

LEASE APPLICATION

APPLICANT

Name of Organization: _____

Date of Application: _____

Address: _____

Contact: _____

Telephone: _____

Date of Use: _____

EVENT

Description: (Include a summary of the event)

Open to the Public: Yes No

Date and time of area requested: (include time needed for set-up and clean-up)

Estimated maximum occupancy: _____

(Great Hall Capacity: 250 / Jordan Hall Capacity: 275)

Time open to the public: (if applicable)

A walk-through inspection with Lessor must be arranged before and after event. (Please indicate date and time preferred *prior* to event. Walk-through after event will take place with lessee and staff member at closing.)

If Kitchen is to be used:

Are church dishes and utensils to be used: Yes No

Is the automatic dishwasher to be used: Yes No

Name of person operating dishwasher: _____

Phone number of person operating dishwasher: _____

List the names and telephone numbers of caterers or independent firms, if any, which are to bring food, beverages, or equipment of any nature:

STANDARD RATES & CHARGES

Staff Inspection: \$100 deposit required*
Great Hall: \$200 (for every day used)
Jordan Hall: \$200
Kitchen: \$100
Library: \$100**
Park Place Room: \$100**
Parlor: \$100**

Custodial Fee: \$175

*A deposit of \$100 will be required for all events open to the public--to be refunded if premises are in good condition at final walk-through.

**not permitted unless combined with rental of other areas

BUILDING USE REQUEST

This Agreement is between _____ (Lessee) and Park Ridge Community Church (Lessor) for the lease of certain areas of the church property of Lessor (The Premises), which is located at 100 S. Courtland Avenue, Park Ridge, Illinois. The Premises to be leased and the dates and times they are to be available for occupancy by Lessee are specified in Attachment A, which is attached hereto and made a part hereof.

1. PRELIMINARY UNDERSTANDINGS

(a) The section headings of this Agreement are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Lessee, the term "Lessee" shall include Lessee's agents, employees, invitees, guests, members or others on the Premises with Lessee's expressed or implied permission.

(b) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited by or be deemed invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(c) This Agreement is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

(d) Submission of this Agreement to Lessee for examination does not constitute a reservation of or option for the premises. This Agreement becomes effective only upon execution by both Lessor and Lessee; provided, however, that the execution and delivery by Lessee of this Agreement to Lessor shall constitute an offer by Lessee to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked by Lessee for ten (10) days after such execution and delivery.

(e) If this Agreement is executed on behalf of a corporation, association, or any entity other than an individual, the person(s) signing on behalf of such entity hereby represents and affirms that he or she has full authority to do so and is empowered to bind such entity to this Agreement.

2. GENERAL CONDITIONS OF OCCUPANCY

(a) Occupancy by Lessee shall be confined to the areas indicated on page 2, plus bathrooms and passageways needed for ingress and egress.

(b) Lessee shall maintain the security of the entire church during the term of the Agreement. Such obligation shall include, but not be limited to, the exclusion of unauthorized persons from the church during the term of the Agreement. Such obligation shall also include securing the Premises.

(c) No property of Lessor shall be removed from the Premises of any other area of the church for any reason whatsoever, and no representative or agent of Lessor is authorized to approve such removal.

(d) Lessee shall not damage or deface the walls, floors, windows, doors or ceilings nor make holes for the hanging of pictures, posters or other devices or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the Premises or other areas of the church. Lessee expressly agrees that Lessor shall be sole arbiter of what activities or failures to act shall be considered as waste, obstruction, or improper or offensive use of the Premises or other areas of the church. Lessee shall not cause damage to any part of the church. Lessee shall clean up and return the Premises in as good condition as when Lessee took possession, normal wear and tear excepted. Lessee hereby indemnifies and agrees to hold Lessor harmless from and against any and all damage, loss, cost and expense of any nature whether to the Premises or to the church, or any part thereof, resulting from any act or neglect of Lessee or of Lessee's agents, employees, invitees, guests, members or others upon the Premises with Lessee's expressed or implied permission. If additional cleanup of the Premises is necessary, charges will be levied at the rate specified on page 2 and repairs will be charged at cost. All property or equipment brought upon the Premises by Lessee shall be removed promptly. All equipment of Lessor shall be returned to its original place and condition.

(e) An examination of the church property and equipment shall be made to determine the status of same before and after Lessee's occupancy. Such inspections shall be held at dates and times to be set by Lessor, upon reasonable notice, so that a representative of Lessee may attend, if so desired.

(f) If kitchen facilities are used, all equipment, utensils, dishes and cutlery shall be washed, dried and stored where found. The automatic dishwasher shall be used only by one experienced in its use, with Lessee submitting the name of that individual to Lessor on page 2.

(g) All appliances and other electrical fixtures shall be turned off after use by Lessee.

(h) No alcoholic beverages or smoking is allowed anywhere within the Premises or any other area of the church without the express written consent of Lessor. Lessee's failure to enforce this prohibition shall be cause for the immediate termination of Lessee's use of the Premises.

(i) No signs or similar items shall be placed upon the property of Lessor nor shall alterations be made to the buildings or grounds other than those specified on page 2, if any.

(j) Lessee shall not use the church telephone number, nor reference Lessor as a participant in the activities associated with Lessee in any publicity.

3. RESPONSIBILITIES AND RIGHTS OF LESSOR.

(a) The Premises will be offered to Lessee in a clean and useable condition, with heat, water and electricity furnished to Lessee at no additional charge.

(b) Lessor shall not be responsible for loss or theft of equipment or personal or private property of Lessee or its agents, employees, invitees, guests, members or others upon the Premises with Lessee's expressed or implied permission.

(c) Lessor reserves the right, but does not assume the obligation, to terminate Lessee's use of the Premises at any time without prior notice, and to direct Lessee, its agents, employees, invitees, guests or others upon the Premises with Lessee's expressed or implied permission to leave the Premises immediately without further notice, if any of the following should occur:

- (1) Lessee uses the Premises for purposes other than those specified on page 2.
- (2) Lessee uses space of facilities of Lessor other than those specified on page 2, or at dates or times other than those specified on page 2, or Lessee's use of the Premises is unreasonably disruptive of the usage of adjoining space by others;
- (3) The activities of Lessee conducted on the Premises are deemed by Lessor to present an unreasonable risk of injury to persons or property, or are in violation of the terms and conditions of this Agreement, applicable fire codes, or any applicable law or ordinance, regardless of whether any injury or damage has yet occurred, or whether any violations, citations, or similar legal notices have issued.

(d) Lessor reserves the right, but does not assume the obligation, to require Lessee to move to an alternate space within the church in the event that the number of persons present, or the character of Lessee's usage, makes such a change desirable for the safety of the persons present or the protection of church facilities. Lessee shall be responsible for any increased cost arising from the use of such alternate space in accordance with the rental schedule previously provided Lessee.

4. RESPONSIBILITIES AND RIGHTS OF LESSEE.

(a) This Agreement is not assignable.

(b) Lessee's covenant to pay any and all applicable charges specified herein is independent of any other covenant of this Agreement.

(c) It is understood by Lessee that use of the Premises by Lessee is subject to and may increase the dangers and hazards of the operation of Lessor, and that this Agreement is subject to all risks thereof. Therefore, Lessee assumes and agrees to pay for all loss or damage to property, whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or related to Lessee's use of the Premises or any defect therein or failure thereof, or the failure of Lessee or its agents, employees, invitees, guests, members, or others upon the Premises with Lessee's expressed or implied permission, to abide by or comply with any of the terms or conditions of this Agreement. Lessee also hereby forever indemnifies Lessor against all loss or damage to property and injury to or death of any person, and Lessee agrees to indemnify, defend and save Lessor harmless from any and all claims, demands, lawsuits, or liability for any loss, damage, injury, death, costs and expenses, even though Lessor's own negligence may have caused or contributed thereto. Notice to or

knowledge by Lessor of any act or omission by Lessee which is or might be a breach by Lessee of any of the terms or conditions of this Agreement to be performed by Lessee, and the acquiescence by Lessor in or to such act or omission, shall neither be considered to relieve Lessee of any obligation assumed by it under this Agreement nor be considered to be a waiver or release by Lessor of any rights granted to it under this Agreement.

(d) A breach of any term or condition of this Agreement by Lessee shall result in the termination of Lessee's use of the Premises, with Lessee being responsible for full payment of the total rental charge due for the period of occupancy specified on page 2, plus any and all applicable extra charges as provided for in sections 2(d), 2(e), and 5(c) hereof.

(e) Lessee shall observe and enforce all of the General Conditions of Occupancy specified in Section 2 above.

(f) Lessee agrees to furnish and keep in force, during the term of this Agreement, a policy or policies of insurance covering public liability and property damage insurance with limits of not less than \$500,000 for bodily injuries and/or death resulting therefrom to any one person and, subject to such limits, of not less than \$1,000,000 in any one accident, and with limits of not less than \$500,000 for property damage in any one accident and subject to such limits, of not less than \$1,000,000 in the aggregate. Said insurance policy or policies shall be endorsed to assume the contractual liability which Lessee has assumed under the terms and conditions of this Agreement and shall also be endorsed to make Lessor an additional insured. Furthermore, it is understood and agreed that Lessor shall be provided with a copy of said policy naming Lessor as an additional insured before commencement of Lessee's occupancy of the Premises.

5. FEES

(a) Dates and times of access specified on page 2, along with the rates also specified in Attachment A, are the basis of the projected charge set forth below. Assuming Lessee's use of the Premises is not cancelled due to Lessee's violation of Section 3 hereof, the total charge payable by Lessee shall be based on the actual times of occupancy, plus any and all applicable extra charges as specified in sections 2(d), 2(e), and 5(c) hereof.

(b) A deposit of 25% of the projected charge is due within five business days of Lessor's signing of this Agreement, but not less than five business days prior to the first date requested.

(c) The balance of the total charge is due 10 days after the end of Lessee's use of the Premises, if all such charges are then determinable. If the total charge differs from the projected charge, Lessor shall notify Lessee in writing of the actual charge as soon as is reasonably practicable after the event, and Lessee shall have 10 days from the receipt of said notice to pay all such charges.

(d) All rates and fees for the use of church premises, facilities and property are set out in this Agreement, and are payable solely to the Park Ridge Community Church. No other fees shall be assessed by or be payable to church employees or representatives.

6. CHARGES

(a) Projected Charge: \$_____.

(b) Due prior to Event: \$_____.

WITNESS OUR SIGNATURES this, the _____ day of _____, 2004.

Lessee: _____

Lessor: Park Ridge Community Church

Address: 100 S. Courtland Ave.
Park Ridge, IL 60068

Address _____

By _____

By _____

Name _____

Name _____

Chair of the Congregation

Title _____

Personal Address _____
