

**HALL RENTAL AGREEMENT**

**THIS HALL RENTAL AGREEMENT (“Agreement”)** is made as of the date set forth below by and between:

**SAINT GEORGE MACEDONIAN ORTHODOX CHURCH**, having an address at:  
5083 Onondaga Road,  
Syracuse, New York 13215  
(hereinafter referred to as the “**Church**”)

and

\_\_\_\_\_, having an address at:

\_\_\_\_\_

Tel No: ( ) \_\_\_\_\_

(hereinafter referred to as the “**Lessee**”).

**WHEREAS**, the Lessee desires to rent from the Church and the Church desires to rent to the Lessee the Church hall located at 5083 Onondaga Road, Syracuse, New York 13215 (the “**Hall**”) on the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Terms of Rental.** Subject to the terms and conditions contained herein, during the term of the Rental Period (as defined in Section 2 below), the Church hereby rents to the Lessee the Hall for Lessee’s use solely in connection with the following event: (Describe Event) \_\_\_\_\_ (the “**Event**”). In connection with said rental, the Lessee shall have access to and use of the Hall’s restrooms, tables, chairs, stage, lights, and parking lot. Subject to Section 9 below, the Lessee may also have access to and use of the Hall’s kitchen facilities.

2. **Rental Period.** The Lessee shall have use of the Hall for the Event on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_ (the “**Rental Period**”). The Rental Period includes any set up time for Lessee’s Event.

3. **Rental Charge.** In consideration for use of the Hall for the Event, Lessee shall pay the Church a rental fee of \$\_\_\_\_\_ (the “**Rental Charge**”), payable in full fourteen (14) days prior to the date of the Event.

4. **Reservation Deposit.** A deposit of \$ \_\_\_\_\_ (the “**Reservation Deposit**”), is held as a reservation for the function and will be credited towards the function price. If the Lessee wishes to cancel the function for any reason, the deposit shall be **non-refundable** as a pre-estimate of the costs incurred by the Church and not as a penalty. The

Church reserves its rights and remedies for any expenses and damages incurred as a result of any cancellations.

5. **Security Deposit.** In addition to the Rental Charge, Lessee shall pay the Church an additional charge of \$ \_\_\_\_\_ (the “**Security Deposit**”) upon execution of this Agreement. Within ten (10) days of the conclusion of the Event, the Church shall refund the Security Deposit to Lessee provided that the Lessee or anyone attending Lessee’s event, has not caused damage to the Hall, its contents and/or the Church grounds and has adhered to any specific usage rules and regulations which have been provided by the Church and are incorporated into this Agreement. Upon demand from the Church, the Lessee shall immediately pay the Church the cost to repair any damage in excess of the Security Deposit.

6. **Maximum Capacity.** No more than \_\_\_\_\_ (\_\_\_\_\_) persons shall be permitted in the Hall at any one time.

7. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Lessee shall not hang, tape or suspend decorations from the walls or ceilings of the Hall unless expressly authorized in writing by the Church. It shall be Lessee’s responsibility to promptly remove all decorations upon conclusion of the Event.

8. **Rental Chairs, Tables and Other Equipment.** Lessee may with the prior written consent of the Church, rent chairs, tables or other equipment other than those already present in the Hall for the Event. The Lessee shall be solely responsible for use of any such third party rentals and shall promptly remove any such additional chairs, tables or other equipment at the end of the Rental Period.

9. **Use of Kitchen Facilities.** The use of the Hall’s kitchen facilities shall be subject to the following rules, which may be supplemented at any time by specific instruction of the Church:

- (a) The kitchen facility shall be kept clean at all times and all boxes, food and trash originating with the Lessee shall be promptly removed at the end of the Rental Period;
- (b) Use of any Church pots, pans and other cooking utensils, the Hall coffee machines or any other equipment or materials stored in the kitchen facility is strictly prohibited, unless expressly permitted in writing by the Church; and
- (c) All food preparation shall be provided by the Church or a food catering service pre-approved by the Church. The Church may, in its discretion, require any food caterer to produce evidence of liability insurance as a condition to servicing the Event. In the event the Lessee desires the Church to provide food for the Event, the parties shall agree on a menu and price which shall be set forth on Schedule A attached hereto, and such services shall be subject to the terms and conditions of this Agreement and any such additional terms and conditions contained in Schedule A.

- (d) If Lessee wishes to prepare the food, there is an additional fee for the use of the kitchen.

10. **Damage.** Lessee shall be responsible for, and shall reimburse and indemnify the Church for any personal injury or property damage, or loss or liability of any kind incurred by the Church as a result of any of the activities of the Lessee or of Lessee's guests, incurred in connection with Lessee's rental of the Hall. This includes, but is not limited to, clean-up of the Hall. Upon conclusion of the Event, Lessee shall surrender possession of the Hall to the Church in the same condition as existed prior to the Event.

11. **Alcoholic Beverages.** In the event the Lessee intends to serve alcoholic beverages at the Event, it shall obtain any licenses or permits required under applicable law to do so and provide the Church with copies of any such licenses or permits five (5) days prior to the Rental Period. No alcoholic beverages are to be consumed outside of the Hall. Lessee shall indemnify and hold harmless the Church from any and all liability if Lessee or Lessee's guests have alcoholic beverages at the Event without the Church's knowledge or approval.

12. **Compliance with Laws.** The Lessee shall at all times comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

13. **Indemnity.** Lessee shall indemnify and keep and hold harmless the Church from any and all damages, costs, expenses, and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, Lessee of the Hall and from any loss, or damage, arising from any default, or negligence, by the Church, or failure on the Church's part to comply with any of the covenants, terms, and conditions herein contained.

14. **Rules and Regulations.** The Church reserves the right to add additional rules and stipulations to use of the Hall from time to time in its sole discretion, which rules and regulations shall be shared with the Lessee and are hereby made a part of this Agreement. Non-compliance with any such rules or regulations may result in immediate termination of this Agreement, closing of the Hall and removal of the guests from the premises at the option of the Church and forfeiture of the Security Deposit.

15. **Assignment.** Lessee shall not assign or otherwise transfer this Agreement without the Church's prior written approval. Any purported assignment or transfer in violation of this Section 15 shall be void.

16. **Force Majeure.** The Church shall be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by *force majeure*. "**Force Majeure**" means any act of God or the public enemy, any accident, explosion, fire, storm, earthquake, flood or impracticality (including potential violation of any applicable law, rule or regulation), or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event.

**17. Miscellaneous.**

(a) Should any part or provision of this Agreement be found unenforceable, the validity and enforceability of such part or provision to this extent not found to be unenforceable, and of the remaining parts or provisions, shall not be affected.

(b) This Agreement embodies the entire agreement of the parties hereto, and there are no agreements or understandings relating hereto which are not set forth herein. No modifications of this Agreement shall have any force or effect unless in writing and signed by both parties.

(c) No waiver of any provision hereof or the failure to correct a breach hereof by either party shall act as a waiver of such provisions or of the right to enforce any subsequent breach hereof.

(d) This Agreement shall be governed and interpreted in accordance with the law of the State of New York without reference to conflict of laws. Only the federal and New York State courts in Onondaga County, New York shall have jurisdiction over this Agreement and any controversies arising out of this Agreement, and any controversies arising out of the Agreement shall be submitted only to such courts. The parties hereto hereby submit to the jurisdiction of such courts for the purposes of interpretation and enforcement of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and effective as of the date set forth below.

Dated: \_\_\_\_\_

**SAINT GEORGE MACEDONIAN ORTHODOX CHURCH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**SCHEDULE A**

**(OPTIONAL – FOR PROVISION OF CHURCH CATERING SERVICES)**

No. of Guests: \_\_\_\_\_

Menu Selection & Price Per Plate:

_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Price	\$ _____

It is a requirement that the Church is notified of the exact number of guests at least five (5) days prior to an Event. The minimum number of guests will be considered a guarantee for which you will be charged, even if less than the minimum attend. Full charges will be accessed for any Event cancelled within three (3) days of the scheduled Event.