

## THE COMMUNITY OF THE GOOD SHEPHERD USE OF PREMISES AGREEMENT

IN CONSIDERATION of the mutual promises herein contained, it is hereby agreed by and between THE COMMUNITY OF THE GOOD SHEPHERD, hereinafter called "OWNER" and "Name of User" hereinafter called "USER," as follows:

**(A) Specific Use.** OWNER agrees to permit USER the use of the (Entire Community Room) located at 8815 East Kemper Road, Cincinnati, Ohio 45249, for the purpose of a (Reception) on (DATE), from (TIMES) which includes the use of the bar area, the atrium area, kitchen area, and use of the tables and chairs located within the premises. The rental cost for the use of these premises is (\$COST).

**(B) Conditions of Use.**

1) Food and Beverages

a) Unless approved by OWNER, USER will contract with a caterer to provide food and beverage service and supplies if food and beverages are to be served during the use period. USER agrees to choose a caterer that is acceptable to the OWNER. USER shall notify OWNER of the identity of the caterer at least (8) weeks in advance of the usage date.

b) OWNER reserves the right to approve and schedule the pickup and delivery of all food, beverages, and supplies.

c) The following items are available through the bar facility at Good Shepherd at additional cost. These items are inventoried before and after each event and you will be charged our cost for the quantity of supplies that you use.

<b>SOFT DRINKS and MIXERS -</b> Coke, Diet Coke, Sprite, and Club Soda	<b>\$ .30/ cup</b> _____
<b>POTATO CHIPS -</b> 3 lb. bulk boxes	<b>\$5.00 each</b> _____
<b>PRETZELS -</b> 4 lb. bulk boxes	<b>\$5.00 each</b> _____
<b>SNACK BOWLS -</b>	<b>\$7.75/ 50</b> _____
<b>DRINK CUPS -</b> 9 oz., 10 oz., 12 oz. plastic	<b>\$7.50/ 100</b> _____
<b>ICE -</b> 800 lb. capacity ice machine	<b>No Charge</b>
<b>BEVERAGE NAPKINS -</b> white 6 x 6	<b>No Charge</b>
<b>TABLECLOTHS –</b> white linen (54"x108" for long banquet tables, 82"x82" for round tables)	<b>\$3.25 each</b> _____

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

2) Cancellation by Owner for Cause. Use of the premises and equipment located therein is for the purpose specified above, and is subject to supervision by the OWNER, and cancellation by OWNER in the event of any violation of this Agreement by the USER.

3) Decorations

- a) All decorations and their placement must be approved by the OWNER before the beginning of the use period in a time and manner determined by the OWNER. *(When you have an idea of what you would like to do, please call to discuss.)*
- b) The USER shall be responsible for the installation and removal of any decorations installed. Decorations shall be removed within one hour after the use period has ended unless otherwise agreed by OWNER.

- c) Failure to properly remove any decorations installed will result in the imposition of a reasonable charge upon the USER to cover the OWNER'S cost of cleaning and restoration.
  - d) No decorations may be installed prior to the date of the rental period, unless otherwise agreed by OWNER.
  - e) Table candles shall be placed in glass containers.
  - f) Rice and confetti shall not be permitted to be thrown on the premises. Should rice or confetti be thrown, a reasonable charge upon the USER may be imposed by the OWNER to cover Owner's cost of cleaning and restoration.
  - g) Any food stuffs, beverages shall be removed from the kitchen and/or walk-in cooler within one hour after the use period has ended unless otherwise agreed by OWNER.
  - h) User hereby acknowledges receipt of and agrees to abide by the separate document, "Rules and Regulations for Use of Facilities."
- 4) Agreement is for a usage period of (maximum 4 hours)
- 5) Liability, Hold Harmless Indemnification.
- a) USER agrees to pay for any damage to the premises or to the equipment located therein, except for normal wear and tear, and USER agrees to indemnify OWNER for the cost of any repair to the premises or to the equipment located therein within ten days after written demand of the OWNER for payment.

- b) USER agrees to indemnify, protect, save, and hold harmless the OWNER, its priests, staff, employees and parishioners, the Archbishop of Cincinnati and his successors as Trustee for The Community of the Good Shepherd Parish and Gallagher Bassett Insurance Service, hereinafter called the "ARCHDIOCESE," their respective representatives, agents and employees, from and against any and all liability, loss claims, suits, judgments, causes of action, cost and expense arising out of or connected with the use of the premises of the aforesaid OWNER and ARCHDIOCESE by the USER and/or by any of the User's agents, employees, invitees, representatives and/or guests, which use results in any injury or alleged injury whatsoever to persons and/or property. USER hereby unconditionally agrees that USER shall utilize maximum care in the use of said premises to avoid accidents or occurrences which might cause injury to persons or property.
- c) In the event that any claim is alleged against the OWNER, its priests, staff, employees and/or parishioners, the Archbishop of Cincinnati and his successors as Trustee for the Archdiocese of Cincinnati, or Gallagher Bassett Insurance Service, by anyone (including governmental agencies) arising out of the use of said premises by USER or User's representatives, agents, invitees, employees and/or guests, USER herein expressly understands and agrees that USER shall take over the defense of each and every claim promptly and pay all attorney fees, verdicts, judgments, settlement payments and all

other costs and expenses whatsoever incurred in connection with the defense of all such claims, without exception, it being understood that the USER shall be and remain fully responsible for all such claims and will hold the aforementioned indemnities completely harmless from and against any cost or expense whatsoever in connection therewith.

6) USER agrees to adhere to the following policies regarding the operation of the bar facility:

a) The serving of alcoholic beverages will stop thirty (30) minutes prior to the scheduled ending time of the event. The bar will remain open until the end of the event for serving of soft drinks ONLY.

**b) Bartenders will serve all beverages in plastic cups. (NO bottles/cans may be distributed from bar.)**

c) Beer may be brought in via kegs or cans. (NO glass containers). If you use kegs, taps are provided.

d) The USER agrees to support the efforts of the bartenders, OWNER, its staff and employees in the monitoring of alcoholic consumption by User's invitees and/or guests.

7) Smoke Free Facility

USER is hereby notified that Good Shepherd is a smoke-free facility. Anyone wishing to smoke will be expected to do so outdoors and use the disposal receptacles provided.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents, have affixed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ stating they agree to all terms of this document without exception unless authorized by The Community of the Good Shepherd in writing. In addition, they have read, understand, and agree to all the Rules and Regulations for use of the Facilities.

**Witness:**

**OWNER:**

THE COMMUNITY OF THE GOOD SHEPHERD

By **Director of Facilities**

**USER:**

Signature

Address

City

State

Zip

Telephone number

A deposit/security check in the amount of \$200.00 has been received. (check #) This will be fully refunded after the event assuming no damages have occurred to the premises or no out of the ordinary cleaning expenses are incurred.

Please return a completed signed copy of this contract with all pages initialed along with a check for 20% of the rental fee (\$AMOUNT) at your earliest convenience. This 20% fee is **non-refundable**.

Balance of Reservation Fees (\$AMOUNT) must be paid to Good Shepherd no later than **one month prior to the event**.

Mail to: (Director of Facilities) 8815 E. Kemper Road Cincinnati, OH 45249