

## DIOCESE OF FORT WORTH RENTAL AGREEMENT FOR USE OF PARISH/SCHOOL FACILITIES

THIS (“**Rental Agreement**”) is made and entered into by and between \_\_\_\_\_ St. Peter’s Church \_\_\_\_\_ (name of the diocesan organization), which is a part of the Diocese of Fort Worth (the “**Diocese**”), hereinafter referred to as (the “**Parish**”), and \_\_\_\_\_ RENTER \_\_\_\_\_, (name of the person or organization renting the facility) hereinafter referred to as (the “**Renter**”). The parties agree that the rental of the facility hereinafter identified shall be on the following terms and conditions.

1. **Facility Rental.** The Parish agrees to rent to the Renter, the Centennial Hall, (identify the facility) hereinafter referred to as (the “Facility”), to be used by the Renter solely for \_\_\_\_\_ EVENT NAME \_\_\_\_\_, (state the purpose of the rental of the Facility) on (date & time): \_\_\_\_\_ DATE \_\_\_\_\_ from \_\_\_\_\_ 3:30 \_\_\_\_\_ p.m. to \_\_\_\_\_ 11:00 \_\_\_\_\_ p.m. (the “Rental Period”). The hall is reserved for the use of the lessee beginning on the Wednesday preceding the event. During this time, the lessee may access the hall as needed to decorate and set up for the event. **An exception to this policy is made on the first Wednesday of each month; on this day lessees may not decorate after 5:00 p.m. to allow the Knights of Columbus to hold their regular meeting.** The lessee must finish cleaning the Hall by 10:00 a.m. on the Monday following the event. The hall is equipped with enough tables and chairs to seat 600, the Hall’s legal capacity limit.

2. **Security Deposit.** A charge of three hundred dollars (\$ \_\_\_\_\_ 300 \_\_\_\_\_ .00) shall be paid by the Renter to the Parish/School in order to hold the Renter’s requested date. This amount is also a security deposit. The three hundred dollars will be applied to cover the cost of damage to any part of the Facility, including all equipment, furniture, and other items belonging to the Diocese and any extraordinary clean-up cost. **It will also be kept if any of the rules in this contract are broken.** The unused portion of the security deposit will be refunded to the Renter after any deductions for damage or extraordinary clean-up cost have been deducted by the Parish.

3. **Rental Fee.** The rental fee for the Facility is \_\_\_\_\_ AMOUNT \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ 00.00 \_\_\_\_\_), which shall be paid to the Parish prior to one (1) month in advance of the rental date by the Renter, which is the \_\_\_\_\_ DATE \_\_\_\_\_. The failure to timely pay the rental fee and the security deposit shall immediately terminate the rental of the Facility to the Renter. The Centennial Hall rates are as follows:

- A. Parishioners- \$800.00  
Defined as: “A person who is a registered member of St. Peter’s Church, or a child of said person.”
- B. Non-Parishioners- \$2500.00  
Defined as: “A person who is a registered member at another Parish.”
- C. Non-parish-related Organizations- \$1000.00

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**Initial**

4. **Liability Insurance.** The Renter may provide a certificate of insurance to the Parish, which provides evidence of general liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence. The Bishop of the Diocese, the Diocese, and the Parish are to be named as “Additional Insureds” on the Renter’s general liability policy. The certificate of insurance shall state that the Renter’s liability insurance policy will be primary in the event of a covered claim or cause of action against the Bishop of the Diocese, the Diocese, and the Parish. If the Renter is unable to provide the Parish with a certificate of insurance user agrees to apply to Special Events Coverage at cost of **\$95.00** per event. To be in accordance with the liability insurance the following are not allowed:

- A. No open, unprotected flames are allowed in Centennial Hall, including taper or pillar candles, tiki torches or gas burners. Votive candles, floating candles, candles protected by a hurricane lamp, or chafing dish fuel for catering purposes may be used.
- B. Confetti and flower petals may not be thrown; sparklers and fireworks are not permitted, either inside or outside the Hall.
- C. No fountains of any kind are allowed in Centennial Hall. This includes, but is not limited to, wine, champagne, punch, cheese or chocolate fountains.

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**Initial**

5. **Damage to the Facility.** The Renter shall be responsible for the behavior and actions of all persons attending the event at the Facility. The Renter shall be responsible for any and all damage to the Facility, including all equipment, furniture, and other items belonging to the Diocese arising out of or in any way connected with the use of the Facility by the Renter, the Renter’s agents, servants or employees, or anyone coming onto the Facility as a result of the rental of the Facility to the Renter.

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**Initial**

6. **Alcohol Consumption.** The **Renter** shall be responsible to control the alcoholic consumption of any person entering the Facility during the Rental Period. The Renter shall ensure that alcoholic beverage is not served to an individual who appears intoxicated or who is a minor. The Renter must exercise due diligence to ensure that any individual who is or who becomes intoxicated is not permitted to drive a vehicle or otherwise endanger himself or others. In order to assure sufficient amounts of alcoholic beverages for those invited to an event and at the same time provide a guideline for responsible alcohol consumption, the following formula will apply at all events, parish-sponsored and otherwise:

- A. For every 50 people invited 1 keg of beer may be served with a **max of 7 kegs** allowed in the hall at one time. If any wine is to be served, you will be allowed one less keg of beer. EX- For 150 guests you would be allowed 3 kegs of beer OR 2 kegs of beer plus wine.
- C. No additional amount of alcohol may be ordered or delivered to the facility during the event scheduled.
- D. No alcohol may be consumed on church property outside of Centennial Hall.

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**Initial**

7. **Rule Concerning Serving Alcohol.** If alcohol is served, the Policy on the Use of Alcohol of the Diocese must be observed and is fully incorporated into and are hereby made a part of this Rental Agreement. In serving alcoholic beverages, the Renter shall comply with the following rules:

- A. Alcoholic beverages must be served by a TABC certified bartender, behind the bar, between the hours of 4:00 p.m. and 10:30 pm; no self-serve of alcoholic beverages shall be allowed. **You must submit a copy of each bartender's license to the Parish Office no later than 1 month prior to the event.**
- B. Servers must refuse to service any individual that the server feels or believes is or who appears to be intoxicated.
- C. Under no circumstance can a person under the age of twenty-one (21) years of age consume alcohol, even when accompanied by their parents.
- D. Only keg beer and/or wine may be served, without charge during the rental, and only if a meal is served.
- E. Bring Your Own Bottle "BYOB" parties are prohibited including, but not limited to, bringing in hard liquor, beer, or wine.
- F. If anyone attending the event becomes intoxicated, then the **Renter** will provide the intoxicated person safe transportation home.

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**Initial**

8. **Additional Owner's Representative's Rules.** Outlined below are the rules and regulations of the Centennial Hall. There are no exceptions to these rules.

- A. Tables and chairs may not be brought in from outside sources, nor may the tables and chairs currently in the Hall be removed. It is the responsibility of the lessee to place tables and chairs where they are needed on the vinyl areas; no furniture is to be placed on or within three feet of the dance floor, no exceptions. **After the event, it is also the lessee's responsibility to wipe off all the tables and fold and place the chairs on top of them.**
- B. Nothing will be placed or used on the walls (tape, pins, screws, nails, staples, etc.), hung from the ceiling (paper, wires, cords, balloons, etc.), or affixed to any part of the windows, doors or their frames. No tape shall be used on the floors or tables either.
- C. Only authorized personnel may adjust the heating and A/C in Centennial Hall. The Hall is kept at a moderate temperature at all times, and will not need to be adjusted for setup. The thermostat will be set to the more optimum temperature a few hours before the event.

- D. The controls for the lights in the main hall are kept in the bar. Before the lessee leaves the premises, all lights (kitchen, restrooms, hall, stage, lobby) must be turned off.
- E. The doors are equipped with allen wrenches which can be used to unlock them during the event. Please do not use rocks or other rough items to prop open the doors.
- F. No food or drink is allowed on the hardwood dance floor. If anything is spilled on the dance floor, it must be cleaned up immediately.
- G. The cleaning of the floors and bathrooms is done by Parish Staff; barring excessive mess, it is not necessary for the lessee to clean the floor. If there is a large spill or some incident that makes it necessary for the lessee to clean the floor immediately, please observe the following procedures: use a wet mop on the vinyl flooring, but not on the hardwood dance floor. If necessary, use a damp and well-wrung cloth (with no cleaner whatsoever) to clean up spills on the dance floor. Post a notice to warn guests that the floor is wet.
- H. If there is any maintenance issue, or you are unable to access Centennial Hall during your tenure, please contact our Maintenance Staff Leon Fleitman (940) 641-1111.

9. **Security Guards.** If alcohol is served, the Renter is required to hire a Security Officer; they must be a fully commissioned Certified Texas Peace Officer. **A copy of their Police Officer ID card is required to be submitted to the office no later than 1 month prior to the event.** The Renter shall pay for the security guards' services at the completion of its function. The cost of the security guards is not a part of the rental fee of the Facility.

10. **Presence of the Parish.** The Parish has the right to enter the Facility at any time during the Rental Period. However, the presence of an employee or agent of the Parish, at any time during the Rental Period, does not reduce or lessen the Renter's duties herein, and does not create any duty, obligation, or responsibility for said employee or agent of the Parish to take any action concerning what is or may be occurring at the Facility during the Rental Period. Further, it does not constitute an obligation of the Parish to have a representative present during the Rental Period of the Facility.

11. **Use of the Kitchen.** The Renter may use the kitchen at the Facility for the sole purpose of warming or keeping warm the food to be served. If the kitchen is used for the event, the lessee is responsible for cleaning and putting away all utensils and dishes used and cleaning off counters and sinks.

12. **No Responsibility for Renter's Personal Property.** The Parish shall not be responsible for any items delivered, placed, stored, or left at the Facility, prior to, during, or after the Rental Period. The Renter acts at the Renter's own risk by having anything delivered, left, or picked up before, during, or after the Rental Period. The Renter shall be responsible for securing and protecting any and all items brought into the Facility.

13. **Indemnification by Renter.** The Renter hereby agrees to indemnify and hold harmless the Bishop of the Diocese, the Diocese, the Parish, their agents, servants, or employees, of and from any and all claims, demands, causes of action, damages and expense, including, but not limited to, attorney's fees and court costs, arising out of or in any way connected with or alleged to have arisen out of or to be connected with the use of the Facility by the Renter.

14. **Acceptance of Facility in the Facility's "AS IS" Condition.** The Renter has fully inspected the Facility and accepts the Facility and all improvements situated thereon in the Facility's existing "AS IS" condition, and has determined that the Facility, in the Facility's present condition, is suitable for the purposes for which the Facility is being rented. The Renter acknowledges and stipulates that the Renter is not relying on any representation, statement, or other assertion with respect to the Facility's condition but is relying on the Renter's examination of the Facility. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Parish as to the condition or the suitability of the Facility for the use that the Renter intends for the Facility.

15. **Contractual Obligations.** The terms contained herein are contractual and not mere recitals. The Parish has the right, at any time, to stop an activity or take possession of the Facility before expiration of the aforesaid closing time, at the sole discretion of the designated representative.

16. **Cancellation Policy.** If the reservation of the hall is canceled within one month of the event, the damage deposit will be forfeit. Up until that time, the reservation may be canceled without penalty. The Parish reserves the right to cancel, change or amend this Contract at any time prior to the event. Renter will be notified of cancellation, changes, or amendments prior to the scheduled event.

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Renter**

\_\_\_\_\_  
Title, if an organization

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Parish Representative**

\_\_\_\_\_  
Title

## PAYMENT RECORD

### Security Deposit

_____	_____	_____
Date	Amount	Payment Type / Check Number
_____	_____	_____
Returned Date	Return Amount	Reason if Deposit wasn't returned.

### Payment 1

_____	_____	_____
Date	Amount	Payment Type / Check Number

### Payment 2

_____	_____	_____
Date	Amount	Payment Type / Check Number

Full amount due on or before \_\_\_\_\_.

### Security Guard

_____	Yes OR No
Name	Copy of License

### TABC Bartender

_____	Yes OR No
Name	Copy of License