

DIOCESE OF ALTOONA-JOHNSTOWN
SPECIAL EVENT LEASE AGREEMENT

This Agreement, made this ____ day of _____, A.D., 20____, by and between the **DIOCESE OF ALTOONA-JOHNSTOWN**, 927 S. Logan Boulevard, Hollidaysburg, PA 16648, hereinafter called Lessor; and _____ of _____, hereinafter called Lessee.

Lessor does hereby Lease unto Lessee all that certain premises located at _____ to be used and occupied for the specific purpose of _____ and for no other purpose, commencing on the ____ day of _____, A.D., 20____ at _____ o'clock ____M., and ending on the ____ day of _____, A.D., 20____ at _____ o'clock ____M.

1. Number of Participants and/or Attendees: The Lessee approximates that there will be ____ participants or attendees at the event specifically described above.

2. Will alcoholic beverages be sold or served at this event? ____ If the answer to this question is yes, then the Lessee must purchase special event liability insurance by and through the Diocesan Self Insurance Program and proof of same must be provided upon request and such purchase is a condition precedent to the lease of the premises described above. The Lessee must supply the bartender(s).

3. The Lessee must agree to employ an appropriate number of professional security personnel to monitor their event (an appropriate number being defined as at least ONE (1) professional security personnel for every 250 participants/attendees).

4. Requirements for Public Authorities: The Lessee must comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal Statute or Local Ordinance or regulation applicable to Lessee or his use of the premises described above. The Lessee assumes all responsibility for failure to comply with these requirements.

5. Cleaning, Repairing: The Lessee agrees to keep the premises described above clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., that may be broken; and generally keep the subject premises in good order and repair as they are now.

6. Fire: The Lessee shall use every reasonable precaution against fire and shall notify the Lessor promptly in writing of any accident, fire or damage occurring on or to the subject premises.

7. Negative covenants of Lessee: Lessee covenants and agrees that they will do **none** of the following things without the consent in writing of the Lessor:

a. Use of Premises – Occupy the premises in any other manner and for any other purpose other than as set for above;

b. Assignment and Subletting – Assign or sublet the premises described above or any part thereof to any other person, firm or entity without first obtaining the written consent of the Lessor herein;

c. Alterations – Make any alterations unless first obtaining the written consent of the Lessor herein;

d. Machinery – Use or operate any machinery that, in Lessor’s sole opinion, is harmful to the building or disturbing to other tenants and/or neighbors of the subject premises.

8. Responsibility of Lessee: Lessee agrees to be responsible for and to relieve and hereby specifically relieves the Parish Pastor, the subject Parish, the Bishop of the Diocese of Altoona-Johnstown and the Diocese of Altoona-Johnstown and in general, the Lessor, from any and all liability by reason of any injury or damage to any person or property in the demised premises, which may occur or arise during the course of the letting of the subject premises, or for the failure of Lessee to comply with any terms or conditions of this Agreement, the Lessee agreeing to be solely responsible and liable for all such injury and/or damage to any person or property or any violation of the terms or conditions of this Agreement, and Lessee agrees to indemnify and hold harmless the Lessor generally and the Parish Pastor, Parish, Bishop of the Diocese of Altoona-Johnstown and the Diocese of Altoona-Johnstown specifically.

9. Conduct of Lessee: This Lease is granted upon the expressed condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor, in its sole opinion, may deem improper or objectionable, and that if any time during the term of this Lease or any extension or continuation, Lessee or any occupier of the premises shall have conducted himself or themselves in a manner in which Lessor, in its sole opinion, deems improper or objectionable Lessee shall be taken to have broken the covenants and conditions of this Lease, Lessor will be entitled to any and all rights and remedies available to it, including but not limited to immediate eviction of the Lessee and/or the occupants from the subject premises.

10. Entire Agreement: This Lease contains the entire Agreement by and between the parties hereto and any subsequent alteration, amendment, change or addition shall only be binding upon Lessor and Lessee if reduced to writing and signed by both parties.

11. Special Provisions: _____

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

Witness:

Diocese of Altoona-Johnstown

BY: _____

Lessor

Lessee

Please submit original to Diocesan Finance Office, keep a copy at the Parish, and provide a copy to the Lessee