

St. George Orthodox Church

2 Nottingham Terrace - Buffalo, NY 14216

www.stgeorgehall.com - (716) 875-4222 – jvansuch@hotmail.com

V. Rev. Jason Vansuch, Parish Priest

+++++

HALL RENTAL AGREEMENT

WHEREAS Saint George Orthodox Church (the “Church”) makes the Parish Hall (“Hall”) at 2 Nottingham Terrace, Buffalo, NY, 14216, (716) 875-4222, available at its sole discretion for events sponsored by individuals, non-profit organizations, charitable organizations, government agencies and/or other organizations whose purpose are compatible with those of the Christian Orthodox faith.

WHEREAS _____ (the “Tenant”) wishes to make use of the Hall in return for a rental fee and subject to the conditions set forth below.

Facility Use (Church, Parish Fellowship Hall, Grounds).

The Orthodox Church in America teaches and maintains as a sincerely held religious belief “that the earth is the Lord’s and the fullness thereof; the world and those who dwell therein.” (Psalm 24:1). The Church rejects the notion that there is division between the material and the spiritual world and that the two are somehow subject to separate and distinct moral and religious standards. It is for this reason, that the resources of the Church – its property and all that belongs to it of a material nature – may be used only in purposes and in ways consistent with the Church’s sincerely religious beliefs and doctrines as reflected in Holy Scripture, the Tradition of the Church, the Holy Canons of the Church, and encyclicals of our Holy Synod defining our faith, morals, and doctrines. The facilities of the Church may, in the sole discretion of the Church, be made available for us by other parties for activities consistent with the sincerely held religious beliefs of the Church and upon conditions established by the Parish Priest and The Parish Council under guidelines approved by the diocesan bishop. Under no circumstances will such activities include those contrary to and incompatible with the sincerely held religious beliefs of the Church, including, but not limited to, events, services, or receptions related to non-orthodox sacraments (including weddings between persons of the same sex related receptions), non-Orthodox worship services, and partisan political activities.

1. DESCRIPTION OF EVENT

The following represents the rental agreement (“Agreement”) between the Church and the Tenant for the Tenant’s use of the Hall for an event (the “Event”) described as follows:

Tenant

Contact:

Name: _____

Street Address: _____

City, State, Postal Code: _____

Phone Number: _____

Email Address: _____

Name/Type of Event: _____

Date of Event: _____

Start Time of Event: _____

End Time of Event: _____

2. RENTAL FEE

The rental fee is \$750 (“Rental Fee”). This includes a custodial service for set-up and clean-up. Total Rental Fee is due no later than seven (7) calendar days prior to the Event date or the Church will deem the Event cancelled by the Tenant.

3. SECURITY DEPOSIT

In order to reserve the Hall, the Tenant must make a down payment refundable Security Deposit of \$250 (“Security Deposit”) to the Church at the time of the reservation (execution of this Agreement). The Security Deposit is in addition to the Rental Fee. If the Security Deposit has not been received by the due date, the Church will deem the event cancelled by the Tenant.

Within ten (10) days of the conclusion of the Event, the Security Deposit will be returned to the Tenant if there is no damage to the Parish Hall, its contents or the Church grounds, and all the requirements of the Agreement are met by the Tenant to the satisfaction of the Church. The inspection will take place before the Tenant leaves.

Tenant is liable for all damage to the Parish Hall or Church Property incurred during the rental period, even if such damage exceeds the \$250 Security Deposit. Upon demand from the Church, the Tenant shall immediately pay the Church the cost to repair any damage in excess of the Security Deposit.

Furthermore, non-compliance with of the regulations listed in this Agreement may result in the loss of some or all of the Security Deposit. The Church retains the right to use the security deposit toward any additional fees, including but not limited to: overtime, cleaning services, etc. Please see Facilities Addendum for additional guidelines.

4. METHOD OF PAYMENT

All payments (rental deposit, rental fee and security deposit) must be paid in cash or check made payable to St. George Orthodox Catholic Church. If the check is denied, then a \$25 fee will apply.

5. EVENT SET-UP

At least seven (7) days prior to the rental date, the parties must mutually agree to the set-up, which includes such matters as the exact amount of people, number of tables and chairs, head table arrangements, cake/gift/buffet/DJ table placements or any other requirements needed for the event.

6. RENTAL PERIOD

Hall access for the purpose of decorating and food preparation is limited to the day of the Event beginning at 9:00 AM. Any other access must be arranged in advance by mutual agreement between the Tenant and the Church. Such additional access may entail an additional fee. The Tenant hereby agrees that the Hall rental period shall not exceed seven (7) hours of party time and that the Hall rental period terminates at 10:00 PM. All activities on the property must cease at 10:00 PM. All décor and other items brought to the Hall by the Tenant must be removed at this time and the premises (including parking lot) must be vacated by 10:30 PM. If the premises are not vacated by 10:30 PM, then \$25 will be charged for tardiness. The final dollar amount will be subtracted from the security deposit. If the security deposit is insufficient to cover this additional fee, the Tenant remains responsible for the overage.

7. RULES, RESTRICTIONS, AND REQUIREMENTS

If the Tenant violates any of the use restrictions ("Restrictions") in this Agreement, the Church reserves the right to cancel the Event and this Agreement immediately and at any time, including during the Event. Violation of any Restrictions during the Event will be deemed a cancellation of this Agreement by the Tenant. Cancellation due to a violation during the Event will result in removal of the guests from the Church property at the option of the Church and forfeiture of the Security Deposit.

The Church reserves the right to add rules, restrictions, and requirements, in addition to those listed below, to use of the Hall from time to time in its sole discretion. Any additional rules and regulations shall be shared promptly with the Tenant and are hereby made a part of this Agreement.

A. ALCOHOLIC BEVERAGE CONTROL LIQUOR PERMIT

No Sale of Alcohol: Sale of alcoholic beverages is strictly prohibited on Church Property at all times.

Serving Alcohol: Only beer and/or wine can be served. Under no circumstances is hard liquor to be served or consumed on Church Property. No alcoholic beverages are to be consumed outside of the Hall on Church Grounds. No alcoholic beverages are to be served or consumed by people under 21 years of age.

If the Tenant intends to serve beer and/or wine at the Event, it shall obtain any licenses or permits required under applicable law to do so, and Tenant must provide the Church a copy of the applicable License or Permit from the New York Department of Alcoholic Beverage Control not later than five (5) days prior to the event.

Tenant shall indemnify and hold harmless the Church from any and all liability arising from Tenant's serving of alcoholic beverages at the Event.

B. HALL CAPACITY

The maximum number of attendees allowed in the Hall is 150. This applies to all activities, including but not limited to receptions, fitness activities, and community events.

Tenants are responsible for directing their attendees to remain within the Hall during the Event. Other areas of the Church not specifically listed in this agreement are not to be entered by the Tenant or attendees of the Event.

C. SECURITY GUARD

If the Event has more than 50 attendees, the Tenant must hire a licensed security guard and provide documentation to Church.

D. NOISE LIMITS

During the Event, music volume must be such that it does not disturb the residents in the neighborhood. Specifically, music from the Event cannot be heard more than 100 feet from the Hall. In this residential area, there is a noise curfew that prohibits any disrupting noise after 10:00 PM, at which time the music must stop, and the Event must end (see item 6 above).

E. SMOKING

Smoking is not permitted in the Hall or on church property (this includes, cigarettes, e-cigarettes, vapes, marijuana).

F. EQUIPMENT AND DÉCOR

Any Tenant who needs decorations/equipment (“Personal Property”) for the Event, is responsible for bringing all such items into the Hall and immediately removing all Personal Property from the Church upon the completion of the event. The Church is not liable for any damage to the Tenant’s Personal Property.

The Tenant may, with the prior written consent of the Church, rent chairs, tables or other equipment other than those already present in the Hall for the Event. The Tenant shall be solely responsible for use of any such third party rentals and shall promptly remove any such additional chairs, tables or other equipment at the end of the Rental Period unless other arrangements have been made with the Church.

The only decorations permitted in the Hall are those which may be placed on the floor, on the walls or on the tables. Scotch tape, nails, tacks or staples are not permitted to be used for any decorating purposes on walls, tables, ceiling tiles, grid work or wood work. Only removable masking or decorating tape may be used for decorating. The Tenant shall not hang, tape or suspend decorations from the walls or ceilings of the Hall unless authorized by the Church. It shall be Tenant’s responsibility to promptly remove all decorations upon conclusion of the Event.

The use of any dancing powders, glitter, fireworks or sparklers is prohibited. No heavy items causing marring or scratching are permitted to be dragged across the floor. No stages may be set up in the Hall. All balloons must be securely fastened, no free floating balloons in or out of Hall.

G. KITCHEN FACILITIES

The Tenant and Caterer must leave the kitchen and serving areas in the same condition as (s)he finds it. This includes the cleanliness of the stovetop and ovens, griddle, sinks, tables, countertops, cooler, floor, refrigerator, etc. The Tenant and Caterer are to remove all trash from the premises upon completion of the planned event. All garbage must be securely bagged in the provided bags of adequate strength as to be unbreakable, not leaking, not too heavily packed, and then placed in the kitchen hallway for placement in the blue garbage totes outside of the hall following inspection after the event. All cardboard and recycling is to be placed in the kitchen hallway for placement in the green garbage totes outside of the hall following inspection after the event.. All Tenant(s) are to clean the kitchen countertops, work areas, range top and kitchen floor. All Tenant(s) are to remove all items from all spaces used, including trash, prior to leaving the premises. For additional information, please see the Facilities Addendum included with this contract.

H. PARKING AREA

The use of the two parking areas is included in the fee charged for the Event. All vehicles must vacate the Church parking lot at the close of the Event, 10:00 PM (see item 6 above).

8. CANCELLATION

Tenant acknowledges that if it cancels or otherwise abandons its planned use of the Hall prior to the time of the Event, this action constitutes a breach of Tenant's obligation to the Church, and the Church is harmed. In the event of cancellation by the Tenant one (1) month prior to the Event, the rental deposit (\$250) minus \$100.00 liquidated damages will be returned, but only if the Hall is re-rented for that particular day. The Tenant would therefore receive \$150. If the Hall is not re-rented for that day, then the whole rental deposit (\$250) will be forfeited as liquidated damages. Provided that Tenant pays such liquidated damages, the Church agrees not to seek additional damages from Tenant relating to the Cancellation.

The Church shall undertake all reasonable efforts to re-rent the Hall. Should the Church re-rent the Hall, the Church will refund the rental deposit less the liquidated damages (\$100) within seven (7) days after the event date.

To avoid all doubt, this liquidated damages provision pertains only to cancellation by the Tenant prior to the Event. If the Tenant breaches this Agreement by violating any restrictions during the event, the Tenant is liable for actual damages notwithstanding this provision.

In the event of cancellation by the Church, a full refund will be issued to the Tenant.

9. FORCE MAJEURE

The performance of this Agreement by either party is excused if it is prevented or prohibited by any event outside that party's control, including, but not limited to, Acts of God, war, terrorism, government regulation, natural disaster, fire, storm, earthquake, flood, labor disputes or strikes, civil disorder, epidemics. This Agreement may be terminated for any one or more of such reasons by written notice from one party to the other. Should a Force Majeure event occur and Tenant be forced to cancel the Event, all deposits and monies received to date by Church will be refunded in full to Tenant at the time of cancellation, notwithstanding paragraph 10 above.

If a Force Majeure event occurs, neither party shall be liable to the other for any regular or special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages

10. HOLD HARMLESS

To the fullest extent permitted by law, Tenant will, at its expense, indemnify, defend, and hold Church and its affiliates, and their respective representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, damages, losses, judgments, amounts agreed upon in settlement, costs, and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees with interest and disbursements) arising out of, relating to, or in connection with, in whole or in part:

A. Tenant's Event

- B. any act or omission, or alleged act or omission, of Tenant, or any of its vendors, or their respective employees, agents, representatives, contractors, and the like (collectively, the "Tenant Parties")
- C. any breach of this Agreement by Tenant
- D. Tenant Parties' noncompliance with applicable law, code, rule, regulation, or order
- E. any damages to the Church building, its contents, and/or the Church grounds, and any claim or action, or threatened claim or action, made for bodily injury, sickness, or disease, including death, by anyone, or for damage to property resulting from any act or omission or alleged act or omission by any of the Tenant Parties.

Tenant will further indemnify the Indemnified Parties against any and all costs and fees (including, without limitation, reasonable attorneys' fees with interest and disbursements) incurred by the Indemnified Parties in connection with any investigation or the preparation related thereto or in the enforcement of the indemnity and insurance obligations under this Agreement. The Indemnified Parties are entitled to reimbursement of their attorneys' fees and expenses from the inception of the loss, damage, claim, or demand and not from the date of tender. The indemnity contained herein will be in addition to and not in limitation upon any rights of common law indemnity.

11. COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and zoning variances. Church and Tenant agree to cooperate with each other to ensure compliance with such laws.

The Tenant shall at all times comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

12. CHOICE OF LAW

This Agreement shall be governed and interpreted in accordance with the law of the State of New York without reference to the conflict of laws, provisions of that state. Only the federal and New York State courts in Erie County, New York shall have jurisdiction over this Agreement and any controversies arising out of this Agreement. The parties hereto hereby submit to the jurisdiction and venue of such courts.

13. ASSIGNMENT

Tenant shall not assign or otherwise transfer this Agreement without the Church's prior written approval. Any purported assignment or transfer in violation of this Section shall be void.

14. LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement or the event is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

15. ACCEPTANCE

Church and Tenant have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

16. SIGNATURES

Name of Tenant (Please Print)

Date _____

Signature of Tenant

Signature of Parish Priest or Authorized Parish Officer of St. George Orthodox Catholic Church

Date _____

PAYMENT SCHEDULE

Total Payment to rent the hall: \$1000.00

- Security Deposit is due when the contract is signed - \$250.00
- Remaining balance of \$750.00 is due one (1) week prior to the date of the rental

Rental Period: 9:00 AM to 10:00 PM and must vacate property by 10:30 PM

If the renter wants to come in the night before to set up or bring items, there is a \$75.00 fee for 2 hours.

If the renter would only like to rent the hall for a few hours, please refer to the below rate schedule:

6 hours or less – rental fee of \$500.00 with \$100 security deposit (\$600 total)

TOTAL NUMBER OF ROUND TABLES: 18

TOTAL NUMBER OF RECTANGLE TABLES: 13

TOTAL NUMBER OF CHAIRS: 150

TOTAL HALL CAPACITY: 150



St. George Orthodox Church

2 Nottingham Terrace - Buffalo, NY 14216

www.stgeorgehall.com - (716) 875-4222

V. Rev. Jason Vansuch, Parish Priest

+++++

FACILITIES ADDENDUM TO HALL RENTAL AGREEMENT

Per the contract agreement between _____ and St. George Orthodox Church, the event must end at 10:00 PM and all individuals must vacate the hall and church grounds by 10:30 PM. The Tenant/Caterer must leave the kitchen and serving areas in the same condition as they found it. This includes the following areas:

1. **Refrigerators** – please remove all food/beverages and clean refrigerator.
2. **Stove/Oven/Griddle/Dishwasher** – must be turned off and cleaned.
3. **Sinks** – rinsed out and cleaned.
4. **Countertops** – Wiped down and cleaned.
5. **Garbage** – all garbage (debris, food, etc.) from the hall and parking lot area must be
6. securely placed in the provided garbage bags and placed in the kitchen hallway for placement in the blue garbage totes outside of the hall following the event.
7. **All cardboard/Recycling** (cans/bottles from the hall and parking lot area) is to be broken down and placed in the kitchen hallway for placement in the green garbage totes outside of the hall following the event.
8. **Tables and Chairs** – These do not need to be taken down or put away. Please wipe them down and clean them.
9. **All Rental Equipment** – please remove from Parish Hall/Church Grounds at the end of the event with the exception of any previous written arrangement between Renter and The Church.
10. **Restrooms** – please remove all garbage and make sure they are clean.
11. **Decorations must be from Walls and Doors and will be inspected for any damage.**

Name of Tenant (please print) _____ Date _____

Signature of Tenant

Signature of Parish Priest or Authorized Parish Officer of St. George Orthodox Church

Date _____

If you have any questions or if you are going to vacate the Parish Hall early, please contact:



St. George Orthodox Church

2 Nottingham Terrace - Buffalo, NY 14216

www.stgeorgehall.com - (716) 875-4222

V. Rev. Jason Vansuch, Parish Priest

+++++

FACILITIES ADDENDUM TO HALL RENTAL AGREEMENT

On the day of the event, St. George Orthodox Church and "The Tenant" will conduct a walk-through and inspect the following areas to ensure that everything is in proper order. Following the event, another walk-through will be conducted to ensure that the Tenant/Caterer leave the hall, restrooms, kitchen and serving areas in the same condition as they found it. This includes the following areas:

	<u>BEFORE EVENT</u>	<u>AFTER EVENT</u>
Refrigerators	_____	_____
Stove/Oven/Griddle/Dishwasher	_____	_____
Sinks	_____	_____
Countertops	_____	_____
Garbage Cans	_____	_____
All cardboard/Recycling Bins	_____	_____
Tables and Chairs	_____	_____
All Rental Equipment	_____	_____
Restrooms	_____	_____
Walls and Doors	_____	_____

Name of Tenant (please print) _____ Date _____

Signature of Tenant

Signature of Parish Priest or Authorized Parish Officer of St. George Orthodox Church

Date _____

If you have any questions or if you are going to vacate the Parish Hall early, please contact: