

USE OF HALL
St. Benedict the Moor Catholic Church
519 Liscum Drive
P.O. Box 17219
Dayton, Ohio 45417

Phone: (937) 268-6697

RATES AND REQUIREMENT

Required Security Deposit with Contract \$200.00 (apart from the hall rental charge)

St. Benedict the Moor Multi-Purpose Hall (Maximum Capacity 600)

All Lessee are required to purchase certificate of insurance for each of their events by going to the link below. Space and date for lessee's program is guaranteed upon receipt of the certificate of insurance and a deposit of \$200 which will be only refunded when everything is found in order after the program. This applies to Parishioners and non-Parishioners.

<http://www.kandkinsurance.com/sites/Tulip/Pages/DioceseEligibility.aspx>

Click on Archdiocese of Cincinnati it will take you to Parishes click on St Benedict the Moor and follow the directions as to what applies to your program.

Hours of Use – Actual hours of use shall be limited to six (6) hours **maximum**. Thereafter, for each additional hour any portion thereof, LESSEE shall pay an hourly charge of \$150.00.

NOTE WELL: On rentals of the Multi-Purpose Hall occurring on Sundays. Lessee shall not have access to the kitchen or the Multi-Purpose Hall any earlier than 3 pm

There will be no access to the hall between the hours of 3 through 6pm on Saturdays and no music shall be played during such hours.

KITCHEN- (1) LESSEE is required to clean kitchen, sinks, ovens, stoves, and all equipment used by LESSEE. If inspection of the kitchen is not left in the original condition, a proportionate amount of the deposit shall be deducted to cover any additional cleaning performed by the Church.

(2) There is an additional charge of \$250 for the use of the kitchen 2 hours before and during the hours of rental of the Multi-Purpose Hall. On the day of the rental of the Multi-Purpose Hall, LESSEE may rent the kitchen (for cooking and/ or cooling/storage) at the rate of \$100 per hour before the start of the rental event.

(3) No china, kitchen utensils, glassware, or silverware will be furnished by the LESSOR.

(4) Kitchen use (cooking and/or cooling/storage) any day other than the day of the rental for the event \$150 charge per day will be added. Again, no utensils, etc. will be provided by LESSOR.

LEASE-RENTAL AGREEMENT

This Contract entered into this _____ day of _____, _____ at Dayton, Ohio, by and between St. Benedict de Moor Catholic Church, hereinafter referred to as LESSOR, and _____, hereinafter referred to as LESSEE.

LESSOR and LESSEE are hereby bound as follows:

Date of Event to be: _____

Actual Starting & End time: _____

Caterer Time of arrival: _____ Name of Caterer _____

Arrival time Musicians: _____ Maximum # of Expected Guest _____

RATES:

The rental price for the area to be used and for services to be made available shall be in accordance with the rates listed on the attached sheet (Appendix A or Appendix B, as applicable) hereinafter referred to as RENTAL RATES and is incorporated and made a part hereof, and the specific items and rates are relating to this CONTRACT are set forth below.

Basic Price for 6-Hour Usage _____

Additional Hours _____

Kitchen _____

Auxiliary Policy Security \$ 40.00/hr. (or current rate) X hrs.

Other _____ = \$ _____

TOTAL RENTAL CHARGE =

SECURITY DEPOSIT \$ 200.00 due on booking day \$ _____ Rec'd _____

FULL RENTAL PAYMENT DUE BY TWO MONTHS PRIOR TO THE RENTAL DATE :

_____ \$ _____ Rec'd _____

SECURITY DEPOSIT: Shall be returned to LESSEE within 21 days after event if all the Lessee's contractual obligations have been satisfied and there is no damage to the facility or its contents.

RENTAL PAYMENT: All rental fees are due within TWO WEEKS of booking, and is non-refundable unless cancellation is made within 60 days prior to the date of the event. Failure to pay in full will result in lessee losing the space

CANCELLATION: In the event Lessee wishes to cancel this CONTRACT, LESSEE must give at least TWO months' notice prior to the date of the event of such cancellation and such notice must be in writing to the Lessor. If said notice of cancellation is given at least TWO months prior to the date of the event, the security deposit of the Lessee shall be returned to the Lessee. In the event the notice of cancellation is given less than TWO months prior to the date of the event, the Lessee must pay a cancellation fee equal to the security deposit.

Lessor has the right to cancel this Contract with the Lessee by giving the Lessee notice in writing anytime within TWO months prior to the date of the event, together with the return of the Lessee's security deposit.

The Lessee hereby waives any claim for damages or compensation in the event this contract is cancelled by Lessor in accordance with the terms of this paragraph.

TERMS AND CONDITIONS

DECORATIONS: All decorations must be done by Lessee during normal office hours of the St. Benedict the Moor Church on the day of the rental, otherwise an additional fee per rental schedule will be charged. Lessee is prohibited from placing decorations on the ceilings. Lessee is prohibited from using decorations which may cause damage to walls and or floors of the premises rented. The use of frog machines, glitter, pyrotechnics and live decorations is prohibited.

DECORATION REMOVAL: All equipment, props, decorations, tape recorders, wire, plastic tape, balloons hanging, streamers, etc., must be removed from the premises within an hour after the closing of the event; unless special arrangements are made with the LESSOR; and/or storage charge of \$50.00/ day (beyond the event) will be assessed with a delay in the return of LESSEE'S deposit and plus more charges if days exceeds the deposited amount.

TABLES/CHAIRS SETUP: Tables/chairs will be arranged for activities by the LESSOR provided the seating chart, showing desired setup, is returned to LESSEE 10 days before the event. NO table covers will be furnished by the LESSOR. Removal of doors or use of storage areas is prohibited. Blocking fire extinguishers, exit routes or doors is prohibited. THE CHURCH AREA AND MEETING ROOMS ARE NOT part of contract. If LESSEE uses chairs or tables other than those provided by LESSOR, LESSEE shall pay an additional one hundred fifty dollars (\$150.00) set-up/take down charge.

EMERGENCIES: In the event of an emergency, should it become necessary to cancel or postpone the event due to fire of the elements, or in the case of government intervention or regulations, military activities, strikes, or acts of God, this contract shall terminate and LESSEE and LESSOR waive any claim for damages or compensation.

EVICITION: The LESSOR or Lessee's Agent reserves the right to evict any persons and/or person from the premises who is not acting and/or conducting themselves in the best interest of the LESSEE and/or LESSOR, or is acting in violation of this Contract.

CATERING: The Caterer will arrange for all set-ups through _____ initial

FOOD/DRINK/TABLE COVERING/DECORATIONS/ETC.: Whatever is brought on the premises for the rental event must be removed at the end of the affair. Tables must be cleared, trash removed, etc. Charges will be assessed for extra clean up over and above the normal cleaning

SMOKING PROHIBITED Inside the premises. Lessee and guests are prohibited from smoking within the building and premises.

LESSEE: Must obey all laws, ordinances, regulations and orders of Federal, State, County, and City Government and is responsible for all guests, invites, members of those in attendance to comply as stated herein. Cancellation of rental immediately will occur should this not be complied with by all.

ASSIGNMENT SUB LETTING: LESSEE may not assign or sublet this premises or any portion of this without obtaining prior written consent of LESSOR. Any such assignment or subletting without consent of LESSOR shall result in termination of the rental, forfeit of deposit and all persons will be asked to leave premises immediately.

DAMAGE TO PREMISES: In the event there is damage caused by the LESSEE, regardless of how caused, LESSEE must reimburse the LESSOR for the cost of the repair. Payment shall be paid to the LESSOR from Lessee's security deposit. If damages exceed the security deposit, then LESSEE must remit to the LESSOR the cost of damages exceeding the deposit within 14 days of being presented with a damage estimate, and/or bill for payment.

SECURITY /POLICE: There must be at least one security guard at the premises during the event. As set forth the Rate section of this Contract above, Lessee must pay for the security guard at a rate of \$40.00 per hour or the current applicable rate. By agreement of the parties, hereto, when it is deemed desirable by either party, and at the cost of the LESSEE, additional security guards shall be made available by the lessor.

HOLD HARMLESS: The parties hereto agree that LESSOR shall not be responsible for lost articles, damages to personal/group property, or personal injury to the LESSEE, his members, guests, invitees, and the LESSEE shall protect, indemnify and save harmless the LESSOR, St. Benedict the Moor Catholic Church from any and all loss, liability, actions and damages arising for Lessee's tenancy under this Contract.

CONSUMABLE BEVERAGES: Sale of all consumable beverages and food products is prohibited. . NO INTOXICATING LIQUORS ARE TO BE SOLD IN OR UPON ANY PART OF SAID FACILITIES.

WAVER: Failure of the LESSOR to enforce any term hereof shall not be deemed a wavier nor shall any acceptance of a partial payment of rent be deemed to be a waiver of Lessor's right to the full amount.

ATTORNEY FEES: In the event legal proceedings are necessary to recover for any damages, no matter how caused, Lessee, is liable for all costs incurred including a reasonable attorney's fee.

NOTICES: Any notice which either party may or is required to give, must be given by mailing the same, postage paid, to the tenant and/or LESSEE at the address given below, or to the LESSOR at

RENTAL RATES: All prices and rates subject to change without notice until Validation of Contract occur.

HEIRS, ASSIGNS, SUCCESSORS: This Contract is binding upon and inures to the benefit of the heirs, assigns, and successors in the interest to the parties.

VALIDATION OF CONTRACT will occur upon receipt of signed Contract from LESSEE with a security deposit \$200.00 within A DAY OR TWO of reservation day. Otherwise, LESSOR is free to lease premises to another interested party.

TIME: Time is of the essence.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by writing, signed by both parties.

ACCEPTANCE: The undersigned LESSEE and LESSOR acknowledge acceptance of the above Contract and copy thereof.

GOVERNMENT LAW: The laws of the State of Ohio govern this Contract. Any legal proceedings arising under this Contract may only be brought in Montgomery County, Ohio.

PLEASE READ THIS APRAGRAPH & INTIAL

Your caterer is totally responsible for bringing ALL cooking utensils, pots, pan condiments, (including salt pepper shakers etc,) LESSEE is responsible fro all actions of the caterer while on LESSOR's premises and for all clean-up of the kitchen and premises.

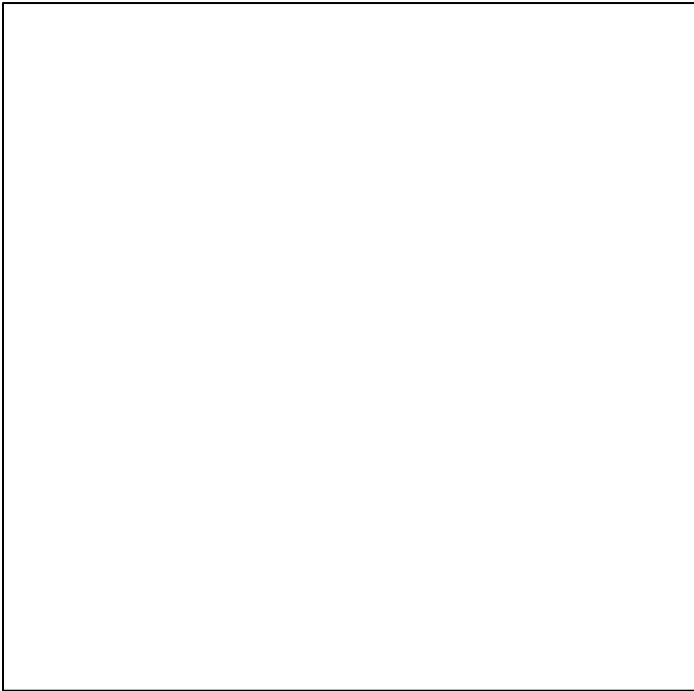
LESSEE or caterer cannot use, under any circumstances, any utensils, silverware, etc, which is the property of _____

_____ (Please initial)

I ----- agree to the above terms and conditions.

Sign _____ Date

Lessor Name: _____ Date _____



Date of Event _____

Name of Person/Organization _____

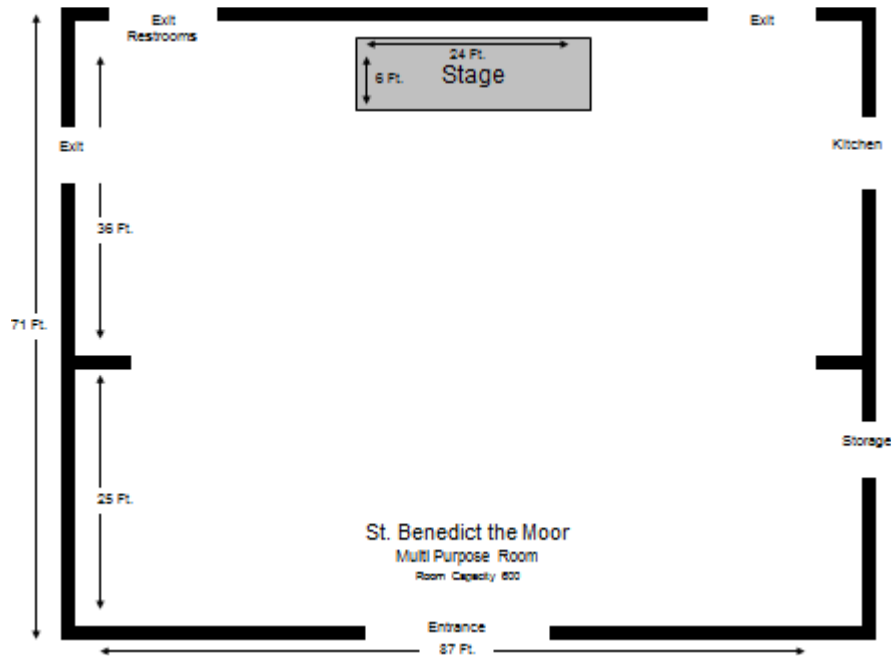


Table Sizes

Rectangular 8 1/2 x 21 1/2 40 tables

Round Tables 5 feet in diameter 40 tables seats 8