

DIOCESE OF ALTOONA-JOHNSTOWN

SPECIAL EVENT LEASE AGREEMENT

This Agreement, made this _____ day of _____, A.D., 20____, by and between the **DIOCESE OF ALTOONA-JOHNSTOWN**, 2713 West Chestnut Ave., Altoona, PA 16601, hereinafter called Lessor; and _____ of _____, hereinafter called Lessee.

Lessor does hereby Lease unto Lessee all that certain premises located at _____ to be used and occupied for the specific purpose of _____ and for no other purpose, commencing on the _____ day of _____, A.D., 20____ at _____ o'clock _____ M., and ending on the _____ day of _____, A.D., 20____ at _____ o'clock _____ M.

1. Number of Participants and/or Attendees: The Lessee approximates that there will be _____ participants or attendees at the event specifically described above.

2. Will alcoholic beverages be sold or served at this event? ____ **If the answer to this question is yes, then the Lessee must purchase special event liability insurance by and through the Diocesan Self Insurance Program and proof of same must be provided upon request and such purchase is a condition precedent to the lease of the premises described above.** The Lessee must supply the bartender(s).

3. The Lessee must agree to employ an appropriate number of professional security personnel to monitor their event (an appropriate number being defined as at least ONE (1) professional security personnel for every 250 participants/attendees).

4. Requirements for Public Authorities: The Lessee must comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal Statute or Local Ordinance or regulation applicable to Lessee or his use of the premises described above. The Lessee assumes all responsibility for failure to comply with these requirements.

5. Cleaning, Repairing: The Lessee agrees to keep the premises described above clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., that may be broken; and generally keep the subject premises in good order and repair as they are now.

6. Fire: The Lessee shall use every reasonable precaution against fire and shall notify the Lessor promptly in writing of any accident, fire or damage occurring on or to the subject premises.

7. Negative covenants of Lessee: Lessee covenants and agrees that they will do **none** of the following things without the consent in writing of the Lessor:

a. Use of Premises – Occupy the premises in any other manner and for any other purpose other than as set for above;

b. Assignment and Subletting – Assign or sublet the premises described above or any part thereof to any other person, firm or entity without first obtaining the written consent of the Lessor herein;

c. Alterations – Make any alterations unless first obtaining the written consent of the Lessor herein;

d. Machinery – Use or operate any machinery that, in Lessor's sole opinion, is harmful to the building or disturbing to other tenants and/or neighbors of the subject premises.

8. Responsibility of Lessee: Lessee agrees to be responsible for and to relieve and hereby specifically relieves the Parish Pastor, the subject Parish, the Bishop of the Diocese of Altoona-Johnstown and the Diocese of Altoona-Johnstown and in general, the Lessor, from any and all liability by reason of any injury or damage to any person or property in the demised premises, which may occur or arise during the course of the letting of the subject premises, or for the failure of Lessee to comply with any terms or conditions of this Agreement, the Lessee agreeing to be solely responsible and liable for all such injury and/or damage to any person or property or any violation of the terms or conditions of this Agreement, and Lessee agrees to indemnify and hold harmless the Lessor generally and the Parish Pastor, Parish, Bishop of the Diocese of Altoona-Johnstown and the Diocese of Altoona-Johnstown specifically.

9. Conduct of Lessee: This Lease is granted upon the expressed condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor, in its sole opinion, may deem improper or objectionable, and that if any time during the term of this Lease or any extension or continuation, Lessee or any occupier of the premises shall have conducted himself or themselves in a manner in which Lessor, in its sole opinion, deems improper or objectionable Lessee shall be taken to have broken the covenants and conditions of this Lease, Lessor will be entitled to any and all rights and remedies available to it, including but not limited to immediate eviction of the Lessee and/or the occupants from the subject premises.

10. Entire Agreement: This Lease contains the entire Agreement by and between the parties hereto and any subsequent alteration, amendment, change or addition shall only be binding upon Lessor and Lessee if reduced to writing and signed by both parties.

11. Special Provisions: __ (See Reverse Side)

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

Witness:

Diocese of Altoona-Johnstown

BY:

Lessor

Lessee

Please submit original to Diocesan Finance Office, keep a copy at the Parish, and provide a copy to the Lessee

General Rules for St. John Gualbert Activity Center Rentals:

1. Lessee must sign a special events lease as per directive of the Diocese
2. Lessee must fill out a Facility usage form directing the layout and specific needs of the event, as well as dates for multi-day/routine rentals.
3. Garbage must be tied and consolidated in as few cans as possible, with new liners placed in cans.
4. Floor should be swept after event with the brooms provided.
5. If there is any discharge of fire extinguishers, the Lessee shall be charged the cost of refilling and recharging the fire extinguisher.
6. The Lessee shall limit use of the building to those areas which are being rented. If the kitchen is not being rented, doors to the kitchen will be locked and entry is not permitted.
7. If tables and chairs are moved, they must be returned to the normal setting, as per charts on the walls.
8. Lessee is solely responsible for any decorations. Decorations may be of any type or design as long as installation and placement does not damage the leased facility. Damages resulting from decorating will be borne by the Lessee. Nails, tacks, and permanent tape are prohibited from use. The Lessee is responsible for removal of all decorations and belongings at the conclusion of the event.
9. An Entry code will be provided to the Lessee for the purpose of entry and decoration. Decorations may be placed prior to the event at the discretion of the Lessor, considering other scheduled events.
10. The Lessee shall be liable for any damage done to the grounds, buildings, etc. the Lessee shall pay the cost of the repair or replacement.
11. Multi-Day and routine rentals are subject to scheduling by the parish. The parish reserves the right to prioritize parish special events over any routine rentals.
12. Cancellation of the reservation by the Lessee less than 14 days prior to the start of the event shall result in the loss of the entire security deposit. One-half of the security deposit shall be returned to the Lessee if the reservation is cancelled 14 – 30 days prior to the event. If the event is cancelled more than 30 days in advance, the entire security deposit will be refunded.
13. The security deposit shall be returned to the lessee no later than 14 days after the conclusion of the event provided that all the aforementioned rental requirements, along with any additional event-specific requirements have been met to the satisfaction of the Lessor following an inspection of the premises by the Lessor.

If Kitchen is rented

1. All pots, pans, and utensils, shall be washed, dried, and returned to their original location in the kitchen. Countertops and appliances shall be wiped clean at the conclusion of the event.

Standard Rental Rates:

Meetings: \$250/Year - One Meeting per month to be scheduled in a room other than the main hall. The group meeting is permitted to use the main hall if no other event is scheduled that day.

Single Day Events: \$250/Day – Single day events held in the parish – Decorating the night before will be permitted at the discretion of the pastor and only if no event is scheduled the previous day. (Use of Kitchen is only permitted IF Kitchen rental is paid.)

Use of Kitchen: \$100/Day – This is in addition to the regular \$200/Day Single Event Fee.

Multi-Day or Routine Events: Determined by individual arrangement at the time of rental, a special addendum will be provided.

Security Deposit: \$100 – Required for all single-day events. **Special Liability Insurance:** \$100 – Required if Alcohol is served

See attachment for other special provisions specific to this rental (Check if applicable) ____ Yes