

The Barn at St. Peter Rental Contract

General Information

The purpose of these Terms of Use is to provide guidance in developing a safe and successful event, activity, or meeting in The Barn at St Peter Church. Outdoor amenities include the outdoor patios on either side of The Barn, fenced in grass area, and the surrounding parking lot. For the purposes of these Terms of Use, the Barn and its outdoor amenities are referred to as "The Barn".

Contract Information

- A. Lessee shall be a minimum of 21 years old.
- B. Events are booked for The Barn on a first come, first served basis.
 - a. The security deposit is NOT payment towards the rental fee.
- C. Lessee will receive an estimated and a final invoice from The Barn. Client must send payment directly to St Peter Church or make payments in person.
 - a. Payments can be made on-line at www.stpeterfw.org under the "Giving" tab. Only checking account/routing info is accepted. Payment can also be paid by paper check.
- D. Weekend rentals (Friday/Saturday/Sunday) require a minimum 4 hour timeframe.
- E. All events that fall outside 60 days shall pay fifty percent (50%) of the contract balance within (30) days of booking the event.
 - a. The remaining (50%) of the contract balance shall be paid (30) days prior to the event.
- F. Events booked less that (30) days prior to the event must be paid in full at the time of booking.
- G. Access will not be allowed if an outstanding balance remains on the day of the event.
- H. Rental times will begin and end at the exact times agreed upon in the contract. Lessee, Vendors, and guests are only allowed on property during the contracted time. Failure to vacate any part of the property by the contracted time will cause Lessee to incur additional lease time which will be charged the prevailing rental rate to the security deposit on file. Lessee will be invoiced for any additional charges not covered by security deposit.
- I. Rentals that exceed more than one hour after the contracted time will be charged a \$100 extended rental rate per additional hour on top of the hourly rate.
- J. Lessee agrees and gives permission for any photograph taken during an event at The Barn to be utilized for promotional use by The Barn unless otherwise agreed in writing by both parties.

Security Deposit;

- A. The security deposit will be refunded to the Lessee within 7-10 business days after an event if the Lessee, including the participants and vendors, has complied with all rules and regulations of The Barn. In the event a Lessee, vendor, or event participant fails to comply with The Barn Terms of Use, the security deposit may be used by The Barn to clean, repair, replace, or pay for any property at The Barn which is damaged or destroyed. If the cost of cleaning, repairs and/or damage exceeds the amount of the security deposit, the Lessee will be billed an additional balance. The additional balance is due and payable within fourteen (14) days upon receipt of the invoice.
- B. Security deposits are non-refundable if an event is cancelled by the Lessee.

Cancellations

- A. If the Lessee chooses to cancel the event, the deposit is non-refundable and non-transferable. All cancellations must be submitted in writing. If Lessee must cancel the event, Lessee may have one opportunity to reschedule their event and will not incur a penalty if a new event date is selected within one hundred eighty (180) days of the original event date. Multiple reschedules will not be granted. The new date must be selected within 10 business days of cancellation.
- B. The Barn offers an option period to return contracts. Lessee shall have five (5) business days from the date the contract was received to execute the contract and return contract to The Barn. After five (5) business days the contract is null & void.
- C. If The Barn or any portion thereof is destroyed or damaged by fire, flood, or other calamity beyond the control of The Barn so as to prevent the use of the venue during the period specified in the agreement, then the agreement will terminate. The Barn shall not be liable or responsible to Lessee for any damages caused thereby and Lessee waives any claim against The Barn and or St Peter Church for damages by reason of such termination except that any fees previously paid shall be refunded by The Barn to Lessee within fifteen (15) days of such termination.

Catering

- A. The Barn does not provide on-site catering.
- B. The Lessee may select their own caterer or restaurant for any food served during the event.

Alcohol (No alcohol permit during School Events)

- A. Lessee may provide alcohol for the event.
- B. Lessee may request use of the beer taps for kegs brought in.
- C. If alcohol is provided by the Lessee, alcohol sales are prohibited.
- D. All alcohol must be served by a licensed Texas Alcoholic Beverage Commission (TABC) server.
- E. All alcohol service must cease by 10:00 p.m.
- F. Lessee must provide all beverage cups.
- G. Per TABC regulations, alcohol may only be served to individuals twenty-one (21) years of age or older. The TABC server and The Barn staff have the right to refuse service of alcohol to any guest who appears to have symptoms of intoxication or is under the age of 21. The Barn reserves the right to end alcoholic beverage service during any event in which Lessee is not in compliance.
- H. All persons must dispose of their alcoholic beverages before leaving the designated rented area(s). The lessee or caterer may remove open alcoholic containers only if transporting them in compliance with applicable law.

Vendors

- A. It is the responsibility of the Lessee to submit a written list of vendors to The Barn no later than twenty-one (7) days prior to the event.
- B. All DJs, bands, and entertainers should contact The Barn regarding audio visual requirements. The Barn cannot guarantee compatibility of their equipment or adequate power supply; it is recommended that Lessee's entertainment provider contact The Barn prior to booking.
- C. The Barn Coordinator, sound manager or technician from The Barn is required to be on-site when using any audio/visual equipment provided by The Barn. The cost incurred is the responsibility of the Lessee.

Decorations

- A. NO Confetti Balloons allowed. Arches and other balloon decorations are allowed but not with confetti.
- B. Please discuss special decoration requests with Event Coordinator
- C. Lessee must request permission from the Barn Coordinator to hang, attach or suspend anything from any part of the building via staples, tacks, nails, tape, drill, or punch holes in the building. All forms of glue, duct tape, and other high residue tape must also be approved prior to use. Hooks applied with removable (non-residue) mounting tape are allowed.
- D. All candles must be securely supported on noncombustible bases with glass or metal vessels and candle flames protected by a container that exceeds the height of the flame. Candles should not be placed in a walkway or exit.
- E. The use, display, storage of compressed gas, flammable liquids, or dangerous chemicals is prohibited.

Cleaning & Trash Removal

- A. Lessee agrees to leave the premises in the same clean condition in which it was found.
- B. All tables and counters must be wiped clean of any debris or food.
- C. The sink should be clean of any food or dishes and wiped down.
- D. Floor swept and free of debris.
- E. All trash (including bathrooms) must be removed and placed in the dumpster.

Care of the Venue

- A. Please remember that St. Peter Church strives to glorify God in all we do. Please ensure your guests act in an appropriate way at the venue.
- B. For your safety, exit doors may not be obstructed or locked.
- C. Exit signs may not be obstructed from view.
- D. Fire extinguishers may not be covered or blocked under any circumstance and must always be visible.
- E. Extension cords must be plugged directly into an electrical outlet or power strip. Cords subject to foot traffic should be within cord covers to prevent trip hazards.
- F. Animals (except service animals) are prohibited within The Barn. Service animals must be leashed or harnessed.

Smoking & Tobacco

- A. The Barn is a smoke-free facility. Smokers are required to use a designated smoking area. All cigarette butts must be disposed of in the outdoor ashtray provided.
- B. The use of all tobacco products is prohibited inside the venue including but not limited to chew, cigarettes, cigars, cigarillos, little cigars, e-cigarettes, pipe, smokeless tobacco and dip.
- C. Smoking or using tobacco inside The Barn will result in a forfeiture of the security deposit.

Lost & Found

- A. A reasonable effort will be made to ensure property found from your event is managed in a manner which provides the best possible opportunity for return to its owner. Items will be stored for seven (7) days. Any item unclaimed after seven (7) days will be donated or disposed of.
- B. The Barn is not liable for any lost or stolen property.

Safety & Security

- A. The Barn has a zero-tolerance policy for violence, drug and alcohol abuse, discourteous conduct, and sexual harassment.
- B. Abusive language, threats, assault, vandalism, theft, and other conduct detrimental to the success of an event will result in The Barn staff summoning law enforcement.
- C. If a fire alarm sounds, emergency personnel will respond. The Barn will be evacuated until emergency personnel determine that it is safe to reenter the building.
- D. No activity, performance, or entertainment shall occur on The Barn property that is potentially dangerous, illegal, or could be considered indecent, obscene, lewd, immoral, or offensive. In the event it is determined by The Barn that this section is or will be violated, The Barn has the right to demand that Lessee immediately omit such attraction. If Lessee fails to comply with the request, The Barn has the right to cancel or cease the event, without refunding the security deposit and other fees.
- E. Climbing on any exterior barn property (i.e. Connex boxes, trailers, smokers or tractors) is NOT permissible.

Lessee's Liability and Indemnification

Lessee holds sole responsibility for all persons on property associated with their event. If any person is injured on the property during or pertaining to their event, the Lessee holds The Barn and St. Peter Church harmless from any liability for such injury, and hereby indemnifies The Barn and St. Peter Church for any damages or expenses caused thereby. The word "persons" is defined as the Lessee, their guests, vendors, or employees. The word "property" is defined as the facility, buildings, structures, and contents thereof, all grounds, landscape, statuary, and facades of The Barn and St. Peter Church. Lessee holds sole responsibility for damage, theft, or loss of personal property during the use of The Barn or the use of any property of St. Peter Church. Lessee holds The Barn and St. Peter Church harmless and indemnifies The Barn and St. Peter Church for any damages and expenses resulting from any lawsuits in regard to Lessee's event at The Barn. This includes, but is not limited to, any liability, damages, and expenses arising due to any injuries resulting from ingestion of alcoholic beverages served to guests, liability due to injuries, and any other accidents.

The Barn at St Peter Rental Fee Schedule

The Barn Rental times: _____

Rental Rate: \$125.00 per hour

Coordinator Fee: \$100.00 per rental

Security Deposit: \$250.00

- a. **Payments can be made on-line at www.stpeterfw.org**
 - i. **Click Giving, then the Give icon,**
 - ii. **Select Barn Rental icon**
 - iii. **Choose one time payemnt**
 - iv. **Add to Basket and then select Basket icon at the top**
 - v. **Continue to payment**
 - vi. **Enter credit/debit or bank account information**
 - vii. **Review payment and then submit**

Contact our Event Coordinator for additional services or special requests you may have.

Lessee agrees not to allow anyone involved in or attending the event to climb on the Conex (Red Metal storage buildings) before, during or after the event has ended.

Lessee Signature

Date

Barn Rental Coordinator

The Barn at St Peter Church
Clean-up Checklist

Lessee Name: _____

PHONE: _____

EMAIL: _____

DATE of EVENT: _____

START TIME: _____ **am/pm**

END TIME: _____ **am/pm**

The Lessee listed above agrees to completing the following clean-up check list. Lessee understands that failure to perform any items listed below will result in forfeiture of the security deposit.

Cleaning & Trash Removal

- A. _____ Lessee agrees to leave the premises in the same clean condition in which it was found.
- B. _____ All tables and counters must be wiped clean of any debris or food.
- C. _____ Sink should be clean of any food or dishes and wiped down.
- D. _____ Floor swept and free of debris; to include any confetti.
- E. _____ Any spills will be mopped up as needed.
- F. _____ All trash (including bathrooms) must be removed and placed in the dumpster.

Please sign the completed clean-up checklist and leave it on the counter in The Barn.

Thank You!

Date: _____

Lessee's Signature

Barn Staff Signature