

# ST. MICHAEL ROMANIAN BYZANTINE CATHOLIC CHURCH

609 N. Lincoln Avenue, Aurora, IL 60505

630-897-8115

## RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is by and between **St. Michael Romanian Byzantine Catholic Church** (the "Owner"), whose business address is 609 N. Lincoln Avenue, Aurora, IL 60505, and \_\_\_\_\_ (the "Renter,"), whose address is \_\_\_\_\_ (collectively, the "Parties").

WHEREAS, Renter wishes to use the Church Hall and the attached Kitchen, located in the basement of St. Michael Romanian Byzantine Catholic Church (collectively, "the Hall") for a private gathering ("the Event").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**Space Rental.** Owner hereby grants to Renter a limited and revocable license to use the Hall only on the following date(s): \_\_\_\_\_ ("Event Date"), and only during the following hours : \_\_\_\_\_ ("Event Hours").

Renter shall not have access to the Hall at any time other than during the Event Hours on the Event Date, unless Renter receives prior written permission from Owner. **RENTER MAY USE THE HALL THE DAY BEFORE TO SET UP FOR THE EVENT.**

**Capacity.** Renter understands that the maximum **capacity of the Hall is 250** people and will not exceed this limit.

**Deposit.** A \$100 (One Hundred US dollars) **non-refundable deposit is due upon the execution of this Agreement.** Payment may be made by cash or check (made payable to St. Michael Church).

**Rental Fees.** Renter shall pay to Owner a **total fee of \$500** (Five Hundred US dollars) (the "Rental Fee") for the use of the Hall. **Rental Fee (minus Deposit) is due on the day of the Event.** Payment may be made by cash or check (made payable to St. Michael Church).

**Cancellation.** Any cancellations by Renter will result in forfeiture of the deposit.

**Condition of Premises.** The Renter agrees to accept the Hall in its "as-is" condition "with all faults." The Owner makes no warranty to Renter regarding the suitability of the Hall for Renter's intended use. Renter shall leave the Hall in the same or similar condition as when Renter entered. **Renter shall be responsible for all clean-up of Hall. Renter shall be responsible for any damage caused to the Hall beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage.** In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

**Facility Accommodations.** The Renter will have access to all available tables and chairs, as well as all kitchen appliances (refrigerators, gas ranges/ovens, dishwashers), pots, pans, serving trays, dishes, metal utensils, hot/cold water and electricity. **The Renter shall supply its own disposable plates, napkins, utensils and may not use church supplies.**

**Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses (Alcohol license (if selling alcohol on the premises), Event license and Alcohol Sellers and Servers Training), or other forms of permission necessary to use the Hall in a lawful manner. Renter shall not use the Hall in any manner that would violate local, state or federal laws or regulations. **Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Hall.** Call the City of Aurora for more information on required alcohol licenses (website: <http://www.aurora-il.org/>).

**Interference.** Renter shall use the Hall in a manner which shall not cause interference with the use or occupancy of the other portions of the building by Owner or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Owner in maintaining the building.

**Conduct.** **There is absolutely no drug use or smoking of any kind tolerated INSIDE premises at any time during the Event.** Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of the Owner or its agents or representatives shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

**Indemnification.** The Renter shall indemnify, defend and hold harmless Owner, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage to any property or any injury caused to any person (including death), expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of or in connection with any act or **neglect** by Renter, its agents, employees, contractors, invitees, representatives, in, on or about the Hall. This indemnity shall survive the termination of this Agreement. Renter hereby releases Owner from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

The Renter shall indemnify, defend and hold harmless Owner, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage to any property or any injury caused to any person (including death), expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of the **sale or service of alcohol** at the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

Furthermore, the Renter shall indemnify, defend and hold harmless Owner, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage to any property or any injury caused to any

person (including death), expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of or in connection with the Renter's use of the Hall, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

**Insurance.** It is required that the Renter procure private event insurance for the day of the event. Proof of insurance is due at the time the contract is executed.

**Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**Assignment and Sublicensing.** Renter shall not assign any interest in this Agreement or otherwise transfer or sublicense the Hall or any part thereof or permit the use of the Hall to any party other than the Renter.

**Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OWNER: St. Michael Romanian Byzantine Catholic Church**

By: \_\_\_\_\_  
Fr. Aurel Pater (Pastor)

By: \_\_\_\_\_  
Christopher Meyer (Chairman, Stewardship Advisory Committee)

**RENTER:**

\_\_\_\_\_  
Printed Name(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Driver's License Number(s)