

# St. Patrick's Church of Elkhorn

## FACILITY USE AGREEMENT

This Facility Use Agreement is entered into by and between St Patrick's Church of Elkhorn (Owner) and \_\_\_\_\_ (Licensee), for Licensee's rental of the facility space known as \_\_\_\_\_ and located at 20500 West Maple Rd, Elkhorn, Nebraska, on the terms set forth in this Agreement.

### The Parties Agree as Follows:

Date of the Event: \_\_\_\_\_

Duration of the Event: from \_\_\_\_\_

a.m.  p.m. to \_\_\_\_\_

Purpose for which the facility is being rented: \_\_\_\_\_  
\_\_\_\_\_

Rental Fee Charged: \_\_\_\_\_

Setup and/or Cleaning Fee (if applicable): \_\_\_\_\_

To be Paid as follows: A deposit in the amount of \$\_\_\_\_\_ to hold the facility and date is due at time of Agreement signing, and the balance is due on or before \_\_\_\_\_. Cancellations of a reservation within 30 days of the event will forfeit 50% of the total rental fee.

Estimated Guest/Attendees Count: \_\_\_\_\_

If a wedding reception, full names, addresses and phone numbers of Bride and Groom:

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

If other Event, full name, address and phone number of Licensee's contact person:

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

Other specific arrangements between Owner and Licensee for the Event:

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

## Other Terms and Conditions:

Licensee's Representations and Owner's Right to Deny Use. As an inducement to the Owner entering into this Agreement with Licensee, Licensee represents that:

Licensee is not an individual, group or organization whose purpose, tenets, acts, or objectives contradict the tenets, teachings, and/or principles of the Roman Catholic Church; and in using the Facility, Licensee and its guests or attendees will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political Event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) an activity which offends or is contrary to the tenets, teachings, and/or principles of the Roman Catholic Church.

Additionally, Licensee acknowledges that the Owner reserves the right to deny the use of facilities to any person, group or organization when the Owner determines that the granting of such use will not be in the best interests of the Owner or the Archdiocese of Omaha, or that the denial of such use is necessary to avoid scandal.

Impossibility. Licensee acknowledges that the Owner shall not be liable for Owner's failure to provide the Facility for the Event due to fire, electrical failure, an act of God, or other condition beyond its reasonable control. In such case, Owner will make all reasonable efforts to reschedule the Event. If a rescheduled date cannot be agreed upon, Owner shall refund all monies paid by Licensee as Licensee's sole and exclusive remedy.

Indemnification and Hold Harmless. To the fullest extent permitted by law, Licensee will indemnify Owner and hold Owner, its agents and employees harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from any act or omission of Licensee, its agents, employees, vendors, guests, or attendees in or upon Owner's property. In case Owner shall be made a party to any litigation commenced by or against Licensee, Licensee shall protect and hold Owner harmless from any liability and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

No Liability for Damage or Loss. Owner assumes no liability for the loss, damage or return of any items of personal property brought onto the premises by Licensee, or any of its guests. Licensee assumes all liability and risk of loss for any loss or damage to items of personal property brought onto premises by Licensee, or any of its agents, employees, vendors, guests, or attendees. Owner assumes no liability for the loss or damage of vehicles parked in the parking lot by Licensee, or any of its agents, employees, vendors, guests, or attendees.

Adherence to Facility Rules. Licensee agrees to adhere, and to require its employees, vendors, guests, and attendees to adhere, to the following rules during the use of the Owner's facility:

Licensee and its employees, vendors, guests, or attendees will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political Event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) activity which offends or is contrary to the tenets, teachings, and/or principles of the Roman Catholic Church.

The Facility's Building Manager or the Owner's designee shall approve scheduling of all building facilities. Licensee agrees to conduct the Event in a civil orderly manner, and at reasonable noise level, and Owner reserves the right to eject any guest or attendee of the Event from the premises for damage to property, injury to person, unacceptable, unruly and/or dangerous behavior, inappropriate attire, lewd acts, disregard of Owner's policies or these Rules, or for other violation of this Agreement.

The Event must terminate and the facility vacated by 12:00 Midnight. Licensee must arrange for any music to stop on or before 11:00 p.m.

No confetti, glitter, or similar materials can be used. No flames/fire (including candles) allowed without Owner's approval. Nothing should be hung from the ceiling. No decorations, signs or other material may be glued or nailed to any walls. Easy release tape must be used to attach decorations or signs. Nails or staples may not be used to attach skirting or anything to tables.

Tables and chairs are NOT to be taken outside the facility for any reason without the approval of the Owner.

All decorations, flowers, liquor, or food items must be removed at the conclusion of the Event, unless prior arrangements have been made with the Owner.

There is to be NO SMOKING inside the building, outside the premises or on the premises.

Firearms are strictly prohibited in the building, outside the building, and on the premises, except by Law Enforcement Officers.

Licensee shall comply with all applicable laws, ordinances and regulations in the use of the facility.

Licensee is responsible for the conduct and acts and omissions of all individuals attending Licensee's Event, including, but not limited to, all employees, guests, attendees, and vendors.

Licensee is required to ensure that Licensee's guests and the caterer and other vendors for the Event also comply with this agreement as well as all applicable laws, ordinances and regulations.

Licensee shall be liable for abuse of, damage to, or loss of property belonging to Owner, whether real or personal, and any and all injuries occurring to Licensee, its employees, guests, attendees, and other third parties as a result of Licensee's use of Facility or conduct of Licensee, its employees, guests, and/or attendees at the Event. Licensee agrees to reimburse the Owner, upon demand, such sum as will be necessary to restore or replace the damaged property.

Licensee has the option to pay for setup and/or cleanup services. These services must be arranged with the Owner prior to the event.

If clean up services are not paid for then Licensee is responsible for returning the facility to its pre-use condition or better. Tables and chairs must be wiped clean and returned to original positions. Trash must be placed in dumpsters. Floors must be swept and mopped or vacuumed. Kitchens and bathrooms are to be cleaned to pre-use condition or better. Cleaning supplies will be available. Cleanup must be

completed by 12 Midnight. Licensee agrees to pay the Owner, upon demand, for cleanup services if facility is not cleaned to pre-use condition.

St. Patrick's Alcohol Policy must be complied with at any event where any alcohol is served or consumed. Licensee is responsible to complete alcohol request form and submit for approval by the Parish Pastoral Council no less than 60 days in advance of the event.

Unless Licensee utilizes a Caterer with a liquor license covering Licensee's Event or obtains their own liquor license, Licensee will not charge for (whether by admission fee or otherwise) alcoholic beverages served at Licensee's Event and will otherwise comply with all laws regarding the use and consumption of liquor.

Complete Agreement. This represents the complete agreement between the parties and supercedes any previous oral agreements pertaining to this subject matter.

Agreed and entered into on the last date written below:

**OWNER:**

St. Patrick's Church of Elkhorn

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Signature of Owner Representative

\_\_\_\_\_  
Title  
(Pastor, Business Manager, etc.)

Date: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_  
Print Name of Person or Entity

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name of Authorized Person signing

Date: \_\_\_\_\_

## Parish Facility Rental Fees

**Boland Hall**                   \$40/hour up to 4 hours  
  or  
  \$300 flat rate for more than 4 hours

### Aspen Seemann & Lane Graves Activity Center

**Cafeteria**                   \$125/hour up to 4 hours  
  or  
  \$1000 flat rate for more than 4 hours

**Gym**                           \$125/hour up to 4 hours  
  or  
  \$1000 flat rate for more than 4 hours