

St. Michael the Archangel Ukrainian Catholic Church

1013 Fox Chase Road, Jenkintown, PA 19046

Tel. (215) 576-5827

FACILITIES LEASE AGREEMENT

St. Michael the Archangel Ukrainian Catholic Church of Jenkintown, PA., hereinafter referred to as St. Michael's, agrees to lease the below mentioned facilities at 1013 Fox Chase Rd., to the person or organization listed below as "Lessee":

Lessee: _____

Contact Person: _____

Billing Address: _____

Phone: _____ E-mail: _____

Event Date: _____ Estimated Attendance: _____

Starting Time: _____ Ending Time: _____

Event Set-Up May Begin: Date: _____ Time: _____

| | | |
|-----------|---|-----------------|
| 1 | Hall, club room, kitchen | \$ _____ |
| 2 | Hall, club room | \$ _____ |
| 3 | Hall, kitchen | \$ _____ |
| 4 | Hall | \$ _____ |
| 5 | Club room | \$ _____ |
| 6 | Deck (till 11pm only) | \$ _____ |
| 7 | Lower Hall, classroom | \$ _____ |
| 8 | Lower Hall | \$ _____ |
| 9 | Classroom | \$ _____ |
| | OLD HALL | |
| 10 | Picnic Area + | \$ _____ |
| 11 | Dining Room and Kitchen | \$ _____ |
| 12 | Conference Room in Caretakers' Buildings | \$ _____ |
| 13 | Picknick Area Next Dining Room | \$ _____ |
| 14 | Dining Room | \$ _____ |
| | Total Rental Fee | \$ _____ |
| | Deposit (non-refundable see Section 4) | \$ _____ |
| | Security Deposit (refundable see Section 6) | \$ _____ |
| | Balance Due | \$ _____ |

I, the Lessee, _____ hereby agree to indemnify the St. Michael's, its directors, officers, staff, agents, and employees and hold each of them harmless from and against any and all liability, claims, demands, actions, obligations or losses which they suffer as a result of any act or omission of the St. Michael's. I hereby agree to cover the expense of repairs or replacement of all equipment, furniture, or Premises which are damaged during the event and are the result of negligence or abuse. I certify that I have read and agree to the conditions, rules and regulations of this contract. FULL PAYMENT MUST BE RECEIVED AT LEAST 2 WEEKS PRIOR THE EVENT.

FACILITIES LEASE AGREEMENTS THAT ARE SIGNED WITHIN TWO (2) WEEKS OF THE EVENT ARE SUBJECT TO ADDITIONAL FEES.

Failure to receive full payment by the above due date may be a subject to Facilities Lease Agreement cancellation.

For the Lessee:

Signature: _____

Print Name: _____

Title: _____

Date: _____

For St. Michael's the Archangel:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Terms and Conditions of Facility Lease Agreement Rentals

1. **Application Reservations** will be accepted and confirmed by written application only. Telephone inquiries are welcome, but please note that your rental date is not confirmed until a written Facilities Lease Agreement is filled out and approved in writing. Please do not make any other arrangements (invitations, catering, etc.) until you have received written approval to use the facilities at St. Michael's.
2. **Lessee:** The person entering into this Agreement for usage of St. Michael's facilities will be considered the "Lessee" of the Premises for the period specified by the Facilities Lease Agreement. The Lessee will be held responsible in case of any damages, theft, or disturbance during the rental period.
3. **Rental Fee:** Please refer to the Addendums 1, 2, 3.
4. **Deposit:** A non-refundable reservation fee of **\$200.00** is due upon signing of this agreement. If the event is cancelled for any reason, the deposit is **non-refundable**. A separate check for this amount made out to St. Michael's, must be submitted at the signing of this agreement.
5. **Insurance:** It is the responsibility of the Lessee to acquire an additional Tenant User Insurance from Ukrainian Catholic Archdiocese of Philadelphia no later 2 weeks before event. St. Michael's will not be responsible for any injury or damage to property of the Lessee incurred during the terms of this agreement.
6. **Security Deposit:** A damage/cleaning deposit of **\$200.00** is payable by a separate check, cash, or money order made out to St. Michael's within (10) ten days of the scheduled event. This is separate from the reservation deposit referred to in Part 4 of the Terms and Conditions of Facility Least Agreement. If all rental rules have been followed, no damages are noticed to either the leased facilities and/or grounds, and cleanup is satisfactory, the Lessee's deposit will be refunded in full within one month. **Fewer than two weeks rental inquiries must be paid in full by certified checks, money orders, or cash. Returned checks are subject to the specific, established and enforced by the bank fees.**
7. **Building capacity:** The maximum seated capacity of entire building shall not exceed 440 people.
8. **Conduct/Safety:** The Lessee is responsible for the conduct of his or her guests and/or members while they are on the Premises of St. Michael's. This responsibility includes, but is not limited to, the care of the facility and concerns for the patrons/guests. Lessee is fully responsible for ensuring that the lessee's family members, invitees, or guests practice safety. Safety precautions shall be in accordance with local and state laws. The Lessee is responsible for any damage or destruction done to St. Michael's Premises by Lessee's actions or negligence or by the actions or negligence of any family members, invitees, or guests of the Lessee. The Lessee further agrees to pay St. Michael's for all losses, breakages, damages of the Premises.
9. **Prohibited Acts:** The Lessee and the Lessee's family members, invitees, or guests **may not:**
 - i. destroy, damage, or remove any part of the . **The Lessees must agree to pay for loss, breakage or any damage caused by any invitees of the Lessee.**
 - ii. disturb, annoy, endanger, or interfere with other occupants of the Premises.
 - iii. use the Premises for any unlawful purpose, including the use, possession, or sale of illegal drugs or controlled substances.
 - iv. use the Premises for any unethical purposes, nor violate any rule or regulations of the Board of Health, or laws set forth by the Premises Community Association, city, state or federal government;
 - v. commit waste (severe property damage) to the Premises.
 - vi. keep any flammable, hazardous or explosive materials on the Premises.

vii. make changes to the Premises or create a nuisance by annoying, disturbing, endangering, inconveniencing, or interfering with the quiet enjoyment and peace of any other nearby occupants or nearby residents of the Premises.

viii. partake in indoor smoking, use of illegal drugs, gambling, or any other activity not specified in the agreement, is not permitted on the Premises.

10. Access: St. Michael's staff reserves the right to always have complete access and in all areas during the entire term of this agreement.

11. Kitchen Facilities: The kitchen facility is to be used only for storage and minimal food preparation. Full use of the kitchen facility must be arranged according to the fees specified in the Addendums 1, 2, 3. Please note, that St. Michael's assumes no responsibility whatsoever for any injuries and/or occurrences which result from the use of the kitchen facility. St. Michael's is hereby expressly relieved and discharged from all liability for use of said Premises and any loss, damage, or destruction of property that may be sustained as a result of the operation of such equipment.

12. Lessee's Property: St. Michael's assumes no responsibility whatsoever for any property brought on the Premises by the Lessee, and St. Michael's hereby expressly is relieved and discharged from all liability for use of said property and any loss, damage or destruction of said Premises that may be sustained by the Lessee.

13. Removal: All items brought onto St. Michael's Premises by the Lessee shall be removed by the Lessee within twenty-four (24) hours of the day that the rental period occurred. Lessee is asked to remove all food, materials equipment, furnishings, decorations and garbage from St. Michael's property. The Lessee must leave the facility in the condition in which it was found it.

14. Flammable Materials: Any use of flammable materials is regulated by the Abington Township Fire Department. Please contact the Fire Department regarding any special requirements.

15. Alcohol Beverages: If alcoholic beverages are to be served at this event, a Pennsylvania liquor license must be obtained by the Lessee and presented to St. Michael's prior to the event taking place.

16. Set Up: Set-up the Premises can be done one day (24 hours) prior to the event at a mutually agreed upon time. The Lessee in addition agrees to give the Premise's staff a minimum of three days to set up the Premises.

17. Damages: Any damage to the Premises and/or property of St. Michael's caused by the Lessee, its guests and/or patrons will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacements, as determined by St. Michael's designated staff. Payment for damages in excess of the damage deposit will be made upon demand. The Lessee shall be liable for the expenses of any repair caused by the Lessee's failure to comply with these conditions. St. Michael's may deduct such expenses from Lessee's Security Deposit and require the Lessee to compensate St. Michael's for any additional costs not covered by the Security Deposit.

18. Vacating Premises: Lessee shall vacate the Premises by the time and date set forth in this agreement. Lessee shall leave the Premises clean, clear of debris and in good repair. If Premises are not cleaned and cleared to the satisfaction of St. Michael's staff, St. Michael's may: a) clean and clear the Premises and remove all debris, trash, personal property, supplies and equipment; and b) charge Lessee for the cost of said removal and cleanup in excess of the security deposit, as specified in Addendums 1, 2, 3.

19 Compliance with the Law: Lessee shall abide by and comply with all applicable laws, rules, ordinances and regulations of the United States, the state of Pennsylvania, and the local authorities, and any board, agency or bureau thereof.

20. Unexpected Events/Circumstances: It is understood and agreed that should the performance of any of the provision of this agreement by St. Michael's or Lessee be prevented by an act of God, the act or regulation of

public or military authority, civil tumult, war epidemic, fire, earthquake, riot or any other cause beyond their control, then St. Michael's or Lessee shall be respectively relieved of their obligation under this agreement. If St. Michael's, or its designated staff, in their sole discretion, determine that this agreement was cancelled for one of the reasons listed above, the Lessee's deposit shall be refunded in full. If Lessee should cancel this agreement for any reason not listed above, St. Michael's shall retain the deposit, specified in **Section 4** of this Terms and Conditions of Rentals paid by the Lessee as liquidating damages.

21. Agreement Cancellations: St. Michael's may cancel this Agreement at any time if it finds that the Lessee has misrepresented the purpose(s) for which the facilities are to be used, or the nature of the event or program. In such circumstance, St. Michael's shall have no liability to Lessee, and Lessee shall pay on demand all damages incurred by St. Michael's including costs and attorney fees. St. Michael's reserves the right to retain the deposit paid by Lessee as part of the incurred costs.

AGREED TO AND ACCEPTED BY:

For the Lessee:

Signature: _____

Print Name: _____ Title: _____

Date: _____

For St. Michael's the Archangel:

Signature: _____

Print Name: _____ Title: _____

Date: _____