## All Saints' Episcopal Church Post Office Box 2626 Thomasville GA 31799-2626 PARISH HALL RENTAL AGREEMENT

This agreement is made and entered into this \_\_\_\_day of \_\_\_\_\_, \_\_\_between All Saints' Episcopal Church, 443 South Hansell Street, Thomasville GA 31792, hereinafter referred to as Owner, and \_\_\_\_\_\_, hereinafter referred to as Renter. \_\_\_\_\_\_In consideration of payment in advance by Renter of the stated fees, Owner hereby authorizes and permits Renter the use and possession of the premises for the term described herein and Renter agrees to use and possess the premises for the purpose and term described herein on the following terms and conditions:

Date of Use: \_\_\_\_\_ Time of Use: Begin: \_\_\_\_\_ End: <u>11:00 P.M.</u>

(The function must end by 10:00 P.M. at the latest.)

I. Facility area to be used: <u>All Saints' Episcopal Church Parish Hall, 443 South Hansell Street, Thomasville GA</u> 31792

II. Purpose of Use:\_\_\_\_\_

- III. Number of People \_\_\_\_\_\_, You may not exceed this number. The maximum capacity of the hall is 125.
- IV. FEES:

## V. <u>TERMS & CONDITIONS:</u>

1. Renter agrees to obey and comply with all applicable Federal, Thomas County and City of Thomasville laws and regulations pertaining to the use of such facilities.

2. Renter shall use the Parish Hall softly for the purpose and function stated above.

The hall will be made available to Renter for set-up at \_\_\_\_\_\_ on the scheduled date of use. Renter is permitted an additional hour past the stated ending *time* for clean-up. NO PERSONS SHALL BE ON THE PREMISES AFTER 11:00 p.m., All persons who are attending the function, who are not part of the clean-up crew, shall leave the premises by 10:00 p.m. or the time the function is to end according to this contract, whichever is latest.

3. Upon expiration of the rental term, Renter agrees to surrender the property to Owner in good order, condition and repair; reasonable use, wear and tear, and Acts of God excluded.

4. This agreement shall not be assigned and/or sublet, in whole or in part.

5. Renter shall not permit any alteration of the premises that cannot be removed or that would cause holes or other damage to the property or walls upon removal. Specifically, Renter shall not drive any nails, tacks, pins or any other objects into the floors, walls, ceiling and partitions. Renter shall not use any tape on ceilings. Renter shall not, in any manner, move any fixture in the hall, or make any alterations or changes to the structure or property. Before the time the rental term ends, Renter shall remove all decorations, displays, and equipment used; return all tables and chairs to their proper place *as* per instructions, *and* leave the property in the same condition as it was in at the commencement of the rental time.

6. Owner shall supply normal utilities for the use of said premises. Renter shall not use any equipment that would exceed ordinary electrical service.

7. Renter shall indemnify and save harmless Owner, and its agents and employees against any claims arising due to Renter's use of the property, or arising from arty act or negligence of Renter, or any agent employee, guest or invitee of Renter and from all costs, attorney's fees, expenses and liabilities related to such claim. In any case,

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action or proceeding brought against Owner by reason of any such claim, Renter upon notice from Owner shall defend the same at Renter's expense by counsel reasonably satisfactory to Owner, Renter as a material part of the consideration to Owner hereby assumes all risk of damage *to* property or injury to persons, in, upon or about the Premises, from any other cause other than Owner's negligence, and Renter hereby waives all claims in respect thereof against Owner. Owner or *its* agents shall not be liable for loss or damage to any property of Renter, or Renter's employees, agents, guests and invitees, by theft or otherwise, nor for any injury to or damage to persons or property unless caused by or due to the negligence of Landlord, *its* agents, servants or employees.

8. Deposit shall be paid immediately upon booking the date. All fees, including rent and deposit, shall be paid in full no later than 10 days prior to the scheduled date of use. The deposit will be refunded by mail to the person listed on this contract approximately 10 days after the date of use.

9. In the event of cancellation by Renter 10 days or more prior to the scheduled date of use, all money paid shall be refunded to Renter. In the event of cancellation by Renter less than 10 days prior to the scheduled date of use, Renter shall pay a cancellation fee of \$50.

10. THERE SHALL BE NO DRINKING OR EATING EXCEPT IN THE HALL. A breach *of* this provision may result in the forfeiture of the full deposit.

11. Serving beer, wine or champagne is permitted Hard liquor is prohibited; Beer shall be served only in cans and not from kegs. Renter shall not serve liquor to visibly intoxicated persons. Renter assumes all legal liability for the serving of alcohol.

12. The use of bird-seed is acceptable outside the building, but not inside. The use of rice is prohibited.

13. All trash and garbage must be placed in the dumpster outside of the kitchen door.

14. There shall be no more than 125 guests allowed (children included) in the hall at all times.

15. *If* Renter breaches any provision *of this* contract, *Renter* shall pay the cost incurred by the Owner for such breach. The parties agree that if the Renter fails to *clean the* hall pursuant to the instructions Renter shall be charged \$100 or the cost of cleaning, whichever is greater. If any action is required to enforce this contract, Renter shall pay all collection costs, including attorney's fees and costs, incurred by Owner.

16. All Saints' building and grounds are a NO-SMOKING facility. A breach of this provision will result in the forfeiture of the full deposit.

16. IF ALL PERSONS HAVE NOT LEFT THE PREMISES, INCLUDING THE PARKING LOT, BY THE TIME SET FORTH IN THIS CONTRACT, RENTER WILL BE CHARGED 50.00 EVERY 15 *MINUTES* AFTER THE TIME RENTER AGREED TO VACATE.

By signing below, Renter certifies that he/she understands and agrees to all of the terms and conditions of this agreement, and acknowledges receipt of a copy of the same. This contract is not binding until signed by all parties. All persons signing as Renters acknowledge that they are jointly and severally liable for performing the contract.

Renter's Printed Name

Renter's Signature

Renter's Address (No P.O Box)

Phone Numbers (Home and Cell)

Approved Signature /All Saints' Episcopal Church

Date