



Facility Rental Agreement

Transfiguration Catholic Church
 1815 Blackwell Rd.
 Marietta, Ga. 30066

Office: 770-977-1442

THIS AGREEMENT made on _____ by and between Transfiguration Catholic Church
 (date)

(hereinafter called Lessor) and _____ (hereinafter called Lessee).

1. PREMISES: Lessor hereby agrees to reserve, for the purpose hereinafter stated, the following facilities (which shall hereinafter be referred to as the Premises):

_____ Social Hall	_____ Commercial kitchen
_____ Adult Lounge	_____ Small Kitchen
_____ Adult Lounge	

The Premises shall be provided to Lessee for the purpose of

from _____ o'clock on _____ until _____ o'clock on

_____ (Hereinafter the Rental Period) and the Premises shall be lighted, heated and cleaned at such time. Premises must be vacated, including grounds and parking area, no later than the above-specified time.

2. PAYMENT: Lessee shall pay for the use of the Premises as follows:

NOTE TO STAFF: The fees associated with an event will vary, depending on the event, the number of guests, whether alcohol is served, whether a caterer will be used, and if the caterer will be cooking on-site, etc.

Rental for Social Hall	\$1500.00
Rental for Kitchen	\$75.00 (if used only for organization) \$300.00 (if caterer is cooking on-site)
Rental for Adult Lounge	\$400.00
Rental for FLC upper level	\$200.00 per space (4 spaces total)
Police on-site presence	TBD by number of hours
Hospitality Coordinator	\$350-\$500 depending on the complexity of the event

(continued)

	50% of rental fee required upon signing Agreement. (Reservation is confirmed upon receipt of this deposit)
	Balance of rental payment due no later than thirty (30) days prior to beginning of rental period
<u>\$500.00</u>	Refundable Security Deposit due no later than thirty (30) days prior to beginning of rental period (see Article 3 of the agreement)

(Cancellation refund subject to terms stated in Article 13 of the Agreement)

3. SECURITY DEPOSIT: Not later than fourteen (14) days prior to beginning of the Rental Period, Lessee shall pay Lessor \$500.00 as a damage deposit. The damage deposit shall be returned to Lessee not later than ten (10) days following the completion of the rental period; provided however, that, in the event there is any damage to the Premises or other property of the Lessor or the Premises are not returned to Lessor in the same clean condition as tendered to Lessee, Lessor may without notice, apply the security deposit to the cleaning or repair of the Premises. In the event that the cost of repair of damage to the Premises or other property of Lessor exceeds the amount of the security deposit, Lessee shall, upon request from the Lessor, pay such additional cost.

4. CONDITION OF PREMISES: Lessee agrees that Premises have been inspected and are accepted in their present condition. Lessee will, during the period keep Premises and other property of Lessor clean and free from all debris, damage or injury.

5. USE OF PREMISES: Lessee shall use Premises only the purpose stated herein. Lessee shall not permit use of the premises in violation of any law, ordinance or regulation. Lessee shall not permit the obstruction of any sidewalks, halls, doors, windows, emergency exits, or similar passageways, nor shall Lessee permit the obstruction of any heating or air conditioning vents or utility access panels. **Food or beverage may not be taken out of the Social Hall.**

6. NO DEFACEMENT OF PREMISES: Lessee shall not injure nor mar nor in any manner deface the Premises and shall not cause nor permit anything to be done whereby the Premises shall be in any way injured, marred or defaced nor drive, nor permit to be driven, any nails hooks, tacks or screws, or attach any type of tape in or to any part of the Premises nor allow any alterations to be made of any kind. The throwing of rice or birdseed is not permitted in the church or on the church grounds. If any portion of the Premises or other property of Lessor shall be damaged by the act or negligence of Lessee, guests or other persons admitted by Lessee, Lessee will pay, on demand, such sums as shall be necessary to restore Premises to the condition at the beginning of the rental period.

7. SIGNS: Lessee shall not permit any signs or symbols to be placed in or about the Premises or other property of Lessor without the express written approval of Lessor.

8. PROPERTY PLACED IN/ON PREMISES: All personal property of Lessee, its agents or guests placed in or about the Premises shall be at the sole risk of Lessee and Lessor is hereby released from any and all liability for the loss, injury or destruction of such property. Not later than the end of the rental period, Lessee shall remove from Premises all personal property for which it is responsible. Any

such personal property remaining in the Premises or other property of Lessee may be disposed of at the expense of Lessee unless otherwise expressly agreed between the parties.

9. ACCIDENTS AND LIABILITIES: Lessor shall not be liable for any injury or damage to persons or property in the Premises during the rental period. Lessee shall be liable for and protect, defend, indemnify and save Transfiguration Catholic Church, its agents, employees, and assigns harmless against any and all claims, counter claims, losses, demands, causes of action and any and all related costs and expenses including any attorney's fees of every kind and character that may be suffered by Transfiguration Catholic Church, its agents, employees, and assigns by reason of any claim or action by any party or entity whatsoever arising out of, instant to, or resulting directly or indirectly from the Lessee's use of the Narthex, kitchen facilities and equipment, or any other use of the property and/or facilities of Transfiguration Catholic Church.

10. LIABILITY INSURANCE CERTIFICATE: Lessee agrees to provide to Lessor prior to date of rental, written proof of liability insurance for not less than \$1,000,000. Contact the Director of Operations for details.

11. SUBLETTING OR ASSIGNMENT: Lessee shall not assign or sublet any rights granted under this Agreement without the written consent of the Lessor.

12. DESTRUCTION OF PREMISES: In the event the Premises or any substantial part of the other property of Lessor shall be destroyed by fire or other cause or if any casualty or unforeseen occurrence beyond the control of the Lessor shall make use of the premises impossible, Lessor shall return all sums paid and shall not be liable to Lessee for any damages caused thereby.

13. CANCELLATION: In the event that Lessee notifies Lessor of its intent to cancel this Agreement not less than six (6) months prior to the beginning of the Rental period, Lessor shall return to Lessee the amount of the deposit. In the event that Lessee cancels this Agreement less than six (6) months prior to the beginning of the Rental Period, Lessor shall have no obligation to return any part of the deposit.

14. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by the parties.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the law of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first written above.

LESSEE

Transfiguration Catholic Church Representative

I have also read the Space Use Policy / Kitchen Rules and agree to abide by them.

LESSEE

Date _____

NOTE: The lessee must also sign and date the Alcohol Policy and Caterer Policy.