

FACILITIES USE AGREEMENT

St. Mary Church, Elyria, Ohio (hereinafter "Licensor") agrees to allow the use of the facilities located at 250 3rd Street, Elyria, Ohio and known as Parish Hall/Gym (hereinafter "Premises") to:

Name: _____ (hereinafter "Licensee")

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: Home(____) _____ Business: (____) _____

Premises to be used on _____, beginning at _____ (a.m./p.m.) and ending at _____ (a.m./p.m.). Cost for the use shall be \$_____. Purpose and Type of Event: _____.

In consideration of the use of the Premises, Licensee agrees:

1. To pay Licensor a security deposit in the sum of \$_____. This security deposit will be refunded within 7 business days following completion of event provided Premises is returned to original condition.
2. To pay the balance of \$_____ no later than 30 days prior to date of event.
3. That maximum capacity of the Premises is 400 and Licensee agrees to comply with the capacity restrictions of the Premises. Total number of guests expected is _____.
4. That Licensor is allowing the use of their facilities ONLY, and is not a sponsor of nor a participant in this event.
5. To observe all city, county, state and federal laws and ordinances, including but not limited to fire, health and safety requirements. Any penalty or fine assessed against Licensor for violation of such ordinances or laws for the use of the Premises by Licensee under this Agreement will be charged to Licensee.
6. That Licensee is solely liable for any theft or damage to the Premises or property, or both, arising from the negligence of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others whom the Licensee permits to come on the Premises. Lack of supervision of such persons who remain on the Premises shall be considered as negligence. Licensee also shall use caution in decorating Premises so as not to damage the Premises and shall not tape or affix decorations to painted or plastered surfaces.
7. That Licensee shall be solely liable for any and all injuries which may be suffered by Licensee while utilizing the Premises.

8. To discharge, release, defend and hold harmless the Licensor, Licensor's employees, the staff of Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Catholic Diocese of Cleveland, and their respective successors and assigns, from all debts, claims, demands, costs, expenses, including but not limited to attorney's fees, judgments, damages, actions and causes of action, which the Licensee, Licensee's patrons, guests, invitees, clients, friends, or others whom Licensee permits to come upon the Premises, may now have or may hereafter have as a result of Licensee's use of the Premises, and Licensee's activities thereon, whether arising from bodily injury, including death, theft, property damage or any other cause whatsoever.

9. That Licensee shall obtain insurance coverage by purchasing Special Events Liability Insurance through the Licensor. The fee of \$125.00 per event for this insurance should be mailed in with this contract and deposit.

10. To set up no earlier than _____(a.m./p.m.) on the _____ day of _____, and to be out by _____(a.m./p.m.) on the _____ day of _____. Licensee assumes all responsibility for items left beyond the completion time of event.

11. That failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.

12. That Licensor reserves the right to terminate this Agreement for any reason or due to unforeseen circumstances which make it necessary to close the facility, including but not limited to power or fuel restrictions. In the event that the Licensor terminates under this Section of the Agreement, Licensee's damages shall be limited to a return of any and all deposits.

13. That this Agreement and the times specified herein shall not be modified unless in writing and signed by Licensor.

14. To follow any and all further instructions, rules and regulations as are provided by Licensor concerning use of the Premises.

15. That under the terms of this License, no liquor shall be sold in any manner whatsoever (i.e. charging for liquor being served or liquor served in connection with a sale of a ticket.) **B.Y.O.B. events are prohibited under the law.**

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on this _____ day of _____, _____.

LICENSOR _____ **DATE** _____

LICENSEE _____ **DATE** _____

Please print, complete and mail this document, completed Special Events Liability Insurance Application, with the \$125.00 SELI fee and appropriate deposit to:

St. Mary Church - Hall
 320 Middle Ave
 Elyria, OH 44035