NEWARK CATHOLIC HIGH SCHOOL (NCHS)

RENTAL AGREEMENT

Thank you for your application to use the \_\_\_\_\_ Rental Space. The fee for your event is **$\_\_\_\_\_\_\_**, a deposit of 50%or $\_\_\_\_\_\_\_, received by NCHSconfirms your reservation for the Rental Space for your event on the date set forth on the Facility Request Form attached hereto, subject to the terms and conditions of this Agreement. Balance is due 6 months prior to the event date.

You (Facility User) have the right to a full refund of the fee set forth above if you cancel the above reservation six or more months prior to the date of the event. It is agreed that if cancellation takes place less than six months prior to the date of the event, a portion of the fee shall be forfeited using the following schedule: 4-6 month prior: 75% of full rental returned; 2-3 months prior: 25% of full rental returned; less than 2 months: no refund.

NCHS reserves the right to cancel any reservation, at any time, if it determines that the information contained in the attached Request Form is inaccurate or if it determines that the proposed event is in any way contrary to the teachings of the Catholic Church, in its sole discretion. If this should occur the fee will be refunded in full.

The Catholic Diocese of Columbus, Ohio requires that any person or organization renting a facility owned by the Diocese carry adequate personal liability insurance to protect the Diocese against losses. Coverage is available through the Diocese for a fee of $95.00. (Additional fee if alcohol is being served.) If the Facility User chooses to NOT obtain the coverage through the Diocese, then a current Certificate of Insurance showing coverage of at least $1,000,000 and completion of the Facility Usage/Indemnity Agreement is required. In this regard, please select one of the two options below.

\_\_\_\_\_ I agree to provide a current Certificate of Insurance to NCHS, which provides evidence of general liability coverage of not less than $1,000,000 per occurrence. Facility User also agrees to have NCHS and the Diocese of Columbus (together “NCHS”) named as an “Additional Insured” on its liability policy for the date(s) of event in relationship to the type of facility usage for claims which arise out of Facility User’s operations or are brought against NCHS by Facility Users’ employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members of associates. Facility User also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against NCHS.

 [Certificate of Insurance must be attached if this option is chosen.]

OR

\_\_\_\_\_ I will purchase Liability Insurance through The Catholic Mutual Group. The application for coverage and a check in the amount of $95.00 (Payable to NCHS) is attached.

NCHS reserves the right to not rent to any person, entity or group and for any activity which it finds unacceptable, in its sole discretion.

PLEASE READ AND SIGN THE ATTACHED GUIDELINES FOR USE OF THE FACILITY. Your reservation is not complete until a signed copy of this rental agreement, terms and conditions, guidelines and facility request form are returned to NCHS with the rental fee as set forth above. Final approval will be given by NCHS and a confirmation will be sent via email.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date & Time of Event

 NEWARK CATHOLIC HIGH SCHOOL

RENTAL APPLICATION TERMS AND CONDITIONS

Please initial each line and sign the completed application.

­­­­­­­­­\_\_\_\_ 1. Daily Rate (not to exceed 8 hours) $\_\_\_\_\_\_\_\_for the full hall capacity, not to exceed \_\_\_\_ people;

\_\_\_\_ 2. A formal notification of who is scheduled needs to be sent to NCHS 2 weeks prior to event

\_\_\_\_ 3. If maximum \_\_\_\_+ guests are expected renter will be responsible for acquiring additional tables/chairs if needed. (this also includes section rentals, in the event both sections of the hall are rented)

\_\_\_\_ 4. Friday and Saturday events must vacate the building no later than 10:00pm and alcohol distribution must end 30 minutes prior unless other arrangements are expressly made in writing with NCHS.

\_\_\_\_ 5. NCHS reserves the right to not rent the Rental Space to any person, entity or group for any reason and for any activity, which it finds to be unacceptable, in its sole discretion. All events held must be consistent with the teachings of the Catholic Church and must have NCHS’s principal’s approval.

\_\_\_\_ 6. Absolutely no decorations or signs are to be attached or affixed in any way to the floors, walls, pillars, windows, doors, ceilings or chandeliers.

\_\_\_\_ 7. All flowers, plants or decorations must have protective bases or waterproof liners to prevent damage to carpeting, dance floor or tables.

\_\_\_\_ 8. All candles must be burnt in an enclosed lantern/vase with a catch basin for wax.

\_\_\_\_ 9. All decorations, flowers, liquor and food items must be removed from the building at the conclusion of the event.

\_\_\_\_ 10. Kitchen must be fully cleaned and all waste tied up at the conclusion of the event.

* 1. In the event both front and back sections of the hall are rented please note the Kitchen will be a shared space and both parties will be held accountable for care and use of the facilities.

\_\_\_\_ 11. Under no circumstances will NCHS equipment or property be removed from the building.

\_\_\_\_ 12. NCHS will provide a hall manager to be present during all events. The manager is fully empowered to enforce these terms and conditions.

\_\_\_\_ 13. There will be no smoking inside the building. Smoking can only occur in the parking lots.

\_\_\_\_ 14. NCHS reserves the right to withhold parking spaces in the parking lots for other events scheduled on the same day.

\_\_\_\_ 15. Facility User shall be responsible for all arrangements in connection with the operation of the bar(s) where alcoholic beverages will be dispensed. One or more qualified bartenders must be hired or arranged for to operate such bar(s) at the rate of 1 bartender per every 75-100 patrons. The serving of alcoholic beverages to minors is strictly prohibited. Renter shall assume all responsibility and liability for any claims whatsoever which may arise out of the use and dispensing of alcoholic beverages at the facility, and shall hold NCHS and the Roman Catholic Diocese of Columbus harmless from all such liabilities. Alcoholic beverages may not be carried outside of the “Rental Space”.

I have read and agree to be bound by the above terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date & Time of Event

Applicant Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

NEWARK CATHOLIC HIGH SCHOOL (“NCHS”)

HOLD HARMLESS AGREEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Facility User”) hereby agrees to release, indemnify and hold harmless NCHS and the Catholic Diocese of Columbus, their affiliates, parents, employees, consultants, directors, officers, successors, insurers and assigns from any and all claims demands, actions, liability, damages, attorney fees, judgments, or losses, including without limitation any claims for personal injury or death, made against them regardless of fault as a result of or arising out of use of the NCHS Rental Space and Premises (hereinafter “Premises” or “facility” or “facilities”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

Facility User further acknowledges that NCHS and the Catholic Diocese of Columbus are not responsible for supervising any of the activities that Facility User conducts on the premises.

Facility User further accepts the Premises “as is” and will assume any and all risks associated with use of the Premises.

Facility User further agrees to name NCHS and the Catholic Diocese of Columbus as additional insurers on its commercial general liability and excess/umbrella liabilities.

FACILITIES SACRED RELIGIOUS PLACE POLICY

The purpose of our facilities is to celebrate the good news of Jesus Christ and to serve the needs of our Catholic community. Our facilities are a sacred religious place. At all times, we are to respect the principles of our faith in the manner in which we use our facilities.

In order to maintain the sacred nature of our facilities, they may never be used in a manner that contradicts the tenets and principles of the Roman Catholic Church. These prohibited uses include, but are not limited to the following, all determined in the sole discretion of NCHS or the Diocese:

1. Events that celebrate actions and rituals that are contrary to the teachings of the Roman Catholic Church,

2. Events that support behavior that is contrary to the teachings of the Roman Catholic Church,

3. Events that promote conduct, products and activities that are contrary to the tenets and principles of the Roman Catholic Church,

 4. Conduct that is not in keeping with civil laws and regulations, and

5. Conduct that offends Roman Catholic Church teachings regarding the sanctity of human life.

The primary purpose of this sacred religious place is for use by Roman Catholic Church entities and organizations. However, in the spirit of service to our community and in spreading the good news of Jesus Christ, we will consider a limited pre-approved use of our facilities by entities and organizations that are not a part of the Roman Catholic Church. These groups must agree that they will respect the sacred religious nature of our facilities and will abide by the guidelines and policy as set forth herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date & Time of Event

NEWARK CATHOLIC HIGH SCHOOL

FACILITY USE APPLICATION AND INDEMNITY AGREEMENT

LOCATION is understood to include the Diocese of Columbus

FACILITY USE APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE(S) OF FACILITY USAGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PURPOSE OF FACILITY USAGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR WEDDING RECEPTIONS, PLEASE IDENTIFY:

GROOM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRIDE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thank you for inquiring about the use of our Facilities. We also thank you for completing this short FACILITY USE APPLICATION AND INDEMNITY AGREEMENT which will allow us to evaluate your request for use of our facilities. Please read the attached FACILITIES SACRED RELIGIOUS PLACE POLICY when completing your application to ensure that your proposed usage of our facilities reflects the SACRED RELIGIOUS nature of our facilities. Please ask a LOCATION representative if you have any questions regarding your proposed facility use being consistent with our FACILITIES SACRED RELIGIOUS PLACE POLICY. In addition, please read our Terms and Conditions FOR USE OF FACILITY as it outlines our policies for all who rent space in our facilities. By signing this APPLICATION you agree to adhere to and be bound by all of our policies, terms and conditions, and all documents relating to the use and rental of our facilities should your APPLICATION be approved.

In consideration for LOCATION agreeing to evaluate the FACILITY USE APPLICATION AND INDEMNITY AGREEMENT, FACILITY USE APPLICANT agrees to protect, defend, hold harmless and fully indemnify LOCATION for any claims or cause of action whatsoever arising out of the facility use application process whether such claim arises from the alleged negligence of the LOCATION, it’s employees or agents or the negligence of any other party. FACILITY USE APPLICANT agrees to indemnify, protect, defend and hold harmless LOCATION for any cause of action whatsoever of alleged discrimination.

Should the FACILITY USE APPLICATION AND INDEMNITY AGREEMENT be approved, FACILITY USE APPLICANT promises to indemnify and save LOCATION harmless from any costs, damages or liability which may arise in any way from use of the facility by FACILITY USE APPLICANT. FACILITY USE APPLICANT agrees that if any portion of the building in which their activities occur is damaged during such activity, FACILITY USE APPLICANT will pay to LOCATION upon demand the amount necessary to completely restore the facility to its original condition. FACILITY USE APPLICANT hereby assumes full responsibility for the character, acts and conduct of all persons at the event.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date & Time of Event