

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 _____ (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 _____ between the hours of _____ (the "Rental Period"). The Rental Party agrees that an adult will be present during the entire rental period of time. All rentals must be completed entirely by 9:00pm-this includes clean up and tear down. The event coordinator must be notified upon your departure.

3. Rental Charge/Deposit/Hold. Payment for the Rental Period shall be charged at a flat rate of \$350 for a 6-hour rental or \$450 for a 12-hour (full day) rental. The rental deposit is a separate charge from the rental fee and will not apply towards the cost of the rental fee. The deposit will only be refunded after the event is over and the inspection has been completed, along with receipt of your completed inspection sheet. 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 \$200.00 and \$50.00 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." The payment must clear before a code will be given. If the payment has not cleared prior to your start time, you will have the option to pay in secured funds, either cashier's check or money order. If the rental fee is not paid in secure funds, your rental will be canceled and no deposit will be refunded.

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. A post-rental inspection form will be provided, outlining the cleaning expectations and estimated cleaning fees that will be charged, should you fail to leave the house in the condition it was when you took possession. Inspection forms will also be made available at the event center and via a QR code that is posted to the bulletin board at the event center. **Your deposit refund will not be processed until the inspection form is completed and submitted to the event coordinator.** If charges surpass the 200.00 deposit, you are responsible for to immediately pay the cost and/or your card on file will be charged accordingly.

The ENTIRE security deposit will be automatically forfeited if you do any of the following:

- Any camera is moved, unplugged, covered, disabled, or tampered with.
- Any smoking or vaping occurs inside the house.
- Any portable A/C unit, heater, or temporary climate device is moved, unplugged, relocated, or altered.
- Renter or guests of renting party remain on the premises past 9:00pm.

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.

Credit Card Authorization: By providing credit card information on and signing this contract, the Renting Party authorizes Hosanna House Event Center to charge the card for unpaid rental fees, overtime charges, damages, cleaning fees, or any other amounts owed that exceed the deposit. Authorization remains valid for 30-days after the event.

Credit Card Authorization Signature of Renting Party:

Date: _____

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. Excess charges will be billed to the card on file.

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". Excess charges will be billed to the card on file.

Smoking of any kind, including cigarettes, cigars, pipes, and electronic smoking devices (e-cigarettes, vapes), is strictly prohibited within the entire premises, defined as (Hosanna House Event Center) including all interior spaces, common areas, and within 10 feet of any entrances, windows, or ventilation systems, as required by Ohio Revised Code Chapter 3794.

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.

This contract was signed on _____

Renting Party: _____

HOSANNA HOUSE FACILITY RENTAL CONTRACT

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

Contract Date: _____

Event Date: _____

Contract #: _____ **(for office use)**

Event Type: _____

How did you hear about us? _____

6-Hour Rental (\$350.00)

Full Day Rental 9 a.m. to 9 p.m. (\$450.00)

- **6 Hour Rental Period** _____

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).

- **\$200.00** Security Deposit (Refundable)
- **\$50.00** Admin Fee (Non-Refundable)
- **\$350.00** 6-Hour Rental

\$450.00 Full Day Rental

It is required that you provide a credit card to be kept on file through the duration of your rental.

Credit Card to be kept on file for incidental charges.

Name on Card: _____

Card Type: _____ **Card Verification Code:** _____

Expiration Date: _____

Complete Billing Address: _____

Cardholder Authorization Signature: _____

Date: _____

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.*

Policies

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.

_____ A security deposit in the amount of \$200.00 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.

_____ 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.

_____ 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.

6-hour rentals are time-inclusive, and therefore must begin and end within the 6 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. Twelve hours rentals must be executed by 9:00pm. If a rental exceeds 9:00pm, the entire deposit will be forfeited.

All-day rentals are for a 12-hour period beginning at 9:00 am and ending at 9:00 pm on the date contracted and allow the renter unlimited access to Hosanna House within those hours.

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

Pets or animals are not permitted anywhere on the property without the expressed written consent of the event coordinator. If you have a request for a special accommodation, please provide the request to the event coordinator at the time you submit your rental contact.

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

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

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

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.

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.

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

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

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

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

The Renting Party has received a copy of this contract.

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.

This contract was signed on _____

Renting Party: _____

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 rental 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 \$200.00, 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.

Print Name _____

Signature _____

Date _____