

Saint Helena R. C. Church Hall Rental Agreement

AGREEMENT made this _____ day of _____, 20_____

Between Saint Helena R. C. Church (“St. Helena’s”) and _____ (“Renter”) for the purpose of renting _____ Hall (“the Hall”). For good and valuable consideration and for the mutual covenants and conditions noted within this document, the parties agree as follows:

Date of the event: The date of the event is: _____ from _____ a.m./p.m. to _____ a.m./p.m.

Rental Costs: The cost of the rental is \$_____ per the attached fee schedule. **The full cost must be paid at least seven (7) days prior to the event.** If an event date is reserved less than seven (7) days before it is to take place, the entire rental cost, along with the security deposit is due upon booking. St. Helena’s Bookkeeper will be notified of the deposit. Any personal check not honored by the bank or other financial institution will result in the cancellation of the event unless the full amount of the deposit, rental fees, associated fees and bank service charges are paid in cash with five (5) days after notice to the Renter.

Security Deposits:

Masci Hall: A security deposit is required to reserve an event date. The security deposit amount depends on the number of guests attending your event. From **0-125 guests**, the security deposit is **\$265.00**; **over 125 guests** the amount is **\$285.00**. After your event and the hall has been inspected and returned in a clean condition, **within 10 business days**, \$200.00 will be refunded to the address herein furnished by the Renter. The balance of the security deposit is retained to partially offset the cost of cleaning and maintenance of the hall.

Dougherty Hall: A **\$265.00** security deposit is required to reserve an event date. After your event, and the hall has been inspected and returned in a clean condition, **within 10 business days**, \$200.00 will be refunded to the address herein furnished by the Renter. The balance of the security deposit is retained to partially offset the cost of cleaning and maintenance of the hall.

Security deposits are not applied to the event fees.

Method and Timing of Payments: The deposit, event fees and/or other fees may be paid in cash, credit card or cashier’s check. Payments may be made by a personal check upon prior approval from St. Helena’s. All parties agree that the security deposit payment will be deposited into the business account of St. Helena R. C. Church.

Cancellations By Renter: If Renter cancels for any reason with fourteen (14) days prior to the event date, the parties agree that a \$50.00 processing fee will be charged for cancelled reservations. If Renter cancels for any reason on or between fifteen (15) and thirty (30) days prior to the event date, all parties agree that a \$25.00 processing fee will be charged for cancelled reservations. Any remaining event fees or other applicable fees, paid in advance, shall be fully refunded to the Renter with two (2) weeks of the receipt of notice of the cancellation. All cancellation notices must be made in writing (email is acceptable from a registered email account.)

Cancellations by St. Helena's: If Saint Helena's, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns must cancel any event for any reason that is not due to cancellation by Renter(s) or Renter(s) non-payment or non-compliance of the terms and provisions of this Rental Agreement, a full refund of the deposit and /or other applicable fees paid by renter (s), shall be refunded to Renter(s) within five (5) days of cancellation by St. Helena's and St. Helena's is hereby released of any further liability from any and all foreseeable or unforeseeable damages arising directly or indirectly from the cancellation.

Use of the Property: Purpose of the Event: The use of either Hall is not permitted to any group or organization whose mission is contrary to the teachings of the Roman Catholic Church.

Use of the Property: Operations:

- a. The maximum occupancy for St. Helena's Masci Hall is **250** people.
- b. The maximum occupancy for St. Helena's Dougherty Hall is **100** people.
 1. The total number of persons attending the event must be kept to or less than these levels in or to comply with fire and county regulations. Any unauthorized use of these areas will result in forfeiture of all or a portion of the security/damage deposit.
 2. Upon arrival, the Renter must check-in with the office staff prior to setup to review responsibilities and policies. The Renter will be held accountable for the action of **all** the rental participants including any vendors employed for the event.
 3. Please note that the Renter is responsible for the setup of the facility prior to the event and for cleaning following the event. St. Helena's staff will be responsible for taking down any tables and/or chairs at the end of the event.
 4. All youth/teenage activities must be supervised by adults at **all** times. The sponsoring adult must be present at **all** times.
 5. **Absolutely NO SMOKING is allowed in the Hall or inside any building at St. Helena R. C. Church.** Smoking is limited to designated outdoor areas only. These will be identified and clearly marked. Any violation of the policy will result in a forfeiture of all or part of the security deposit.
 6. The use of **smoke machine and/ or bubble machines** is prohibited and could cause a fire alarm.

7. Setting off the fire alarm for reasons other than a real fire is a violation of State regulations, is prohibited, and will result in loss of deposit and could have legal consequences.
8. If **Alcoholic Beverages** are going to be sold, the Renter must obtain a day event gathering license from the Delaware Alcohol Control Board. A copy of the approved request must be submitted to St. Helena's no later than seventy-two (72) hours before the scheduled event. Please see the attached application and payment request for selling alcoholic beverages. The Office of Alcoholic Beverage Control Commission requires that the application to sell alcoholic beverages be submitted, with the appropriate fee, no less than ten (10) days prior to the date of your event.

Use of the Property: Cleaning/Clean-up: The Hall facilities will be delivered in a clean condition to the Renter. The Renter is expected to return them in the same condition as received. The Hall is to be cleaned immediately following the event. NO cleaning services are provided during the event.

The Following general cleaning is required at the conclusion of the rental:

- a. Pick-up of all trash both inside and outside of the building
- b. Bag all trash and leave it at the designated spot
- c. Put clean trash liners (bags) in trash cans
- d. Wipe down all tables and countertops
- e. Sweep kitchen floor, clean the sink and stove
- f. Remove all decorations, balloons and other party materials
- g. Turn off all lights, check and lock all doors
- h. Put hall key/fob in mail slot of front door of Rectory for return.

Use of the Property: Kitchen Rental: The rental includes limited use of the Kitchen to include the use of the warming table and temporary use of the freezer and refrigerator. St. Helena's will deliver the kitchen in a clean state to the Renter; the Renter shall return the kitchen in a clean state. Should the Hall not be satisfactorily cleaned at the end of the event, St. Helena's shall retain some or all of the security deposit to offset the cost of additional professional cleaning.

Use of the Property: Set-Up Time: The Renter will be allowed three (3) hours of set-up time prior to the event and on the day of the event only.

Use of the Property: Caterers and Other Vendors: The Renter is responsible for making his own arrangements with the catering provider. St. Helena's must be provided with a list of caterers and/or vendors that will have access to the facility. This information must be provided at least seven (7) days prior to the event along with a certificate of insurance for said vendor(s), naming St. Helena's R.C. Church as an Additional Insured.

Use of the Property: Parking: Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations.

Insurance and Indemnification: St. Helena R. C. Church is not responsible for accidents or injury to renter(s), guests, visitors or any other persons or for the loss of money or valuables of any kind. Renter does hereby agree to release, acquit and forever discharge St. Helena R. C. Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns and any and all other persons, firms or corporations in privity with it, of and from any and all claims, demands and causes of action, that Renter may have, have had, or ever have arising out of or by reason of the Renter's rental for the event. This agreement includes claims against St. Helena R. C. Church, its officers, affiliates, agents, servants, employees, personal representatives, successors or assigns.

Renter agrees to indemnify, defend, protect, and hold harmless St. Helena R. C. Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages or other consequences asserted by Renter or his guests, visitors, or any other persons during the rental terms and times (including set-up and clean-up). Should such a claim be made against St. Helena R. C. Church, its officers, affiliates, servants, employees, personal representative, successors or assigns, Renter agrees that it will defend St. Helena R. C. Church against such claim. Renter shall obtain event insurance naming St. Helena R. C. Church as an additional insured.

Damages: The security deposit is fully refundable with the exclusion of the cleaning fee, if the event takes place and the facility is returned in the same condition as received, based on a pre and post-event on-site inspection and approval of checklist. Renter(s) and St. Helena's representative each shall receive a copy of the contract, including the completed checklist, signed by both parties. Any event damages are deducted from the security/damage deposit.

The Security/damage deposit is not applied to the event fees. This deposit shall be retained by St. Helena R. C. Church until the facility is inspected and cleaned by the facility's staff following the event. If there is no loss or damage of the property and premises by Renter(s) and/or their guests, the refunded security deposit, minus cleaning fees will be mailed out within ten (10) business days following the event. If there is loss or damage, Renter(s) shall forfeit all of the security/damage deposit. Renter(s) shall be notified in writing of the loss or damage incurred at the Hall.

By signing this agreement, Renter acknowledges the amount of the fees to be paid to St. Helena R. C. Church and agrees to be responsible for payment in full in accordance with this agreement.

The terms and conditions of this Rental Agreement are accepted and agreed to by all parties this _____ day of _____, 20____.

Consent and Release:

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due the St. Helena R. C. Church in accordance with the conditions outlined herein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the St. Helena R. C. Church.

Renter Signature

Date

Name Printed

Address Line 1

City, State, Zip

Phone

Phone number during the event

Email Address

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the St. Helena R. C. Church so as to permit the Applicant the right to use the Premises at the time or times specified therein.

St. Helena R. C. Church

By:

Date

St. Helena R. C. Church wishes our guests to have a beautiful, fun and memorable event, but requests that the St. Helen R. C. Church buildings, furnishings and outside areas be treated with respect and kept in a beautiful condition for our next guests.

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Saint Helena R. C. Church
Hall Rental Fees

Parishioner Rates

Parishioner rates are offered when the person making the reservation for the event is an ACTIVE Parishioner of St. Helena R. C. Church both in the year that the reservation is made and in the year the event is held.

Parishioners are prohibited from renting the facility for a Non-Parishioner in order to receive the Parishioner rate/discount.

Rental rates are for events up to 4 hours (excluding 3 hours set-up and 1 hour clean-up time). Events MUST end by 11:00 p.m. Under NO circumstances, may an event extend past midnight.

Rental rates include the limited use of the kitchen:

Parishioner Rates for the Hall rental are as follows:

Masci Hall	\$350
Masci Hall Security Deposit	0-125 guest \$265
	>125 guest \$285
Dougherty Hall	\$250
Dougherty Hall Security Deposit	\$265
Masci Hall Kitchen Deposit	\$100
Fee for additional hours	\$100
Optional set-up fee	\$ 50

Saint Helena R. C. Church
Hall Rental Fees

Non-Parishioner Rates

Rental rates are for events up to 4 hours (excluding 3 hours set-up and 1 hour clean-up time). Events must end by 11:00 p.m. Under NO circumstances, may an event extend past midnight.

Rental rates include the limited use of the kitchen.

Non-Parishioner Rates for Hall Rentals are as follows:

Masci Hall	\$500
Masci Hall Security Deposit	0-125 guest \$265
	>125 guest \$285
Dougherty Hall	\$400
Dougherty Hall Security Deposit	\$265
Masci Hall Kitchen Deposit	\$100
Fee for additional hours	\$100
Optional set-up fee	\$ 50

Prices effective June 1, 2018 and are subject to change without notice.

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Official Use Only		
Application Number _____	Approved _____	Date _____

**APPLICATION FOR A GROUP GATHERING LICENSE
TO SELL AND DISPENSE ALCOHOLIC LIQUOR AT A GATHERING OF PERSONS**

Provide: Federal I.D. Number _____
Date of Affair _____
Hours of Affair _____

**TO: Office of the Alcoholic Beverage Control Commissioner
Carvel State Office Building, 820 French Street
Wilmington, DE 19801
(302) 577-5222**

I, _____, being the Manager or Person-in-Charge
(Manager/PIC's Name)
(PIC) of a gathering of persons where alcoholic liquors are to be sold, on behalf of and in the name of

_____ (_____) - _____
(Name of Organization/Party) (Phone Number) (Name of Event)

am applying for a license to sell alcoholic liquor defined in the Liquor Control Act. I hereby solemnly swear to perform any and all duties and obligations required by said Act, and further certify that I am familiar with the requirements of said law. I also understand that the license, if granted, shall be valid only for the time, period, location, and event specified in this application.

1. Applicant's/Organization's Address: _____

1(a) License to be mailed to: _____ or
Emailed to: _____

2. Manager/PIC's Address: _____
Day Phone – () _____ - _____ Evening Phone – () _____ - _____

3. Location of premises wherein license is to be used:

(Bldg./complex/Park Name) (Street) (City) (State) (Zip Code)

4. I agree to obtain alcoholic beverages from either a Delaware licensed retailer or wholesaler authorized to provide such alcoholic beverages.
5. It is understood, under penalty of law, that alcoholic beverages shall not be sold, served or dispensed to any person in attendance at this gathering that is under 21 years of age or who appears intoxicated.
6. It is understood that the sale of alcoholic beverages are not permitted between the hours of 1:00 a.m. 9:00 a.m.

7. I agree to sell the alcoholic beverages for consumption on the premises where sold only except that it is permissible for me to sell up to 10 gallons for off premise consumption by way of a raffle or auction, live or silent.
8. It is understood that alcoholic beverages remaining on the premise that are not opened, may be returned to the licensed wholesaler or retailer from which they were purchased or donated, within 30 days of the date of the gathering.
9. I submit _____ dollars in payment of full license fee at the rate of \$5.00 for one or two days, and \$2.00 per day for each day thereafter, Sundays and Holidays as defined in Title 4 Section 709, require an additional \$5.00.

 (Signature of Applicant) (Title) () -
 (Phone Number)

I understand, and approve, that the above applicant is making application for a license from the Office of the Alcoholic Beverage Control Commissioner to store alcoholic liquor for resale and consumption on the premises and limited off-premises consumption, during the above scheduled event located at:

 (Complete Address for Event) (Date(s) of Event)

 (Hours of Operation)

 (Signature of Owner of Hall/Home, Landlord or Rental Agent) (Title) () -
 (Phone Number)

 (Alternate Contact Person) () -
 (Phone Number)

PLEASE COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. Organizations (other than #2 below) must submit current IRS Tax Form 990, or IRS Department of Treasury letter granting an exemption from federal income tax under Section 501(c)(3)
2. If a candidate, political organization, or party, you must submit proof of current registration with the Delaware Department of Elections.
3. The applicant must submit a floor plan of the area to be licensed. The floor plan must include all seating, bar area, entertainment and liquor storage
4. The completed application along with the proof of non-profit status, floor plan and the appropriate fee, must be **submitted no less than ten (10) days** prior to the date of the event. Timely submission will allow sufficient time for consideration by the OABC Commissioner.