

Catholic Diocese of Evansville Single Use Agreement – Madden Hall

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____ as “Licensee” and CHARLES C. THOMPSON, BISHOP OF THE CATHOLIC DIOCESE OF EVANSVILLE, INDIANA, by and through St. James Catholic Church, “Diocese”. In consideration of the permission by Diocese, which permission is hereby granted Licensee, for possession and limited use of the Premises hereinafter described for the purpose and upon the conditions and terms hereinafter described, the parties agree as follows.

1. **DAMAGE DEPOSIT:** Licensee agrees to make a damage deposit, in advance for Licensee’s limited use of the Premises described in Paragraph 2 below in the amount of \$400.00, as a condition of the Diocese in granting use of the said Premises to Licensee. The damage deposit of \$400.00 made payable to St. James Altar Society must be received at the time the lease is signed and received. Send deposit in the addressed envelope furnished with this package. The deposit is not refundable if the reservations are cancelled less than 120 days prior to the event.
2. **PREMISES:** The Premises to be utilized hereunder (the “Premises”) is Madden Hall (Gym). Rental fees for this occasion are as follows:
This agreement covers up to 500 people _____
This agreement covers up to 501 – 600 people _____
Madden Hall Rental amount for this agreement _____
Outside Catering usage fee (if applicable) _____
Total Rental and Usage _____
3. **PERIOD OF LICENSE:** The Premises are available for use by Licensee for the period from the _____ day of _____, 20____, at _____ M, to and including the _____ day of _____, 20____, at _____ M.
4. **DIOCESE PROVIDES:** Diocese agrees that it will provide heat, air-conditioning, light, water and other utilities in connection with Licensee’s limited use of the Premises, but shall not be liable for any failure in that regard, whether such failure is due to the negligence of the Diocese or otherwise.
5. **LICENSEE’S PURPOSE:** Licensee agrees that it will use the Premises for the following purpose only, and for no other purpose: _____.
6. **DAMAGE OR DESTRUCTION:** Licensee agrees that at the expiration of the period of its license it will return the Premises to Diocese in the same condition as the Premises were prior to Licensee’s use, ordinary wear and tear excepted; Licensee shall provide constant supervision and control over its agents, employees, members, patrons, guests and any persons using the Premises by, through or under Licensee to insure that said Premises are not damaged or destroyed in any way. The reasonable costs of any repairs or replacement for the Premises or any appliance, fixture or improvement connected therewith, resulting from or arising out of Licensee’s use shall be borne by Licensee. Licensee agrees to see that the Premises are clean and in good condition at the expiration of the Use Agreement.

7. CONDUCT OF LICENSEE AND LICENSEE'S GUESTS, MEMBERS AND OTHER PERSONS USING PREMISES UNDER LICENSEE: Licensee shall be responsible for the conduct of its agents, employees, members, patrons, guests and any person using Premises by, through or under Licensee or its license, and shall promptly comply with the reasonable requests of Diocese regarding the conduct of all such persons. Diocese shall have the right to make reasonable rules and regulations at all times regarding the use of the Premises, with which Licensee agrees to comply. A list of current Rules and Regulations are a part of this Agreement and begins on page 4.
8. SERVING OF ALCOHOL BY LICENSEE: Licensee shall be responsible for the compliance of its agents, employees, members, patrons, guests and any person using the Premises by, through or under Licensee or its license, with all Indiana law governing the sale, use, distribution or consumption of alcohol. Licensee may NOT bring alcoholic beverages into the building or on the property other than those being served by a licensed bartender complying with Indiana Law. St. James Parish allows only beer and wine to be served. Not complying with said contract will result in hard liquor being removed from Premises and will result in forfeiting the \$400 security deposit due to Breach of Contract. For liability purpose an Off-Duty Security will be provided at a cost of approximately \$125.00 for five (5) hours during any reception that alcohol is served. Licensee will/will not (circle one) serve alcohol on Premises _____ (initial).
9. EXCLUSION OF LIABILITY OF DIOCESE: Diocese and any other person, firm, or entity having an interest in or responsibility for the Premises under or in conjunction with Diocese shall not be liable under any circumstances for any injury to the person, including death of Licensee, or any agent, employee, member, patron, guest or other person who may be on or about said Premises under on in connection with Licensee's use or for loss or damage to any property brought onto or about the Premises by Licensee or any such persons, whether such injury, loss or damage occurs by reason of the negligence of Diocese or of any agent, employee or representative of Diocese, its affiliated or subsidiary organizations or otherwise.
10. INDEMNITY OF DIOCESE BY LICENSEE: Licensee, in further consideration for the use of the Premises, agrees to defend, indemnify and hold harmless the Diocese, its subsidiaries and affiliates, and their respective members, representatives, officers, agents, employees, successors and assigns, or and from any and all claims, demands, damages, suits or actions which may be brought against them or any of them for injury to any person including death, or for damage to any property, arising out of or resulting from, or in any way connected with the occupancy by or use of the Premises by Licensee, its agents, employees, members, guests, and any other persons using such Premises under said license, for alleged acts or omissions including negligence on the part of Diocese, its subsidiaries or affiliates and their respective members, representatives, officers agents, employees, successors and assigns.

11. LICENSEE TO PROVIDE LIABILITY INSURANCE: Licensee further agrees to obtain and keep in effect during the term of its use hereunder, liability insurance on an occurrence form covering Licensee and its activity or use of the Premises and providing limits of not less than one million dollars (\$1,000,000.00) each occurrence for bodily injury to any person or group of persons or for property damage. Such policy or policies of insurance shall provide primary and noncontributory coverage naming Diocese, its subsidiaries, affiliates and their respective representatives, officers, agents, employees, successors and assigns as additional insured's. A certificate or other proof thereof shall be delivered to Diocese prior to Licensee's entering upon the Premises. Such policy or policies shall provide for contractual liability insurance for the use of the Premises, and shall further provide medical payments providing limits of insurance coverage of not less than one million dollars (\$1,000,000.00) each occurrence for bodily injury to any person or group of persons or for property damage for all persons using the Premises under the license created hereby.

Rules and Regulations:

Maximum capacity for Madden Hall is 600 people. Capacity may not be exceeded.

One (1) month prior to your reservation, the Altar Society Representative will mail the name of the team leader who will prepare the meal and the insurance form for the insurance through the Diocese. Should you use your homeowners, you must provide the Altar Society Representative with a copy of the coverage. A guarantee of meal reservations, time of meal to be served and choice of menu must be made ten (10) days prior to the event. This should be called to the Altar Society Representative. At this time a total bill, including the rent will be given to the renter. Payment of the total bill must be made payable to St. James Altar Society and given to Altar Society Representative no less than three (3) days prior to the event. If outside catering is utilized, the rental and usage fee must be mailed or brought to the St. James Altar Society Representative ten (10) days prior to the event. You may have access to Madden Hall on Friday to set up and decorate after 4:00 PM on a school day, or at some other time mutually agreeable to you and the team leader during school vacations. You may set up and decorate after 7:00 AM on Saturday morning. **YOU MAY USE THE FACILITY FOR A MAXIMUM OF FIVE (5) HOURS ON FRIDAY. A CHARGE OF \$50.00 PER HOUR WILL BE CHARGED AFTER FIVE (5) HOURS. THIS WILL BE DEDUCTED FROM THE DAMAGE DEPOSIT.** When you arrive for decorating, the facility will be clean. You are responsible for the cleanliness of the facility after decorating on Friday (or Saturday). The team leader or security person will lock up when your time is up.

The rental fee includes normal clean up, ice and table cover. Licensee is responsible for the set up and arrangement of tables and chairs for the event. No tables or chairs may be taken outside the building. No decorations may be affixed to painted or polished surfaces so as to cause damage to the surface especially through the use of nails, staples or any kind of tape on tabletops, walls, ceiling, floor, etc. No decorations are allowed to hang from the ceiling. No glitter or confetti of any kind may be used. No dance wax may be used. Rice or birdseed may not be used at this facility or at the Church. Open flame candles may not be used. Candles can be used provided they are enclosed and flame does not reach above the top of holder. No smoking is allowed in the building. For weddings and similar events the band must stop playing and the bar must close by 11:30 PM. The building must be empty of people, personal items and rental items by 12:00 AM. Failure to have the building cleared by 12:00 AM will result in forfeiting \$200.00 of the damage deposit. The entire \$400.00 will be forfeited if the building is not cleared of people, personal property or rental property by 12:30 AM.

Other

The damage deposit will be refunded within two (2) weeks after the event if the facility passes inspection and is emptied in the time frame explained above. **THE DAMAGE DEPOSIT IS NOT REFUNDABLE IF THE RESERVATIONS ARE CANCELLED LESS THAN 120 DAYS PRIOR TO THE EVENT.** Current meal prices and menus are attached. Meal prices are subject to change. Please bring containers for all leftover food. Should St. James provide containers there will be an additional charge of \$20.00.

THANK YOU!

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IN WITNESS WHEREOF, the parties have hereunder set their hands and seals

this _____ day of _____, 20 __.

LICENSEE:

By: _____
(Signature)

Printed: _____

Address: _____

Phone: _____

DIOCESE:

CHARLES C. THOMPSON, BISHOP OF THE
CATHOLIC DIOCESE OF EVANSVILLE, INDIANA

BY: _____
ST. JAMES PARISH REPRESENTATIVE

BRIDE'S NAME: _____

GROOM'S NAME: _____

Approved August 17, 2016
St. James Parish Council