

RENTAL AGREEMENT
St. Mark Coptic Orthodox Church Social Hall

This RENTAL AGREEMENT, dated this _____ day of _____, 200____, between St. Mark Coptic Orthodox Church, Seven Hills, Ohio (hereafter referred to as St. Mark), an Ohio non-profit organization, and _____ (hereafter referred to as Renter), an individual/a corporation/ a limited liability company, whose address is

_____ agree to the following:

Rental Event and Location: St. Mark hereby agrees to allow Renter to utilize the following for the time and purpose set forth below:

- _____ Social Hall located at 2100 East Pleasant Valley Road, Seven Hills, Ohio 44131
- _____ Kitchen (with appliances)
- _____ Kitchen (without appliances)

Rental Date _____ (month) _____ (day), 200____

Rental Time _____ a.m./p.m. to _____ a.m./p.m.

Setup Time _____ a.m./pm. to _____ a.m./p.m.
(subject to additional charge).¹

Purpose of Rental

Rental Fee: Renter agrees to pay St. Mark both a deposit and a Rental Fee. The NON-REFUNDABLE deposit in the amount of \$ 75.00 is due upon execution of this Agreement. The Rental Fee is due no later than 7 days prior to the Rental Date set forth in this Agreement.² The Rental Fee is in the amount of \$ _____

1 Minimum rent of \$150.00/ 4hr). For an additional \$150.00, and subject to schedule availability, the Social Hall may be rented for set-up the night before the event.

2 St. Mark will be responsible for opening and closing the building.

The Rental Fees are as follows:

Social Hall Rental includes:

1. Use of Social Hall for _____ hours.*
2. Use of Kitchen. (Extra charge will be applied for use of appliances).
3. Use of stage.
4. Use of tables and chairs for up to 230 people.
5. Parking lot.

NOTE: The Social Hall is alcohol and drug free. Smoking is prohibited in the Church building as well as on any Church property, including the parking lot.

Social Hall Rental does not include:

1. Use of linens.
2. Use of place settings.
3. Use of coffee/tea urns.
4. Food, beverages, and condiments. (Catering is available upon request).
5. Entertainment. (Photographer and music available upon request).

NOTE: These amenities are available for rental. Please see supplemental fee schedule.

* St. Mark is responsible for opening and closing the building.

Choice of Law. This Agreement is governed by the laws of the State of Ohio.

Choice of Forum. Any disputes arising from or out of this Agreement must be brought within a Court under the jurisdiction of the Supreme Court of Ohio in the County of Cuyahoga.

Limitation of Liability. St. Mark, its clergy, board members, members, agents, and employees shall not in any manner be held responsible or liable for the safety, health, or well-being of any person(s) arising out of the use and/or operation of the Social Hall, Kitchen, Hallways, Corridors, Parking lot, or any and all other facilities on the property of St. Mark, or for the activities of Renter and/or Renter's guests and invitees.

Miscellaneous Provisions. Renter agrees to the following additional terms and conditions:

St. Mark, its clergy, board members, members, agents and employees, assume no liability for the injury to patrons, guests, invitees, or others on the rental property preceding, throughout and following the rental period set forth in this Agreement. Renter shall indemnify, defend and hold harmless St. Mark, its clergy, board members, members, agents and employees, from any and all liability, claim, property damage, personal injury and/or others on the property, arising out of, or during the Rental.

Renter shall be responsible for cleaning the Social Hall after the event. Should Renter fail to clean the Social Hall and leave it in the same condition it was entrusted, Renter shall be responsible for the cleaning expense. A bill will be forwarded to Renter and payment shall be made within ten (10) days.

Renter shall be responsible for, and shall reimburse St. Mark, within ten (10) days, for all lost, stolen, damaged, or missing property.

Renter shall not conduct, encourage, allow, or tolerate any unlawful activities or breach of the public peace.

Renter shall not allow any consumption of liquor or intoxicating beverages on St. Mark property.

Renter shall not allow smoking on St. Mark property.

All decorations and decor shall be removed by Renter at the end of the Rental Event. NO tacks, No nails, and NO staples shall be used on the walls, ceilings, floors, or furniture. If items are not removed at the end of the Rental Event or any damage is done to St. Mark property on or about the rented premises, a minimum fee of \$ _____ will be paid by Renter to St. Mark within ten (10) days of the Rental Event. If the actual damage is greater than \$ _____, Renter shall pay St. Mark the amount of the actual damages claimed by St. Mark within ten (10) days of notification by St. Mark of the amount of damages. Assessment of replacement cost damages (as opposed to repair costs) shall be at the sole and absolute discretion of St. Mark.

Renter shall not advertise the activity for the rented space which gives the impression that St. Mark is sponsoring the Rental Event.

If this Agreement is Breached by the Renter, its patrons, guests, invitees, and others, St. Mark may terminate the Rental Agreement and demand that the rented premises be vacated immediately, without refunding the deposit or rental fee to the Renter.

Should St. Mark employ an attorney because of any breach of this Agreement by Renter, Renter shall pay to St. Mark reasonable attorney fees and expenses as are incurred by St. Mark. Renter shall be liable for such attorney fees whether or not St. Mark institutes legal proceedings. However, where legal proceedings are instituted by St. Mark against Renter, and said proceedings result in a monetary judgment in favor of St. Mark, those reasonable attorney fees for which Renter shall be liable to St. Mark shall not be less than 15% of said judgment.

Renter Name/Organization

**St. Mark Church Representative
2100 E. Pleasant Valley Road
Seven Hills, Ohio 44131**

Street Address

Ph: (216) 642-7692 Fax: (216) 642-7693

City, State, Zip Code

Telephone Number

Email