

ST. JOHN THE THEOLOGIAN GREEK ORTHODOX CHURCH CHURCH & PARISH HOME AGREEMENT

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 that portion of the St. John the Theologian Greek Orthodox Church Mount Tabor Hall (the "Hall") and the surrounding premises, including the parking lots and the Sanctuary (collectively with the Hall hereinafter referred to as the premises) or the "Leased Space" which has been leased by Lessee pursuant to Exhibit "A" hereto. The Leased Space may include Lessee's use of the kitchen as needed for the Scheduled Event (as hereinafter defined). Lessee rents and takes the Leased Space under the terms and conditions set forth herein, together with those certain terms and conditions set forth in the policies and Procedures attached hereto as Exhibit "A" incorporated herein by reference (the "Policies").
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. **Payment.** Lessee shall lease the Leased Space for the basic rental of \$_____ (the "Basic Rent"). The security deposit required by Lessee in connection with rental of the Leased Space is \$_____ (the "Security Deposit"). Any and all charges, costs or expenses due under the terms of this Rental Agreement, other than the Basic Rent and which exceed the Security Deposit are due and payable on demand by Lessee to Lessor (the "Additional Charges"). Lessee shall make payment in full of the Basic Rent and the Security Deposit at the time of signing and delivery of this Rental Agreement to the Office of Lessor. Additional Charges shall be due and payable in full at the time of the Event Termination, unless otherwise specifically required by Lessor at an earlier time. All payments due under the terms of this Rental Agreement shall be made by cashier's check, money order or personal check.
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. **Restoration of the Leased Space.** LESSEE IS REQUIRED TO CLEAN UP THE LEASED SPACE FULLY AND TO RESTORE THE SAME TO THE CONDITION IN WHICH LESSEE FOUND IT. Should Lessee fail or refuse to clean up and restore the premises, Lessor shall do so and charge the full cost thereof against the Security Deposit (as defined in the Policies). Any remainder of the Security Deposit shall be refunded to the Lessee within thirty days after approval by the Lessor of the restoration of the Leased Space. In the event restoration of the Leased Space and/or the Center Premises as a direct or indirect result of the Scheduled Event, exceeds the amount of the Security Deposit, Lessee agrees to pay the excess immediately upon demand.

7. **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.

8. **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.

9. **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.
10. **Decorations.** Lessee may install decorations which do not injure or mar or in any manner deface the premises or any equipment of Lessor, and shall be responsible for removing the same and restoring the premises to their original condition. No hooks, nails or screws may be attached to any surfaces. No items may be hung from light fixtures, air conditioning ducts, grills or diffusers. No exit may be obstructed by decorations or by any other furniture or objects of any kind. Exit signs may not be defaced or blocked from normal line of sight.
11. **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.
12. **Alcoholic Beverages.** Any and all use of alcoholic beverages must be in strict conformance with the Alcoholic Beverage Code of the State of Texas. Serving of alcoholic beverages will be allowed only during the times of leased use of the premises. Lessee agrees to defend, indemnify and hold harmless Lessor and its Parish Council, officers, Priest, agents, representatives and employees from any and all liabilities, demands, claims, losses, costs or expense, including, but not limited to attorneys' fees, arising out of or related to any damage to or loss of property, sickness, disease, damages, bodily injury, or death resulting from the consumption by any person of any alcoholic beverages, which consumption is directly and/or indirectly related to the Scheduled Event. Lessee is solely responsible for providing proper transportation for an obviously intoxicated guest.
13. **Food Preparation.** Preparation of food in the Leased Space is not allowed, other than in the kitchen. Food service provided by caterers is subject to the caterer's guidelines set out in Exhibit "B."

14. **Tables and Chairs.** Lessee may use Lessor’s tables and chairs as needed in the Leased Space provided that same are replaced to the area where same are stored.
15. **Serving Items.** Lessee must furnish all tabletop and serving items. These items include, but are not limited to, china, flatware, glassware, paper goods, napkins, tablecloths and condiments.
16. **Compliance by Lessee.** Lessee shall comply with all laws of the United States, the State of Texas, Travis County, all ordinances of the City of Austin and all rules and regulations of the Police and fire Departments or other Municipal authorities having supervisory or other authority over the premises, and will be responsible to obtain and pay all necessary permit fees, license fees and taxes. Lessee shall not permit anything to be done on the premises during the period of this Rental Agreement in violation of any such laws, ordinances, rules or regulations, and if the attention of Lessee is called to any such violation, Lessee will immediately cease or correct such violation, and should it fail or refuse to do so, this Rental Agreement shall be terminated and Lessor shall immediately remove Lessee from the premises.
17. **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.
18. **Entire Agreement.** This Agreement and Exhibits “A” and “B” hereto 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.
19. **Prior Agreements.** This Agreement supersedes any and all prior agreements among the parties hereto relating to the subject matter hereof.
20. **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.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
22. **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.

- 23. **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.
- 24. **Survival of Terms.** The terms of this Rental Agreement shall survive the Event Period.
- 25. **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.
- 26. **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: _____