

St Teresa of Avila Church
1878 Abbe Road
Sheffield Village, OH 44054
Rectory Phone: 440-934-4227
Rectory FAX Line: 440-934-4500

FACILITIES USE AGREEMENT

ST TERESA OF AVILA CHURCH (hereinafter "**Licensor**") agrees to allow the use of the facilities located at 1864 ABBE ROAD, SHEFFIELD VILLAGE, OH 44054.

And known as: THE PARISH LIFE CENTER (hereinafter "**Premises**")

To: Name: _____ (hereinafter "**Licensee**")
Address: _____ City: _____ State: _____ Zip: _____
_____ Telephone: Home: _____ Cell: _____
Premises to be used on: _____ beginning at _____ and ending at _____.
Purpose and Type of Event: _____.

The Total Amount payable to Licensor prior to beginning of event shall be \$ _____.

NOTE: This Total Cost includes a \$ _____ Rental Fee, a \$ _____ [Refundable] Damages Deposit, and a Kitchen Fee of \$ _____.

*Rental fees are based on the number of guests expected to the event: \$300 for less than 100 guests and \$550 for 100 - 200 guests. If the total number of guests exceeds your estimate you will be charged accordingly.

TERMS

In consideration of the use of the Premises, Licensee agrees:

1. Licensee shall pay Licensor a **non-refundable Booking Deposit** of \$100.00 as part of the total cost. NOTE: PAID on _____.
2. To pay the balance of the Total Cost of _____ upon execution of this agreement (5 business days prior to the event). **A seating plan must also be submitted at the time of final payment.**
3. Maximum capacity of the Premises is 200 and Licensee agrees to comply with the capacity restrictions of the Premises. Total number of guests expected is _____.
4. Set up for the event must take place on the day of the event no earlier than 8:00 a.m. All events must conclude by Midnight and the premises vacated by 1:00 a.m. Time of set up must be submitted with the seating plan.
5. Licensor agrees to grant to Licensee a license to use the Facility described above ("Facility") at the specified date and times and for the specified event. Lessee shall not use, or permit the Leased Premises to be used, in any manner that is contradictory to the teachings or mission of the Roman Catholic Church, that promotes the espousal of

any particular belief or viewpoint that is contradictory to the teachings of the Roman Catholic Church as determined by the Bishop of Cleveland, or that is otherwise injurious to the reputation of St. Teresa of Avila Church, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland.

6. To observe all city, village, county, state and federal laws and ordinances, including but not limited to, fire, health and safety requirements. Any penalty or fine assessed against Licensor for violation of such ordinances or laws for the use of the Premises by Licensee under this Agreement will be charged to Licensee. **Additionally, the Premises is strictly a NO-SMOKING Facility and the Licensee needs to make patrons, guests, friends, invitees, licensees, or others whom the Licensee permits to come on the Premises aware of this fact.**
7. That Licensee is solely liable for any theft or damage to the Premises or property, or both, arising from the negligence of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others whom the Licensee permits to come on the Premises. Lack of supervision of such persons who remain on the Premises shall be considered as negligence. Licensee also shall use caution in decorating Premises so as not to damage the Premises and shall not tape or affix any decorations to any surfaces on the Premises. **NO MYLAR OR HELIUM FILLED BALLOONS PERMITTED.** Prior to the granting of access for the event, Licensor will grant one additional access to the hall for set-up purposes. Licensee may not leave hall unattended during periods of set-up or events. Use of Hall appliances, equipment, implements is prohibited unless permission is given by Licensor.
8. Licensee acknowledges and agrees that the Licensor is allowing the use of it Facilities ONLY, and is neither a sponsor of nor a participant in the use or event.
9. Licensee agrees to observe all laws, regulations, and ordinances of any kind, including but not limited to, fire, health and safety requirements. Licensee agrees that any penalty or fine assessed against the Licensor as a result of Licensee's violation of such laws, regulations, and ordinances will be charged to Licensee and that Licensee shall be solely responsible for the payment of such penalty or fine.
10. Licensee agrees not to serve or sell alcohol at the event without the prior permission of the Licensor.
11. Regarding the possession, sale, or distribution of alcohol, Licensee acknowledges the following:
 - a. Ohio law prohibits the serving of alcohol free of charge by Licensee unless all of the following are true:
 - i. Licensee's event is by invitation only or is open only to a limited and definable group of people.
 - ii. Attendance and participation in Licensee's event is completely free of charge.
 - iii. Licensee is providing the alcohol to the participants and invitees free of

charge.

- b. Ohio law requires all of the following if alcohol is to be sold by Licensee:
 - i. Licensee must be eligible to obtain and must in fact obtain a temporary liquor permit for the sale of alcohol.
 - ii. Licensee must purchase all of the alcohol to be sold at the event from a wholesale brewer or distributor and not from any retail outlet.
 - iii. Licensee must sell all alcohol by the drink at ten percent (10%) or more above the wholesale purchase price.
 - iv. Licensee may not serve an unlimited number of servings of alcohol for a fixed price.
 - v. Licensee may not give away gifts (e.g. door prizes) in conjunction with the sale or advertising of alcohol.
 - vi. Licensee must stop selling alcohol at 1:00 a.m.
- c. Licensee acknowledges that B.Y.O.B. EVENTS ARE PROHIBITED BY OHIO LAW.

12. Insurance:

- a. The Licensee agrees that Licensee and Licensee's officers, directors, employees, volunteers and agents shall be fully insured with the following coverage forms, limits and policy endorsements:
 - i. If no alcohol is to be sold or served, Commercial General Liability insurance with a combined single limit of not less than \$500,000.00, per occurrence (\$1,000,000 if liquor is to be served).
 - ii. If alcohol is to be sold or served, Commercial General Liability, with Liquor Liability coverage, with a combined single limit of not less than \$1,000,000 per occurrence.
- b. Licensee's insurance shall provide coverage for both bodily injury, including death and property damage, and shall cover the use and occupancy of Premises, its operations and completed operations.
- c. Licensee's insurance shall be obtained from a carrier rated at least "A" by A.M. Best Company and licensed in the State of Ohio.
- d. Licensee's policy shall provide as follows:
 - i. Name as Additional Insured the Licensor, the Roman Catholic Diocese of Cleveland, and the Bishop of the Roman Catholic Diocese of Cleveland.
 - ii. Provide that the insurance shall be primary payer insurance and not

contributory to any other insurance available to the additional insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against who claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

- iii. Provide that Licensor shall be given advance written notice of the cancellation, non-renewal or reduction in coverage.
 - e. Licensee shall provide to Licensor a Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Licensor no later than five (5) days prior to the event.
13. In lieu of obtaining the requisite liability coverage from an insurance company as set forth above, Licensee may obtain the necessary coverage by purchasing "Special Events Liability Insurance" coverage from the Diocesan Insurance Office through the Licensor. Liquor liability coverage, however, for events at which liquor is sold or at which liquor is served and an admission fee charged is not included in this "Special Events Liability Insurance" and cannot be obtained through the Diocesan Insurance Office.
 14. Licensee agrees to keep the Premises in neat order and shall be responsible for all set-up requirements, all clean-up, and the removal of waste from the Facility. Licensee agrees to deposit all waste in the dumpster or receptacle designated by Licensor.
 15. Licensee agrees that Licensee shall be solely liable for any theft of or damage to the Facility or Licensor's property, real or personal, arising from the negligent or tortious acts or omissions of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others permitted on the Premises by Licensee. Licensee acknowledges and agrees that lack of supervision during the event shall per se constitute negligence for purposes of this Agreement.
 16. Licensee also shall use caution in decorating the Facility so as not to cause damage and shall not tape or affix decorations to painted or plastered surfaces.
 17. Licensee shall be solely liable for any and all injuries, regardless of type, which may be suffered by Licensee while utilizing the Premises.
 18. Licensee agrees to indemnify, discharge, release, defend and hold harmless the Licensor, Licensor's employees, the staff of Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Catholic Diocese of Cleveland, and their respective successors and assigns, from all debts, claims, demands, costs, judgments, damages, actions, causes of action, and expenses (including but not limited to attorney's fees) which Licensee, Licensee's patrons, guests, invitees, clients, friends, or others whom Licensee permits to come upon Licensor's premises, may now have or may hereafter have that arise out of Licensee's use of Licensor's Facility and premises and Licensee's activities pursuant to this Agreement, regardless of whether such are for bodily injury, death, theft, property damage, or any other cause whatsoever.
 19. Licensee shall provide and be responsible for adequate and appropriate police and security guard protection to maintain law and order during its use of the Premises under

this Agreement.

20. Licensee agrees to follow any and all further instructions, rules and regulations provided by Licensor concerning use of the Facility and Licensor's premises.
21. Licensee agrees to set up no earlier than the start time listed above and to be out and have the Facility and premises secured, cleared of debris, cleaned and lights out by the end time listed above.
22. The undersigned agrees to the foregoing on behalf of himself/herself personally and the organization he/she represents, if Licensee is not an individual.
23. The undersigned further warrants that the Licensee, if not an individual, is duly organized or qualified under the laws of the State of Ohio and is qualified to do business in the State of Ohio.
24. If Licensee is not an individual, the undersigned warrants and represents that he/she is authorized to sign and execute this Agreement on behalf of Licensee and that evidence of such authority will be provided to Licensor upon request.
25. Licensee agrees that failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.
26. Licensee agrees that Licensor reserves the right to terminate this Agreement for any reason or no reason. Licensee agrees that in the event that the Licensor terminates under this Section of the Agreement, Licensee's damages shall be limited to a return of any and all deposits.
27. This Agreement and the times specified herein shall not be modified unless in writing and signed by Licensor.
28. This Agreement represents and contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on this ____ day of _____, _____.

LICENSOR

LICENSEE

By: _____

By: _____

Print: Rev. Fr. Edward J. Smith

Print: _____

Title: Pastor

Title: _____