Agreement and that, as of the Effective Date hereof, the Leased Premises are available on the Event Date and during the Rental Period set forth in Section 2 of this Agreement and will hereby be reserved for the Event provided Lessee complies with all of the terms and conditions set forth in this Agreement.

Parish records indicate that on the Effective Date hereof the Lessee [] IS [] IS NOT an active and contributing member of St. Mary’s Catholic Church, Fredericksburg, Tx. is or is not entitled to the Parishioner Discount in accordance with Section 9 of this Agreement. Approved by Pastor: _____
Date: _____

The Facility Coordinator/Manager or designated Parish Representative has verified documentation that indicates on the Effective Date hereof the Lessee [] IS [] IS NOT a current Non-Profit Organization entitled to the Non-Profit Discount in accordance with Section 9 of this Agreement.
Approved by Pastor: _____ Date: _____

SIGNATURE: _____
(Facility Coordinator/Manager or designated Parish Representative)

Printed Name: _____ Title: _____

**WHEN MAKING PAYMENTS BY MAIL, SEND TO:
ST MARY’S CATHOLIC CHURCH
ATTN: FACILITIES MANAGER
307 W MAIN STREET
FREDERICKSBURG, TX 78624**

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Schedule of Addendums:

See ADDENDUM "A" attached hereto – FACILITY USE POLICY

ADDENDUM "A"
FACILITY USE POLICY

PLEASE CAREFULLY READ ALL TERMS BELOW BEFORE SIGNING. THIS IS A LEGAL BINDING DOCUMENT.

PRINT NAME OF LESSEE: _____

EVENT: _____

EVENT DATE: _____

LESSOR: St. Mary's Catholic Church, (owned by Archdiocese of San Antonio, Texas)

(BY INITIALLING EACH POLICY/RULE BELOW, I, THE UNDERSIGNED, ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTAND THE ST. MARY'S PARISH HALL **THE FACILITY USE POLICY.**

_____ **1.** (Lessee's Initials) St. Mary's Catholic Church (hereinafter "Lessor") reserves the right to refuse use of any facility to any person, organization, or others requesting use of facilities, or to evict any person or organization for misconduct, or when deemed to be in the best interest of St. Mary's Catholic Church.

_____ **2.** (Lessee's Initials) 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. ANY ACTIVITY OR CONDUCT BY LESSEE OR ANY OF LESSEE'S EMPLOYEES, VENDORS, AGENTS, INVITEES, OR GUESTS ON ANY PORTION OF THE PROPERTY DEEMED OFFENSIVE BY LESSOR, IN LESSOR'S SOLE AND ABSOLUTE DISCRETION, TO THOSE PRINCIPLES SHALL NOT BE ALLOWED OR PERMITTED ON THE PROPERTY AND, LESSOR HEREBY RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE LEASE AGREEMENT AND/OR TERMINATE THE EVENT PRIOR TO THE EXPIRATION OF THE RENTAL PERIOD AS DEFINED IN SECTION 2 OF THE LEASE AGREEMENT WITHOUT OPPORTUNITY FOR LESSEE TO CURE. IN THE EVENT OF THE TERMINATION OF THE LEASE AGREEMENT OR TERMINATION OF THE EVENT PRIOR TO THE EXPIRATION OF THE RENTAL PERIOD BY LESSOR PURSUANT TO THIS SECTION 2, LESSEE HEREBY AGREES THAT THERE WILL BE NO REFUND OF ANY AMOUNT OF THE RENTAL FEE (AS DEFINED IN SECTION 4 OF THE LEASE AGREEMENT) OR ANY OTHER FEE (EXCEPT TO THE EXTENT OF RETURN OF THE DAMAGE DEPOSIT IN ACCORDANCE WITH SECTION 7 OF THE LEASE AGREEMENT) PAID TO LESSOR BY LESSEE PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT OR THE TERMINATION OF THE EVENT.

_____ **3.** (Lessee's Initials) Use of any facility for political purposes is prohibited. Usage by any non-parish group is subject to approval.

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_____ **4. (Lessee's Initials) Indemnification.** The Archdiocese of San Antonio Texas the Archbishop of San Antonio Texas, St. Mary's Parish, its Pastor, Facility Manager, and/or designated Parish Representative(s) assume no responsibility whatsoever, for any property placed in said premises and are hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person(s) or property that may be sustained by the occupancy of said premises under this rental agreement. Neither Lessor nor Security will be held responsible for theft or damage to vehicles or their contents in Lessor's parking lots during any event(s).

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.

It is the express intention of the parties hereto that under this Indemnity and Hold Harmless Clause, Lessee shall defend and indemnify and protect Lessor from the consequences of Lessor's own negligence or gross negligence, whether real or alleged. Lessee acknowledges that it has read the foregoing Indemnity and Hold Harmless Clause, knows its content, meaning and effect, and has initialed it voluntarily, willingly and without reliance upon any representation by Lessor.

_____ **5. (Lessee's Initials) Waiver of Damages.** Lessee hereby expressly waives any and all claims for compensation or damages resulting from any loss sustained by reason of any defect, deficiency, failure or impairment of the water supply system, mechanical system, plumbing system or electrical system.

_____ **6. (Lessee's Initials) Damage Deposit.** Lessee has paid UPON THE EXECUTION OF THIS LEASE AGREEMENT A DAMAGE DEPOSIT FEE. Lessee shall forfeit this deposit to Lessor in the event of damages to Lessor's premises or contents, or if excessive clean-up is required, or failure to adhere to any of the FACILITY USE POLICIES which are made part of this lease agreement.

_____ **7. (Lessee's Initials) Damage Fee.** Lessee will be responsible for damages done to the facilities (to include leaving the facility, including kitchen, in an excessively dirty, unsanitary or messy condition) during the use of the lease facility for event, including the setup/teardown. Lessee shall promptly reimburse Lessor **FOR ANY AND ALL DAMAGES (THAT DAMAGE DEPOSIT FEE DOES NOT COVER)** to the facilities, fixtures or equipment (including property damage and loss of use) resulting from any damages caused (either directly or indirectly) by Lessee or Lessee's Agents, Contractors, Sub-contractors or Guests. One hour of staff time to clean the facility is included in the contract. Additional hours will be charged against the deposit. Any remaining damage deposit will be refunded within thirty (30) days after the event.

_____ **8. (Lessee's Initials) Duty to Inspect.** Lessee acknowledges the responsibility to schedule an inspection together with a designated Parish Representative to fully inspect the Leased Premises within 24 hours prior to occupancy (including any pre-event set-up). On the basis of such inspection, Lessee hereby accepts the Leased Premises as suitable for the purpose for which same is leased including building, furnishings, fixtures and equipment. A copy of the blank inspection form is part of this agreement, but it is not valid unless completed and co-signed during an inspection together with a designated Parish Representative.

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Should the Lessee fail to inspect, the Lessee hereby agrees to pay Lessor for any damages or excessive clean-up the parish attests is related to the Lessee's event.

_____ **9.** (Lessee's Initials) In order to qualify for the Parishioner rate, Lessee must be a registered and contributing member of the parish for at least one year prior to scheduling the event.

_____ **10.** (Lessee's Initials) Reservations under this Agreement are guaranteed unless the terms of this contract are violated. The reservation must include payment of non-refundable deposit and completed application signed by both the Lessee and a designated Parish Representative. **RESERVATIONS WILL NOT BE FINAL UNTIL THE CONTRACT IS PAID IN FULL.**

_____ **11.** (Lessee's Initials) Checks returned by the bank are assessed a \$30 returned check fee. Please be aware that Lessee's check (Lessee's Initials) may be deposited into the bank as early as the day it is received.

_____ **12.** (Lessee's Initials) No marriage ceremonies, civil or religious, are allowed in the parish center.

_____ **13.** (Lessee's Initials) The Facility Manager, or designated Parish Representative, must be present at any and all functions/events while the facility is being used; to include set-up and tear-down.

_____ **14.** (Lessee's Initials) In order to promote better care and utilization of our facilities, the following will apply:

- Users must comply with utilizing assigned HFC areas and time slots.
- Food and drink items may only be put into the HFC kitchen the day of a meeting or event. Bringing in food items and drinks days before use **WILL NOT BE PERMITTED.**
- 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.
- Movable room walls **MAY NOT** be assembled, disassembled or moved. This will be done by **HFC STAFF**. Unreasonable demands made for taking down and putting up movable walls will not be acceptable.
- 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.
- Setup arrangements in the HFC must be made with the Facility Coordinator or designated **Staff** Member 10 days in advance of event/meeting.
- Temperature settings will be made by a Facility Staff member.
- Tables, chairs, staging and fixtures will be set up by Staff and will not be moved outside the building.
- Electrical cords or cables may not be strung across the floor.
- The facility must be vacated no later than one (1) hour after the termination time scheduled.
- 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.
- Food vendors/catering services must remove all outside equipment by time stated in Lease Agreement.

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- The Prayer Garden located between the HFC, the Foyer and the Church are not to be considered as an extended use area for events, parties etc. Use of the Prayer Garden for a special event may be considered for approval by the Pastor with limitations of said use. The taking of pictures in the Prayer Garden is permitted.
- MISCONDUCT, MISUSE OR ABUSE OF THE HFC BY LESSEE MAY RESULT IN FORFEITURE OF THE SECURITY/DAMAGE DEPOSIT

_____ **15.** (Lessee's Initials) This rental agreement does not imply exclusive use of Parish Hall Facility. The design of this building is intended to provide shared use of facilities for those attending Mass or other events. Acceptance of possible simultaneous use of these facilities is a requirement of this agreement.

_____ **16.** (Lessee's Initials) Security. Uniformed security officers are required for all functions and furnished through Lessor at Lessee's expense. Cost of security will be in addition to rental fees. Should attendance be in excess of the number projected, the officer in charge will notify Lessee and call additional officer(s) **at Lessee's expense**. Security must be present and on duty during reserved hours or until all guests have departed and the facility being used has been properly secured. No refund will be issued once event has started. Security will be booked one (1) month prior to the event.

- Minimum security contract is five hours.
- Security officers have the RIGHT to ask for and take keys from inebriated guests and have the authority to remove any person who is inebriated or disruptive.
- A minimum of two security officers is required. One additional security officer is required for each additional 100 guests over 100 people or a fraction thereof.

_____ **17.** (Lessee's Initials) Children. Children must be supervised at all times and not allowed to run around or roam facility unattended.

- Minors may not consume intoxicating beverages and no controlled substances shall be procured or consumed illegally on the premises.
- Lessor's staff and security are not responsible to watch children during any event.
- No one under the age of thirteen (13) will be permitted in the kitchen.

_____ **18.** (Lessee's Initials) Conduct. Persons violating this agreement, creating a disturbance or using abusive language will be escorted from the facilities by the Facility Manager, designated Parish Representative and/or Security Officer.

- No smoking is permitted whatsoever inside the building – to include restrooms.
- No pyrotechnic devices (sparklers, firecrackers, poppers etc...) will be allowed on Lessor's property.
- Moderate noise level is expected.
- Music or program sound must stop by midnight or as specified in the contract.
- During any service in St. Mary's Church the Maximum Volume Level will be ____ decibels.
- A copy of the City of Fredericksburg Noise Ordinance will be available for review.
- Lessee will be given one (1) verbal warning to abide by this ordinance and should the Lessee fail to comply or should the volume increase again after verbal warning it will be turned off for the remainder of the event.

_____ **19.** (Lessee's Initials) **Set-up**: Lessor's staff will set up the desired tables and chairs prior to the event as per Lessee's written instructions and "**floor plan**".

- Set up arrangements must be made with Facility Manager or designated Parish Representative one week in advance of event.
- The facility will be ready upon Lessee's arrival for decorating --- it is advisable to utilize the services of professional decorators or adult family members and friends.

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- Third-parties must be approved in advance. All contractors and subcontractors assisting Lessee in preparation, presentation and clean-up of the event shall be approved by the Facilities Manager or designated Parish Representative seven (7) days prior to the event.

_____ **20. (Lessee's Initials) Clean-up:** All decorations must be removed by professional decorators and/or family members at the end of the event.

- Lessee is to clear leftover food and trash from the tables into the trash cans.
- If tablecloths are rented through someone other than Lessor, Lessee is responsible to remove tablecloths, bundle and bag them after the event.
- All equipment must be removed as specified in agreement.

_____ **21. (Lessee's Initials) Permits and Licenses:** Lessee shall have the sole responsibility to secure in Lessee's name, at Lessee's expense, any permits or licenses required for Lessee's activities of events held on the Leased Premises. (e.g. Alcohol licenses, Caters: Retail Health Permit, sales tax permits, vending license.)

_____ **22. (Lessee's Initials) Alcohol:** The rules of the Texas Alcoholic Beverage Commission will be adhered to at all times by anyone using our facilities. .

- NO ONE UNDER TWENTY-ONE (21) WILL BE ALLOWED TO CONSUME ALCOHOLIC BEVERAGES.
- The sale of liquor or set-ups by private organizations or individuals at wedding receptions, private parties, etc., is strictly prohibited. Alcohol may be SERVED but NOT SOLD.
- Individuals or groups reserving the hall must use qualified TABC-certified bartenders for serving of beer, wine, or any other alcoholic beverage. We recommend one (1) bartender per 100 adults. A minimum of two bartenders is required. One additional bartender is required for each additional 100 guests over 100 people or a fraction thereof.
- Uniformed Security / Police must be present when the bar is to be opened. Bar will close down 15 minutes prior to end of event.
- It is a violation of the agreement and will constitute immediate eviction from facility and forfeiture of all fees should alcohol be used in a non-alcohol event.
- No alcohol is allowed outside of the building during the function.
- Bartenders have the authority to refuse any guest who they feel has had too much Alcohol to drink.

_____ **23. (Lessee's Initials) Kitchen Use:** Kitchen facilities are available for use if included in this contract. Caterers must supply a copy of their Certificate of Insurance and Retail Health Permit and be approved by Facility Manager or designated Parish Representative prior to the event. Any and all use of kitchen equipment requires qualified/trained persons or Caterer. Equipment that is designated on kitchen equipment check list must be properly **washed, rinsed and sanitized**. Children under the age of thirteen (13) will not be permitted in the kitchen.

_____ **24. (Lessee's Initials) Parking:** Parking is on a first come – first served basis. Occasionally we may have several functions occurring simultaneously. No parking is allowed on grassy areas, fire lanes or in the porte-cochere. Vehicles parked in unauthorized areas are subject to being towed away at owner's expense.

_____ **25. (Lessee's Initials) Dates:** Lessor does not accept reservations for the following dates Holy Week, Easter Sunday, All Saints Day, All Souls Day, Turkey Dinner, Thanksgiving, or Christmas. Events are not scheduled during Lent and Advent, Feast of the Immaculate Conception, Guadalupe Feast Day Dec.12. 1st Communion and Confirmation Days, Graduation Sunday/Baccalaureate, Benefactors Dinner, Winter Benefit, MaiFest.

Initial _____

_____ **26. (Lessee's Initials) Youth-Centered Rentals:** All rules and guidelines will apply for youth-centered events. **NO ALCOHOLIC BEVERAGES WILL BE SERVED OR PERMITTED.** One additional Security Guard will be required for the protection of our youth.

BY SIGNING THIS FACILITY USE POLICY, I, LESSEE, HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) I HAVE RECEIVED A COPY OF THIS FACILITY USE POLICY; (II) I HAVE FULLY READ THIS FACILITY USE POLICY; (III) I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS FACILITY USE POLICY, AND (IV) I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS FACILITY USE POLICY

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