

**St. Philip's Church in the Highlands
1101 Route 9D
Garrison, NY 10524**

Parish House Rental Agreement

This **Rental Agreement** by and between _____ (**Lessee**) and the **St. Philip's Church in the Highlands (St. Philip's), Lessor** is entered into this _____ day of _____, 20____ at Garrison, New York. Checks should be made payable to **St. Philip's Church**.

LESSEE INFORMATION

Lessee _____
City/State/ Zip _____
Telephone _____
Email _____

EVENT INFORMATION

Event Type/Name _____
Date _____
Event Hours (including set up and cleanup).
Start _____ **Finish** _____

TOTAL RENTAL FEES

The **Total Rental Fees** consist of the Fee per the following **Schedule** for a given day, plus any **Fees** for use of the **Kitchen** and/or use of **Dishes, Glasses and Flatware**, if applicable. A **Rental Deposit of 50%** of the **Total Fees**, together with a **Security Deposit**, are required to lock in the date of the **Event**. This **Rental Deposit** is applicable toward **Total Rental Fees**. **Fees** are payable by cash or check made payable to **St. Philip's Church**. Please indicate on the envelope or memo section on the check: "Parish House" and the date of the **Event**. The balance of the **Total Rental Fees** is due on or before the date of the **Event**.

SECURITY DEPOSIT

A **Security Deposit of \$250** is due upon reservation of the Parish House, and refundable within thirty (30) days after the **Event** if all terms of this **Agreement** have been fulfilled by **Lessee**.

SCHEDULED RENTAL FEES

\$125/hour (min 2 hours) up to 3 hours, \$500 for 4+ hours.

If the **Event** is primarily intended for children 12 years of age or under, the above **Scheduled Rental Fees** shall be discounted by 50%. This discount shall not apply to any **Security Deposit, Use of the Kitchen** or **Use of St. Philip's Dishes, Glasses and Flatware** as set forth below.

INCLUDED IN THE SCHEDULED FEES

The **Scheduled Rental Fees** listed above include use of the Parish House during the agreed times and use of the tables and stackable chairs.

Also included is the temporary use of the **Kitchen** counters and refrigerators on the day of the event.

Also included is use of **St. Philip's** driveway and parking lot. The **Lessee** agrees not to block, or permit its guests to block, entrances to the Church, nor the driveway itself.

Also included is use of **St. Philip's** lawn and playground. **Lessees** and the general public are welcome to use areas of the lawn on a first come/first serve basis.

NOT INCLUDED IN THE SCHEDULED FEES

Use of the **Nursery School** space in the basement of the Parish House.

Use of the **Nursery School** books, toys, and supplies.

Use of the **Kitchen** stove, ovens, pots and pans and cooking utensils. The **Lessee** may use these items for an **Additional Fee** of \$100.00.

Dishes, Glassware and Flatware from the **Kitchen** and **Pantry** shelves. The **Lessee** may use these items for an **Additional Fee** of \$2.50 per capita.

OTHER PAYMENT CONDITIONS:

The above fees do not include the cost of any personnel required to support the **Event** in any way(s) not contemplated by this **Agreement**.

A service charge of \$25 will be imposed on checks returned for insufficient funds.

The **Lessee's** failure to pay on the agreed dates will constitute a breach of this **Agreement**, the **Event** may be cancelled at **St. Philip's** sole discretion, and **St. Philip's** reserves the right to retain the full deposit, not including any **Security Deposit**.

Any changes to the **Event** details set forth herein may increase the costs set forth in this **Agreement**, to be paid by **Lessee**.

DATE/TIMES OF PERMITTED USE

Subject to the terms and conditions of this **Agreement**, **St. Philip's** hereby grants to **Lessee** license to use **St. Philip's Parish House (the "Facility")** (when school is not in session) for the dates and times as agreed above.

INSURANCE

St. Philip's may, at its sole discretion, require the **Lessee** to furnish a Certificate of Liability Insurance in an amount up to and including \$2,000,000 per Occurrence, naming **St. Philip's Church** as an additional Insured under the Policy.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by **Lessee**, its agents, employees, contractors, sub-lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this **Agreement**. **Lessee** hereby releases **St. Philip's** from any and all liability or responsibility to **Lessee** or anyone claiming through or under **Lessee** by way of subrogation or otherwise for any loss or damage to equipment or property of **Lessee** covered by any insurance then in force.

COVID-19

COVID-19 is a serious and highly communicable disease. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Although St. Philip's Church asks all attendees to observe certain precautions, there is no assurance of protection from exposure to COVID-19 at events held on St. Philip's Church campus. The risk of exposure to COVID-19 is voluntarily assumed by all attendees.

"AS-IS" CONDITION

Lessee agrees to accept the **Facility** in its "as-is" condition "with all existing faults". The **Lessee** agrees to vacate the **Facility** in the same condition as it found it, including but not limited to sweeping the floor, mopping any spillage of food or drink, and the entire floor if necessary; and returning the tables and surrounding chairs to their "standard configuration".

ADDITIONAL CLEAN-UP AND DAMAGE PROVISIONS

Lessee agrees:

- To leave the **Facility** in broom-clean condition within the time allocated in this **Agreement**.
- To remove all rubbish and debris, including food and beverage remains, to the trash containers outside the **Facility** on the south side of the building.
- To preserve the floor, by not dragging tables and chairs across it, and by wiping up spills promptly.
- Not to move the furniture or cabinets in the reception area.
- Not to tack, tape or otherwise adhere anything to the walls, woodwork, or floors, including nails, screws, hooks, picture hangers, glue, and tape, nor hang anything from the ceilings.
- Not to discard paper towels, diapers, and other trash in the toilets - Use waste bins provided.
- Not to bring helium balloons into the **Facility**.
- If any damage occurs to the **Facility**, or if any repairs or replacements need to be made to the **Facility** as a result of **Lessee's** exercise of its rights under this **Agreement**, **Lessee** shall pay **St. Philip's** for any such damage, repairs, or replacements upon demand by **St. Philip's**.

TERMINATION

St. Philip's may terminate this **Agreement** based upon any one or more of the following events:

- A. Failure of **Lessee** to pay the **Rental Fees** or any other charges due under this **Agreement** when the same are due.
- B. **Lessee** fails to perform any of its covenants under this **Agreement**.

In any of the aforesaid events, and in addition to any and all rights and remedies available to **St. Philip's** by law or in equity, **St. Philip's** may, without further notice, forthwith terminate this **Agreement** and expel and remove **Lessee**, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of **Lessor** or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said **Facility**, and in addition to any other remedy it may have, **Lessor** may recover from **Lessee** all damages it may incur by reason of such breach by **Lessee**.

INTERFERENCE

Lessee shall use the **Facility** in a manner which shall not in any way cause interference with the use or occupancy of the other portions of **St. Philip's** Property, whether by **St. Philip's** or others.

Lessee's use of the **Facility** shall be in such a manner so as not to interfere with or impose any additional expense upon **St. Philip's** in maintaining the Property.

USAGE HOURS & COOPERATION WITH OTHERS

St. Philip's may require use of the premises before and after the **Event** hours set forth in this **Agreement**. The **Lessee** agrees to occupy the premises only during those hours. **St. Philip's** may make available for use by others at the same time portions of the grounds and buildings not subject to this **Agreement**. The **Lessee** agrees to cooperate in good faith with **St. Philip's** and those using other areas of the premises.

SECURITY

At its discretion, **St. Philip's** may require the **Lessee** to hire security personnel to support the event, at the **Lessee's** expense.

SMOKING

By law, smoking is not permitted inside the **Facility**.

ALCOHOL

The sale of alcoholic beverages is prohibited, except if the seller is in possession of a valid Permit from the relevant municipalities. Alcohol may be furnished by the **Lessee**, free of charge, to adult guests at the **Event**.

NOISE LEVELS

Please remember this is Church property and that there may be visitors to the Church or the Rectory during your **Event**. As part of the village community, **St. Philip's** has surrounding neighbors, including our Rector. Additionally, events held on the Lawn may be subject to early closure if the noise levels violate local ordinances.

EMERGENCY PROCEDURES

Damage or equipment malfunction should be reported immediately to the signatory listed below for **St. Philip's**. Call 911 for fire or smoke conditions, or health emergencies.

CANCELLATION

Lessee may cancel this **Agreement** at any time up to 30 days prior to the **Event** date by providing written notice of such Cancellation to **St. Philip's**, to ensure the return of **Rental Fees** and/or **Security Deposit** already paid, less any related **Event** fees incurred by **St. Philip's**. If the **Lessee** fails to comply with this provision, the **Lessee** will be liable for **Full Rental Fees**. **St. Philip's** will return any **Security Deposit**, less any damages to the Facility caused by the **Lessee**.

St. Philip's, in its sole discretion, may cancel the **Event** if a reasonable basis exists, including, but not limited to, default, non-performance or breach of any of the warranties, terms or

conditions of this **Agreement** by the **Lessee**. In that event, **St. Philip's** reserves the right to retain **Scheduled Fee Deposit**. The **Lessee** also agrees to pay on demand any out-of-pocket expenses incurred by **St. Philip's** in connection with the cancelled **Event**.

GOVERNING LAW

This **Agreement** shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the State of New York.

The **Lessee** acknowledges that he/she has read and understands the contents of this **Agreement**, and in signing this **Agreement**, agrees to compliance with all of its terms and conditions.

Lessee

Lessor/St. Philip's Church in the Highlands

Name of Person or Organization

Title

by (Signature)

by (Signature)

(date)

(date)

(Telephone)

(Telephone)

(email)

(email)