

**ST. JOHN THE THEOLOGIAN GREEK ORTHODOX CHURCH
AGREEMENT FOR SANCTUARY ONLY**

This agreement is made and entered into as of _____, 20____, by and between the St. John the Theologian Greek Orthodox Church ("Lessor"), and _____ ("Lessee").

For and in consideration of the terms, conditions, and agreements contained herein, Lessor and Lessee agree as follows:

1. **Leased Space/Terms and Conditions.** Lessor grants to Lessee the right to use and occupy the parking lots and the Sanctuary or the "Leased Space." Lessee takes the Leased Space under the terms and conditions set forth herein.
2. **Event Period.** Lessee shall use the Leased Space for the period beginning _____, __.m. on _____, 20____ (the "Event Beginning") and ending _____, __.m. on _____, 20____ (the "Event Termination") (the period between the Event Beginning and the Event Termination being hereinafter referred to as the "Event Period").
3. **Deposit.** The security deposit required by Lessee in connection with rental of the Leased Space is \$_____ (the "Security Deposit"). There are no other charges, costs or expenses due under the terms of this Agreement.
4. **Purposes.** Lessee is to use the Leased Space for the purpose of (the "Scheduled Event") and for no other purpose without the prior written consent of Lessor.
5. **Advance Reservation.** No event may be booked more than twelve months in advance. The Leased Space is not deemed to have been reserved unless and until this Rental Agreement has been delivered and the Basic Rent paid in accordance with paragraph 3 above.
6. **Damages.** Should any damage, destruction or losses occur to the Leased Space and/or to the Center Premises as a direct or indirect result of Lessee's use of any part of the Leased Space, Lessor shall repair same and shall apply the Security Deposit to such repair. If such damage or destruction exceeds such Security Deposit, Lessee agrees to pay the excess immediately upon demand.
7. **Indemnification.** The Lessee assumes responsibility and liability for all activities with regard to, or in connection with, the use of the Leased Space and hereby releases the Lessor, its Parish Council, Priest, agents and employees and agrees to indemnify and hold harmless the Lessor, its Parish Council, Priest, agents and employees from and against any and all

claims, injuries (including death), losses, damages (including damage to properties, whether the same be that of either party hereto or third parties), causes of action, suits, settlements, judgments, costs, expenses, and any liability of every kind (including all expenses of litigation, court costs, attorneys' and other professional fees), as a result of, or directly or indirectly arising out of, or in connection with, this Rental Agreement or the use of the Leased Space as contemplated by this Rental Agreement. **It is also the express intention of the parties hereto that the indemnity provided for in this paragraph is also to provide indemnity by the Lessee to indemnify, protect and hold the Lessor, its Parish Council, Priest, agents and employees harmless from the consequences of the Lessor's or its Parish Council's, Priest's, agents' or employees' own negligence or alleged negligence, whether the negligence or alleged negligence is a sole or concurring cause of any injury, loss, damage or liability.**

Upon written request of the Lessor, the Lessee shall assume the investigation and defense of any claim, lawsuit, cause of action or other legal action or proceeding, including the employment of counsel and payment of all costs and expenses related thereto. The Lessor shall have the right to employ separate counsel at the expense of the Lessee, and at the option of the Lessor to participate in the investigation and defense of any claim, lawsuit, cause of action or other proceeding.

8. **Leased Space Capacity.** Lessee shall not permit more persons into the Leased Space than can safely and freely move about, as determined by the Fire Marshall, which is 299 for the Hall and 299 for the Sanctuary.
9. **Parking.** Free parking is provided Lessee during the Event Period, but such parking shall be solely in Lessor's parking lots and on the public streets adjacent to or in the vicinity of the Premises. **In this regard, Lessee agrees that in no circumstances will Lessee or any of Lessee's participants park any vehicles in front of the adjacent military facility's entrance gate or otherwise block or hinder ingress or egress through said gate.** Parking signs and restrictions must be strictly observed by Lessee, its agents, employees and guests. Loading ramps, doorways, and driveways must not be blocked. With the exception of the Hall and Reception area, the drinking of alcoholic beverages anywhere on the Leased Space is prohibited.
10. **Governing Agreement.** In the event there is any conflict between the terms of this Rental Agreement and the Policies, the terms of this Rental Agreement shall govern.
11. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein. No modifications, amendments, variations or changes to any provisions hereof shall be valid or binding upon any party hereto unless and until a written instrument setting forth such modification, amendment, variation or change

shall be executed by all of the parties hereto.

- 12. **Prior Agreements.** This Agreement supersedes any and all prior agreements among the parties hereto relating to the subject matter hereof.
- 13. **Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable, the validity and enforceability of any remaining provisions of this Agreement shall remain in force and effect as if the Agreement had been executed with such invalid provision omitted.
- 14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 15. **Venue.** All disputes or disagreements concerning this Agreement may be brought in or resolved by a court of competent jurisdiction located in Travis County, Texas.
- 16. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of all of the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns.
- 17. **Survival of Terms.** The terms of this Rental Agreement shall survive the Event Period.
- 18. **Headings.** The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Rental Agreement.
- 19. **Acknowledgment of Lessee.** LESSEE ACKNOWLEDGES THAT LESSEE HAS READ EACH AND EVERY PART OF THIS RENTAL AGREEMENT, INCLUDING THE POLICIES, AND FULLY UNDERSTANDS THE SAME, INCLUDING, BUT NOT LIMITED TO, THE INDEMNIFICATIONS OF LESSOR CONTAINED HEREIN.

IN WITNESS WHEREOF, the undersigned have entered into this Rental Agreement as of the date first above written.

"LESSOR":
ST. JOHN THE THEOLOGIAN GREEK
ORTHODOX CHURCH

By: _____
Printed Name: _____
Title: _____

"LESSEE":

By: _____
Printed Name: _____
Title: _____