HALL RENTAL AGREEMENT NON-MEMBER

**THIS HALL RENTAL AGREEMENT** (“**Agreement**”) is made as of the date set forth below by and between:

**HOLY TRINITY LUTHERAN CHURCH**, having an address at:

1308 Mt Holly Rd

Burlington NJ 08016

(Hereinafter referred to as the “**Church**”)

and

, having an address at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel No: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Lessee”).

**WHEREAS**, the Lessee desires to rent from the Church and the Church desires to rent to the Lessee the Church hall located at 1308 Mt Holly Rd, Burlington NJ 08016 (the “**Hall**”) on the terms and conditions set forth below.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Terms of Rental.** Subject to the terms and conditions contained herein, during the term of the Rental Period (as defined in Section 2 below), the Church hereby rents to the Lessee the Hall for Lessee’s use solely in connection with the following event (the “**Event**”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Describe Event).

In connection with said rental, the Lessee shall have access to and use of the Hall’s restrooms, tables, chairs, stage, lights, and parking lot. Subject to Section 9 below, the Lessee may also have access to and use of the Hall’s kitchen facilities.

2. **Rental Period.** The Lessee shall have use of the Hall for the Event on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_ , between the hours of\_\_\_\_\_ and\_\_\_\_\_ (the “**Rental Period**”). The Rental Period includes any set up time for Lessee’s Event. Hall is available until 11pm under most circumstances.

3. **Rental Donation.** In consideration for use of the Hall for the Event, Lessee shall pay the Church a rental donation of $100 per hour, with a four hour minimum, payable in full fourteen (14) days prior to the date of the Event.

4. **Reservation Deposit.** A deposit of $50 (the “**Reservation Deposit**”), is held as a reservation for the function and will be credited towards the function price. If the Lessee wishes to cancel the function for any reason, the deposit shall be nonrefundable as a pre-estimate of the costs incurred by the Church and not as a penalty. The Church reserves its rights and remedies for any expenses and damages incurred as a result of any cancellations.

5. **Security Deposit.** In addition to the Rental Donation and Reservation Deposit, Lessee shall pay the Church an additional charge of $100 (the “**Security Deposit**”) by check upon execution of this Agreement. Within ten (10) days of the conclusion of the Event, the Church shall refund the Security Deposit to Lessee (by way of check disposal) provided that the Lessee or anyone attending Lessee’s event, has not caused damage to the Hall, its contents and/or the Church grounds and has adhered to any specific usage rules and regulations which have been provided by the Church and are incorporated into this Agreement. Upon demand from the Church, the Lessee shall immediately pay the Church the cost to repair any damage in excess of the Security Deposit. Lessee is responsible for all fees incurred for cancelled or non-cashable checks. If you wish for the Church to provide cleaning services your deposit will be forfeited. Lessee is responsible for all cleaning products except for a mop and bucket which the Church will provide.

6. **Maximum Capacity.** No more than 125 persons shall be permitted in the Hall at any one time.

7. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Lessee shall not hang, tape or suspend decorations from the walls or ceilings of the Hall unless expressly authorized in writing by the Church. It shall be Lessee’s responsibility to promptly remove all decorations upon conclusion of the Event.

8. **Rental Chairs, Tables and Other Equipment.** Lessee may with the prior written consent of the Church, rent chairs, tables or other equipment other than those already present in the Hall for the Event. The Lessee shall be solely responsible for use of any such third party rentals and shall promptly remove any such additional chairs, tables or other equipment at the end of the Rental Period.

9. **Use of Kitchen Facilities.** The use of the Hall’s kitchen facilities shall be subject to the following rules, which may be supplemented at any time by specific instruction of the Church:

(a) The kitchen facility shall be kept clean at all times. All boxes, food and trash originating with the Lessee shall be promptly removed at the end of the Rental Period by the Lessee;

(b) Use of any Church pots, pans and other cooking utensils, the Hall coffee machines or any other equipment or materials stored in the kitchen facility is strictly prohibited, unless expressly permitted in writing by the Church;

and

(c) All food preparation shall be prepared outside of the church. The Church may, in its discretion, require any food caterer to produce evidence of liability insurance as a condition to servicing the Event.

10. **Damage.** Lessee shall be responsible for, and shall reimburse and indemnify the Church for any personal injury or property damage, or loss or liability of any kind incurred by the Church as a result of any of the activities of the Lessee or of Lessee’s guests, incurred in connection with Lessee’s rental of the Hall. This includes, but is not limited to, clean-up of the Hall. Upon conclusion of the Event, Lessee shall surrender possession of the Hall to the Church in the same condition as existed prior to the Event.

11. **Alcoholic Beverages.** Alcohol is prohibited at all times.

12. **Compliance with Laws.** The Lessee shall at all times comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

13. **Indemnity.** Lessee shall indemnify and keep and hold harmless the Church from any and all damages, costs, expenses, and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, Lessee of the Hall and from any loss, or damage, arising from any default, or negligence, by the Church, or failure on the Church’s part to comply with any of the covenants, terms, and conditions herein contained.

14. **Rules and Regulations.** The Church reserves the right to add additional rules and stipulations to use of the Hall from time to time in its sole discretion, which rules and regulations shall be shared with the Lessee and are hereby made a part of this Agreement. Non-compliance with any such rules or regulations may result in immediate termination of this Agreement, closing of the Hall and removal of the guests from the premises at the option of the Church and forfeiture of the Security Deposit.

15. **Assignment.** Lessee shall not assign or otherwise transfer this Agreement without the Church’s prior written approval. Any purported assignment or transfer in violation of this Section 15 shall be void.

16. **Force Majeure.** The Church shall be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by force majeure. “Force Majeure” means any act of God or the public enemy, any accident, explosion, fire, storm, earthquake, flood or impracticality (including potential violation of any applicable law, rule or regulation), or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event.

17. **Miscellaneous.**

(a) Should any part or provision of this Agreement be found unenforceable, the validity and enforceability of such part or provision to this extent not found to be unenforceable, and of the remaining parts or provisions, shall not be affected.

(b) This Agreement embodies the entire agreement of the parties hereto, and there are no agreements or understandings relating hereto which are not set forth herein. No modifications of this Agreement shall have any force or effect unless in writing and signed by both parties.

(c) No waiver of any provision hereof or the failure to correct a breach hereof by either party shall act as a waiver of such provisions or of the right to enforce any subsequent breach hereof.

(d) This Agreement shall be governed and interpreted in accordance with the law of the State of New Jersey without reference to conflict of laws. Only the federal and New Jersey State courts in Burlington County, New Jersey shall have jurisdiction over this Agreement and any controversies arising out of this Agreement, and any controversies arising out of the Agreement shall be submitted only to such courts. The parties hereto hereby submit to the jurisdiction of such courts for the purposes of interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date set forth below.

Dated:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of HOLY TRINITY EVANGELICAL LUTHERAN CHURCH

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

