

HOSANNA HOUSE FACILITY RENTAL AGREEMENT

7618 Hazelton-Etna Road, Pataskala, OH 43062
Hosanna Lutheran Church Office 740-927-3548

Event Coordinator: Kaite McCoy 614-557-6374/HHECOH@gmail.com

A courtesy hold will be placed on your preferred date for 7 calendar days. If a signed contract and deposit are not received within that time, the hold on that date may be released and made available for another renter.

THIS RENTAL AGREEMENT ("Agreement") is made by and between the HOSANNA HOUSE EVENT CENTER (hereinafter "Hosanna House") and _____

(Renting Party Full First and Last Name)

hereinafter the "Renting Party"). "Hosanna House" and the "Renting Party" collectively may be referred to as the "Parties."

RENTAL TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. Facilities. During the term of the Rental Period, defined below, the "Renting Party" may have the exclusive use and enjoyment of the main downstairs Gathering Room, Meditation Room, 3-season porch, kitchen, downstairs bathroom, entries, and immediate grounds surrounding the "Hosanna House" (excluding barns) located at 7618 Hazelton-Etna Road. *The church grounds, church parking lot, and church playground, (anything associated with Hosanna Lutheran Church) are NOT a part of the rental.* During the term of the Rental Period, parking will be made available for the "Renting Party's" guests on Hosanna House property.

2. Rental Period. The "Renting Party" shall have the use of the facilities on _____, _____
(Month Day, Year)

between the hours of **Start Hour:** _____ **End Hour:** _____ (the "Rental Period").
The Rental Party agrees that an adult will be present during the entire rental period of time.

3. Rental Charge/Deposit/Hold. Payment for the Rental Period shall be charged at a flat rate of \$250 for a 3-hour rental or \$350 for a 12-hour (full day) rental. The Rental Period includes any and all set-up and clean-up time required by the Renting Party. The contract page of this agreement must be signed and returned accompanied with a security deposit amount of \$150 and \$25 nonrefundable admin fee within seven (7) days calendar of receipt or the date will not be reserved on the Hosanna House Event Center Calendar. This deposit will be cashed upon receipt and used to secure the "Renting Party's" intent to rent the facility and cover damage or loss that may occur to the facility, its contents, or any other part of the "Hosanna House." Total rental charge will be due and payable ten (10) calendar days prior to the date of the event. Payment may be made with check, money order, Credit card or PayPal. A 3% processing fee will be added to all PayPal transactions, In addition, if Renting Party goes over the allotted contracted time, then part of the deposit will be kept to pay for any additional time at the rate in effect at the time of the rental. Under no circumstances shall any property of "Hosanna House" be removed from the premises. All checks should be made payable to "Hosanna House Event Center."

A post-event inspection will be conducted after each event. Only after the "Hosanna House" has determined that the facility, its contents, and the grounds are free of damage arising from or relating to the "Renting Party's" rental of the facilities, and that all payments made to Hosanna House have been confirmed, will this deposit, or any portion of this deposit, be refunded. Upon demand from "Hosanna House," the Renting Party shall immediately pay "Hosanna House" the cost to repair any damage in excess of the Rental Hold/Security Deposit.

Should any check be returned by the issuing bank due to "insufficient funds," Hosanna House reserves the right to assess a returned check fee in an amount equal to one hour's rental, per incident, plus any costs related to the collection of the funds. If collection is necessary to recover unpaid funds, the cost of collection will be added to the amount due from the renter.

4. Decorations. All decorations must be flame retardant. Use of glue, nails, tacks, or staples is strictly forbidden. You may use masking tape or painters' tape to hang decorations provided that it does not damage paint on the walls or ceiling. No tape of any kind may be used on the floors. Use of any type of glitter, confetti, or rice is strictly prohibited on the premises; however, birdseed and bubbles will be permitted outside. Use of open-flame candles or lighting must be approved by event coordinator(s) for both indoor and outdoor use. The premises will be inspected by "Hosanna House" following the event. The premises must be left in as good a condition and repair as found at the beginning of the rental period. All decorations, food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facility. All trash must be collected and placed in the trash dumpster located adjacent to the Hosanna House Event Center.

5. Rental Chairs, Tables and Other Equipment. Prior to the Rental Period, "Hosanna House" must approve the "Renting Party's" use of any chairs, tables, or other equipment other than those already in the facility. The "Renting Party" must remove any such additional chairs, tables, or other equipment at the end of the Rental Period. This includes personally-owned or third-party rentals of bounce houses, tents, porta-potties, or any other decorative item or piece of equipment not owned by Hosanna House.

6. Entry. A one-time entry code will be given to the Renting Party for the event approximately 24 hours prior to the scheduled starting time of the event. Time stamps of each entry code use will be checked as part of the post-event inspection.

7. Damage. The "Renting Party" is responsible for, and upon demand, shall pay "Hosanna House" for any and all damages to the facility that arise from or are related to the "Renting Party's" rental of the facility. This includes, but is not limited to damage to the restrooms, tables, chairs, lights, coat closet, or any other property or assets owned by "Hosanna House".

8. Acts Beyond "Hosanna House's" Control. In the event the facility or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render "Hosanna House's" fulfillment of this Agreement impossible, then this Agreement shall terminate and "Hosanna House" shall return to the "Renting Party" any funds paid towards the rental. The return of the Rental Fee and the Security Deposit shall be the "Renting Party's" sole and exclusive remedy for the termination of this Agreement and the "Renting Party" hereby expressly waives any claims for damages or compensation arising from or relating to the termination of this Agreement under this paragraph.

9. Acceptance of Premises. The "Renting Party" agrees that it has inspected the facility and its equipment and that the same are in proper condition for the "Renting Party's" use during the Rental Period.

10. Indemnity. The "Renting Party" shall indemnify, defend, and hold harmless "Hosanna House" and its officers, members, and employees against any and all demands, causes of action, or any other claim of the "Renting Party," its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the "Renting Party's" rental of the facility.

11. Cancellation. In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the "Renting Party" either (a) breaches any term of this Agreement, or (b) cancels 48 hours or less from contracted time of rental, the Security Deposit shall be forfeited as liquidated damages.

12. Compliance with Laws. The "Renting Party" shall comply with all applicable laws and regulations and shall not use or occupy the facility for any unlawful purposes or permit others to use or occupy the facility for any unlawful purpose.

13. Alcoholic Beverages. If the "Renting Party" intends to serve alcohol at its event, the "Renting Party" will assume all liability with respect to serving alcoholic beverages.
14. Endorsement. Permission to use the facilities does not constitute endorsement of the "Renting Party's" policies or beliefs by Hosanna Lutheran Church or its members.
15. Assignment. This Agreement may not be assigned or transferred without the express written consent of "Hosanna House."
16. Entire Understanding. The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the facility.
17. Modifications. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.
18. Governing Law. This Agreement shall be governed by the laws of the State of Ohio. Chapter 3794.02 of the Ohio Revised Code prohibits all forms of tobacco smoke in all public places and places of employment and in areas immediately adjacent to the ingress or egress of the public place or place of employment. In accordance with the Ohio Revised Code 3794.02, smoking is prohibited within 50 feet from the perimeter of the Hosanna House Event Center. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.
19. Required Signatures. This Agreement is not valid unless signed by the Renting Party and the Hosanna House Event Coordinator.
20. Binding Effect. This Agreement shall be binding upon the Parties, representatives or assigns.
21. Covenant not to sue. The "Renting Party" hereby agrees that for the sole and only consideration of the rental and use of the premises, the rental, possession and use of which is hereby acknowledged, the undersigned, hereby jointly and severally promises, covenants and agrees to and with "Hosanna House" and its subsidiaries, its successors and assigns, that neither I(we), nor either of us, nor any one claiming through us, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against "Hosanna House" or its subsidiaries, its successors or assigns, for, on account of, arising out of, or in any way connected with, any injuries or injurious results to persons or property arising, or hereafter to arise therefrom, from the use of said premises, and that neither I(we), nor either of us, nor any one claiming through us, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which we, or either of us, or any one claiming through us, may now have or may hereafter assert, in any way connected with the said rental and use of the premises.
22. The "Rental Agreement" is attached hereto incorporated herein and made a part of this agreement.

Renting Party Full First and Last Name: _____

These policies were signed on ____/____/____

Renting Party Signature: _____

HOSANNA HOUSE EVENT CENTER RENTAL CONTRACT

This agreement is made between Hosanna House Event Center and the Renting Party listed below.

Contract Date: ____/____/____

Event Date: ____/____/____ **Contract #:** _____

Event Type: _____

Three Hour Rental **Twelve Hour Rental**

Renter's Name: _____

Mailing Address: _____

Preferred Phone Number: _____

Email: _____

Rental Fees: Provides access to the Kitchen, Gathering Room, Meditation Room, and 4-Season Porch, as well as the grounds to Hosanna House (excluding barns).

\$150.00 Security Deposit Paid \$ _____

\$250.00 3-Hour Rental Paid \$ _____

\$350.00 Full Day Rental Paid \$ _____

POLICIES

Initial ____ Event Occupancy: Please note, and be mindful of, the occupancy limits for Hosanna House Event Center:

- *For a seated event, Hosanna House can comfortably accommodate 60 people.*
- *For a cocktail event (standing or combination seated/standing), Hosanna House can accommodate up to 75 people.*
- *For an event that utilizes both the indoor and outdoor spaces, Hosanna House can accommodate up to 200 people.*

Please initial each item listed below to assure there are no misunderstandings as to what is or is not expected and/or allowed during the rental of Hosanna House Event Center.

Initial ____ A security deposit in the amount of \$150 is due and payable upon confirmation of rental. Dates will not be held longer than seven (7) days without a signed contract and security deposit on file. No exceptions.

Initial ____ Rental payments are in addition to and paid separately from the security deposit.

Rental payments due, in full, no later than close of business ten (10) days prior to the scheduled event. Failure to pay on time may result in cancellation of the event and/or forfeiture of the security deposit.

Initial ____ Any payment made by check must clear the bank no less than 3-days prior to the scheduled event or the security deposit refund may be delayed or withheld.

Initial ____ 3-hour rentals are time-inclusive, and therefore must begin and end within the 3 hours allotted per individual contract. If a rental exceeds the 3-hour time limit by more than 15 minutes, an additional \$50 will be charged or deducted from the security deposit for each additional hour.

Initial ____ All-day rentals are for a 12-hour period beginning at 11:00 am and ending at 11:00 pm on the date contracted and allow the renter unlimited access to Hosanna House within those hours.

Initial ____ An adult must be present at all times while the house is occupied.

Initial ____ Pets or animals are not permitted anywhere on the property without the expressed written consent of the event coordinator.

Initial ____ All doors must be locked any time the house is not occupied. (Event entry code remains valid during the entire Rental Period.)

Initial ____ A post-event inspection will be conducted after each event in order to determine the amount of the security deposit to be refunded.

Initial ____ Time stamps from the entry touchpad will be utilized to confirm time of entry to the facility for all rentals.

Initial ____ The renter is responsible for set-up, tear down, decorating, and clean-up of the facility, which must be completed within the contracted Rental Period. All tables and chairs must be returned to their original location. If the fire-pit is used, the fire must be completely extinguished and all firewood, grilling equipment, or other outdoor equipment owned by the renter must be removed.

Initial ____ All check-out procedures must be followed as outlined on the Check-Out Checklist in order to receive a full deposit refund. Failure to comply with check-out procedures may result in the reduction or forfeiture of the security deposit.

Initial ____ Hosanna House Event Center is not responsible for any items lost or left behind.

Initial ____ Rentals are restricted to Hosanna House property only; Hosanna Lutheran Church, parking lot, and grounds are off limits.

Initial ____ Non-church members serving alcohol must provide the waiver from their insurance company.

Initial ____ The Renting Party has read this contract and understands all provisions herein.

Initial ____ The Renting Party has received a copy of this contract.

Initial ____ The address listed on the contract is where all refundable deposits will be mailed. Failure to notify the event coordinator of a change in address, may result in a delayed refund, as well as any additional fees occurred from canceling the original refund.

Renting Party Full First and Last Name: _____

These policies were signed on ____/____/____

Renting Party Signature: _____

CANCELLATION POLICY

I understand that I acquire no rights to use the Hosanna House Event Center until I sign a contract and it has been accepted in the form submitted to me and pay a deposit for the date I have selected. In consideration of the organization holding this event date for me, I acknowledge a cancellation fee equal to the deposit fee paid, should I cancel my contract within ten days of the rental fee due date. I acknowledge a cancellation fee equal in the amount of \$50.00, should I cancel my contract prior to ten days of the rental fee due date.

I hereby waive all rights to the return of any of the deposit and forfeit as liquidated damages in the event I do not choose to fulfill my contract.

Renting Party Full First and Last Name: _____

This policy was signed on ____/____/____

Renting Party Signature: _____

ASSUMPTION OF THE RISK & WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

COVID-19 is extremely contagious and believed to spread mainly from person to person contact. The Hosanna House Event Center has put into place preventative measures to reduce the spread of COVID-19, however HHEC **cannot guarantee that you will not become infected with COVID-19**. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING- INITIAL EACH PARAGRAPH

Initial ____ By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed or infected by COVID-19 by participation; and that such exposure of infection may result in personal injury, illness, permanent disability, and death.

Initial ____ By signing this agreement, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my rights to maintain a lawsuit against Hosanna House Event Center and/or Hosanna Lutheran Church being released on the basis of any claim for negligence.

Renting Party Full First and Last Name: _____

This waiver was signed on ____/____/____

Renting Party Signature: _____