

Lessor: **ST. CLARE CATHOLIC CHURCH, 7701 Somerset Rd., San Antonio 78211 (210)924-5252**
www.stclarehall.info **Terms of Contract 2018/2019**
”Your Celebration, in Keeping Our Catholic Mission.”

Lessee: _____
Celebrant: _____
Rental Date: _____
Phone Number: _____
Type of Function: _____
Number of guests: _____

FINAL PAYMENT DUE DATE: _____

ST. CLARE CHURCH RECEPTION HALL RENTAL CONTRACT

1. **TOTAL RENTAL PRICE:**

\$2,500 (\$2,100 + 400.00 Damage Deposit)

\$600.00 DUE AT SIGNING OF CONTRACT (Price includes Security, Clean-up & Damage Deposit)

Hall capacity: 400 people

Seating capacity: 370 people

2. **HALL RENTAL PAYMENT:**

Lessee Initials: _____

Down payment of \$600.00 is due at signing and reserves your date. Remaining balance is due 60 days prior to event. If no payment on balance has been made by the 60 days, the contract will be considered cancelled and deposit is non-refundable. All payments are to be made by cash or check to: St. Clare Catholic Church by ONLY THE LESSEE.

3. **CANCELLATION: Last Date for Refund**

Lessee Initials: _____

A cancellation fee of \$100.00 will incur if the Reception Hall rental should be cancelled within 30 days after the signing of the contract. There will be **NO REFUNDS FOR TOTAL CANCELLATIONS PAST THE 30 DAYS AFTER THE SIGNING OF CONTRACT.**

4. **RESCHEDULING:**

Lessee Initials: _____

To reschedule an event, you must notify the Friends of St. Clare each time, in writing (email or letter), within 3 months of the previous event. An acquired fee of \$200.00 will owed at the time of rescheduling each time. (rasmour@att.net; claredesk@yahoo.com or 7701 Somerset Rd. San Antonio, Tx. 78211)

5. **RENTAL PERIOD:**

Lessee Initials: _____

The Hall will open for guests at 5:00pm. Caterers and DJs/Band will be allowed into hall at 4pm and are to use the side entrance only. Hall is rented for Saturdays only. All functions **MUST END** by 12:00 midnight. The premises **MUST BE VACATED** by 12:30am. **A fine of \$400.00 will incur if there are guests and/or DJs/Bands remaining in hall after 12:30am.**

6. **HALL USE:**

Lessee Initials: _____

The St. Clare Church Hall is used for RECEPTIONS ONLY. We do not permit civil Wedding ceremonies and/or Quinceañera blessings, religious services of any kind, nor political events. These types of functions **ARE NOT ALLOWED** in the hall or on the outside premises by any clergy, deacon, minister, nun/brother, a religious congregation, lay minister, Judge or JP. **REHEARSALS ARE NOT ALLOWED IN THE HALL.** The office will notify you later if the \$400.00 deposit will be returned.

7. **DAMAGES:**

Lessee Initials: _____

In addition to the total rental fee, \$2,100.00, the Lessee agrees to pay a **DAMAGE DEPOSIT** in the amount of \$400.00 on the day the contract is signed, to be refunded if there are no damages and the contract is held in agreement. This deposit will be forfeit if there are damages to the immediate or surrounding premises or to contents on the leased area and if any apart of the contract is failed to be followed.

Hall Manager will inspect the area before, during and after the event to determine condition. The Hall Managers have the right to document all damages by photo and/or video. The office will notify you later if the \$400.00 deposit will be returned. The deposit will be refunded within two to three working weeks after event date.

8. **SECURITY:** **Lessee Initials:** _____
Security of hall is included in the price and is dependent upon the number of _____ guests. The officers have the right to terminate the function due to a fight or any other violations included in the specific Non-compliance regulations and terms of this contract. Should it be deemed necessary by these officers, the City of San Antonio Police will be called. Per City of San Antonio ordinance, a video camera has been installed in the hall. This camera is placed for the protection of both the Lessee and the Lessor.
9. **LOITERING:** **Lessee Initials** _____
LOITERING IS NOT ALLOWED. Lessee, guests and visitors shall not remain outside the building except as necessary to travel to and from personal vehicles and to smoke. Lessee, guests and visitors **ARE NOT ALLOWED TO LOITER; outside building once the function has ended especially anyone under 18. No one under 18 may stay outside after 12:30 am waiting for pickup . Lessee is responsible for arrangement of young adults being picked up or CPS could be called in.**
10. **DECORATIONS:** **Lessee Initials:** _____
Lessee has 3 hours on the day of the event, **between 9am and 12pm**, by which all decorations are to be done, on the date of the scheduled event, **No Exceptions**. Any last minute decorations can be done between 4pm and 5pm. Tables are round and seat 8 people. Decorations are permitted with the use of **painter's tape ONLY**. Nails, tacks, screws, staples or scotch tape are **NOT ALLOWED**. Due to hazards, flame candles, rice, confetti, glitter, birdseed, etc., **ARE NOT ALLOWED** either on tables or for any other use. **Copious balloons are not allowed.** Please consult the Hall Managers concerning decorations before event. Extension cords must be secured by a 2-inch rubber cover. **No masking or duct tape of any kind is permitted for use on floor or walls.** **It is the lessee's responsibility to inform the decorator of all rules. Any damage by Decorator will result as a loss of Deposit to Lessee .Decorators must be done removing decorations by 12:30 AM or it will result in loss of Deposit to Lessee.*
11. **EMERGENCY FIRE EXITS:** **Lessee Initials** _____
Do not block fire exits; Keep all yellow taped areas clear of equipment, tables, decorations, ect. This is for the safety of the people in the event of a fire. Failure to comply will result in the loss of the deposit and lead up to the termination of the event.
12. **HALL KITCHEN:** **Lessee Initials:** _____
No cooking is allowed on stove in the Hall kitchen. *Kitchen area* is used to warm and serve food only with caterer's electrical pans, use of gas is not permitted. Lessee is responsible for cleaning, sweeping and mopping of the kitchen after using the facilities, leaving all trash bagged and **prepared for dumping.** **The kitchen area closes at 8pm** at which time the sink, tabletops, counters and range must be left clean. All food/drinks, pots and pans, dishes, caterer's supplies etc. must be removed from the kitchen on the night of the function (if it cannot be removed by 8:00 p.m., it must be located to one side). At time of removal, kitchen area must be clean. **The Lessee is ultimately responsible for ensuring that the caterer, or any other persons who use the kitchen, comply with these regulations or it could result in loss of deposit to Lessee.**
13. **HALL SETUP:** **Lessee Initials:** _____
The lessee is responsible for setting up the tables and chairs. No member of Friends of St. Clare is responsible for any setup or take down of decorations, tables or chairs. It is the lessee's responsibility to inform the Decorator and other hired help of this regulation.

By signing said waiver, Lessee agrees not to assess Liability to Lessor for injuries, damages and property loss to persons or property that may be sustained during the decoration of the hall.

14. **COMPLIANCE WITH PROPER BEHAVIOR:**

Lessee Initials: _____

Lessee shall not conduct or permit to be conducted on the leased premises any activities or events which violate the law, constitute a nuisance or hazard or any conduct of lewd or distasteful behavior. An attempt by Lessee to conduct or permit such activities or events shall be cause for immediate termination of this agreement rendering it non-binding by the Lessor. It is Lessee's responsibility to communicate all parties of the event the term of the contract, any violation of the contract will result in the forfeit of lessee's deposit.

15. **HALL MANAGERS:**

Lessee Initials: _____

The Hall Manager will **open the hall at 9am** on the date of event for the Lessee and designated persons to decorate deliver cake/food, set up, etc. The Hall Manager will be available for these **3 hours and will lock up at 12pm**. The St. Clare Catholic Church is NOT responsible for the loss of any items, equipment and personal property left in the hall at this time, during or after the event. The Hall Manager will return at 4pm to turn on A/C, open for the caterers and DJs/Band and will remain in the hall until the conclusion of the event. The Hall Manager will not provide any supplies from the kitchen; such as cups, napkins, spoons, etc. The Hall Manager is not responsible for any incidents that may occur due to uninvited guests. It is the Lessee's full responsibility for any incident in the hall, whether the celebration is by invitation or not.

16. **SPECIAL REGULATIONS:**

Lessee Initials: _____

NO SMOKING is allowed in the Parish Hall. Entrance should be by 'invitation only'. Any child under the age of 18 must be accompanied by an adult to re-enter the building upon leaving. Friends of St. Clare Personnel will operate the concession/bar starting at the beginning of scheduled function. Outside beer cans, glass bottles, bottled water, wine, wine coolers, jello shots and/or soft drinks, any type of red drinks may NOT be brought into the parish hall or served. *One Keg of beer or Margarita Machine* may be provided by the Lessee for one hour *only once it has been started, but not later than 8:00 p.m.*, regardless if there is any beer left or not. Minors under the applicable legal drinking age may not drink alcoholic beverages as governed by state law, and if a minor is observed consuming alcohol, the minor will be asked to leave the premises. TABC requires a valid U.S. State issued ID/Driver's License or Passport as legal proof of age to be able to purchase Alcoholic Beverages. No alcoholic beverages may be consumed outside the hall or on the premises during or after the event. No alcoholic containers may be taken out at the conclusion of the event. Dress code must be appropriate. No improper wear; e.g. bandanas, baseball caps, undershirts for outerwear, etc., are allowed. There will be no lewd or distasteful behavior. No breaking or freestyle dancing is allowed. All dancing must be appropriate for a family setting. Bands/DJ must bring their own table and must use rear side entrance for unloading and loading. No smoke machines are allowed. Musicians should stop playing by 11:45pm and have until 12:30am to remove their equipment. If they are not out by 12:30 am it could result in loss of deposit to Lessee. The Hall Manager has the right to regulate the volume control. If the DJ/Musicians do not comply to this regulation, the Hall Manager has the right to terminate the function. Lessee, outside vendors including DJ/Musicians are not allowed to sell or give away free items or any other promotional items. No neon lights are allowed to be brought in, nor are neon light dances permitted.

17. **HOLD HARMLESS AGREEMENT (WAIVER):**

Lessee Initials: _____

By signing said waiver, Lessee agrees not to assess Liability to Lessor for injuries, damages and property loss to persons or property that may be sustained by the occupancy of the hall.

The Archdiocese of San Antonio, the Archbishop, St. Clare Catholic Church, its Pastor and/or Representative assume no responsibility whatsoever, for any property placed in said premises and are hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person(s) or property that may be sustained by the occupancy of said premises under this rental agreement.

Lessee shall indemnify and save harmless Gustavo Garcia-Siller, Archbishop of San Antonio and his successors in office, the Archdiocese of San Antonio, St. Clare Catholic Church and their employees, agents and representatives from and against any claim, demand, cause of action for personal injury or property damage of every kind and character and all losses, liabilities, costs expenses (including attorney's fees) without limit or limitation, and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of the Lessor, whether such negligence be sole joint or concurrent, for the injury, illness or death of any person or damage to any property arising out of or in connection with this agreement or Lessee's use of Lessor's property.

It is the express intent of the parties hereto that under this indemnity and Hold Harmless Agreement, Lessee shall indemnify and protect Lessor from the consequences of Lessor's own negligence or gross negligence whether real or alleged. Lessee acknowledges that it has read the foregoing indemnity and Hold Harmless Agreement, knows its content, meaning and effect and has signed it voluntarily, willingly and without reliance upon any representations by Lessor.

Lessee shall indemnify and name harmless the Archdiocese of San Antonio, the Archbishop, St. Clare Catholic Church, its Pastor and/or Representative for all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have sustained by anyone whomsoever by reason of the use of occupancy of the facilities herein above described, whether such use is authorized or not, by any act of omission of Lessee or any of its officers, agents, employees, guests, patrons or invitees and Lessee shall pay for any and all damage to the property or loss or theft of such property done or caused by such person.

The terms of this contract have been read. A copy of contract received by Lessee: _____
 This agreement between **St. Clare Catholic Church** (Lessor) and _____ (Lessee) is
 agreed on and executed on the _____ day of _____, 20____.
 Church Representative _____ Lessee Signature: _____

Lessee Address		Alternate Address		
City		City		
Phone Numbers		Phone Numbers		
Email Address		Email Address		
Payment	Date	Receipt Number	Remaining Balance	Initials

Margarita Machine: Yes _____ NO _____ *OR* KEG: Yes _____ No _____