

St Nicholas Greek Orthodox Cathedral

Facility Rental Application and Contract

This constitutes your Application and Contractual Agreement with St. Nicholas Greek Orthodox Cathedral, Inc. The terms of the ***St. Nicholas Greek Orthodox Cathedral Policies and Procedures for Usage of Facilities ("Policies and Procedures")*** are incorporated herein by reference. If you have not been given a copy of the Policies and Procedures, please request and read a copy prior to signing this Agreement.

Name of Responsible Party (Print): _____ (Must be over 21)

A St. Nicholas Cathedral Steward since _____ Not a Steward ☐

Driver's License # _____ State : _____

Address: _____ City: _____

State: _____ Zip _____

Home _____ Cell _____

E-mail _____

EVENT INFORMATION:

Reception ☐ Meeting ☐ Seminar ☐ Cultural Event ☐ Educational Event ☐ Other ☐

Please Describe: _____

Date of Function: _____

Number of People Expected: Minimum: _____ Maximum: 400

Time of Rental _____ Typical rental time: 10:00 AM until 1:00AM

There is a \$250 per hour charge beyond 1:00AM.

FOR ST. NICHOLAS CATHEDRAL USE:

FOOD/CATERERS

Only preferred approved caterers will be allowed to service our facilities. Individuals are not allowed to use our kitchen facilities without Parish Council Approval. If you have a caterer that is not on our list they may be approved by the Parish Council and placed on the list. The caterer will need to furnish the following no later than 60 days prior to the event to be considered:

1. Current Occupational License
2. Liability policy coverage: 1 million/2 million aggregate
3. Liquor liability coverage: 1 million aggregate/1 million common cause
4. Workman's Comp. Insurance
5. A Certificate of Liability Insurance naming St. Nicholas Community Center as an insured location to keep us aware of the cancellation of insurance.

Name of caterer _____ Phone _____

We will need a copy of your receipt from the caterer after the event. Kitchen charges are incurred and paid by the caterer when a caterer uses the kitchen equipment. The Lessee is responsible for any fees that the caterer does not pay. x _____

ALCOHOL

Will alcohol be served at your event? Yes ☐ No ☐ x _____

An off duty police officer is required when alcohol is served. We will make arrangements to hire the police officer for your event and the fee is the lessee's responsibility. Additional time served by the officer will be paid to St. Nicholas Cathedral from the Security Deposit.

Police Officer fee: \$35/hr with a 3 hr minimum (\$105 min.)

SMOKING

All of the facilities of St. Nicholas are non-smoking; smoking within any of the facilities will result in forfeiture of the Security Deposit. x _____

CLEAN-UP

The facility is to be left as it was found. Lessee is responsible for any damages and cleaning required having the facility returned to the same condition as before the event.

WALL MOUNTED DECORATIONS

No banners, curtains or decorations of any type may be mounted on any of the facility walls.

I (We) further agree to the following conditions as part of the consideration for the leasing of said facility.

1. Lessee shall be responsible for adherence to the Policies and Procedures governing the use of St. Nicholas Cathedral facilities, which are incorporated herein by reference.
2. The Lessee shall not enter, occupy or use this listed facility(ies) until the time(s) and date(s) specified above.
3. The Lessee shall vacate the facility/property at the time(s) and date(s) indicated or is charged a \$250 (two hundred fifty dollar) per hour penalty fee, to be deducted from the Security Deposit Fee.
4. (I) (We) shall be financially responsible for and shall pay for all property or personal damage or loss to St. Nicholas Cathedral and for any personal injury and/or death which may arise out of the use of the said facility pursuant to this contract.
5. St. Nicholas Cathedral does not assume any liability for property loss, damage, theft, or for personal injuries and/or death sustained on the premises during Lessee(s) use of the premises.
6. (I)(We) agree to indemnify and hold harmless St. Nicholas Greek Orthodox Cathedral , the Greek Orthodox Archdiocese of North and South America, its officers, employees, volunteers and agents from and against injury to persons or property occurring in or about the facilities from any cause whatsoever. (I) (We) will indemnify and defend St. Nicholas Greek Orthodox Cathedral and hold the Cathedral , its officers, employees, volunteers and agents harmless from and against any and all liability, claims, demands, actions, suits, judgments, decrees, damages, and expenses, including attorney fees, and litigation costs arising out of the operation of this Agreement. (I) (We) acknowledge examining these conditions regarding the rental use of St. Nicholas Cathedral and agree to them.
7. St. Nicholas Cathedral reserves the right to prohibit activities/functions that in St. Nicholas Cathedral's sole opinion are deemed inappropriate or not in the best interest of St. Nicholas Cathedral.
8. (I) (We) agree that St. Nicholas Cathedral's maximum liability under this Contract shall be the return of the sums (I) (We) paid to St. Nicholas Cathedral, other than Security Deposit amounts not due.
9. (I) (We) will ensure that a responsible person will be present to ensure that guests do not damage the property of St. Nicholas Cathedral.
10. The parties shall interpret and enforce this Contract in accordance with the law of the State of Florida. Any claim or cause of action arising out of or connected with the Contract shall be adjudicated in the Circuit Court of Pinellas County. The parties hereto waive all defenses or objections to the jurisdiction of said court or to such venue.
11. The terms specified in the Policies and Procedures are incorporated herein by reference, which together with this Contract constitutes the entire agreement between the parties. St. Nicholas Cathedral shall not be bound by any alleged promises, representations or agreements

except as herein expressly set forth. St. Nicholas Cathedral shall not have any authority to amend this Contract, except in writing.

12. St. Nicholas Cathedral does not warrant that its facilities are suitable for any particular purpose, nor does St. Nicholas Cathedral warrant any condition on the premises. (I) (We) have had an opportunity to examine the premises; St. Nicholas Cathedral is not responsible for any notification of any defects within the premises, and (I) (We) shall accept the premises in an "as is" condition.

13. All remedies for enforcement of the Policies and Procedures are hereby incorporated by reference. (I) (We) shall bear full responsibility of all attorney's fees and costs incurred by St. Nicholas Cathedral to enforce this Agreement. If St. Nicholas Cathedral seeks legal action to recover damages in excess of the Security Deposit Fee, all sums due shall bear interest at the rate of 18% annum.

14. Alcoholic Beverages: By State Law no one under the age of 21 may be served alcoholic beverages. If Lessor grants approval to Lessee to serve alcoholic beverages at the premises, Lessee shall be responsible for obtaining all licenses/insurance required for the sale or dispensing of such alcoholic beverages, and compliance with all laws and regulations related thereto. The Lessee assumes any and all liability arising there from and will not hold Lessor responsible for damages or claims. Lessor's consent shall not be construed, as a joint venture, or to participate with Lessee in the service of alcoholic beverages on the premises. No alcoholic beverages shall be served on the premises by Lessee unless insurance and liquor permit (when required) is obtained.

If any of the rules and regulations are not adhered to or if LESSOR must do more than the ordinary clean-up expected, the LESSEE will be charged a proportionate additional fee, which will be deducted from the Security Deposit.

(I) (We) _____ the undersigned lessee(s) agree to lease _____ from St. Nicholas Greek Orthodox Cathedral (herein "St. Nicholas Cathedral"), 17 East Tarpon Ave. Tarpon Springs, FL 34689. I (We) understand and agree to the terms specified in this document and in the "Policies and Procedures" manual. I (We) also agree to pay all fees and deposits agreed to in this document and abide by the payment schedule.

LESSEE: Organization / Title: _____

Signature: _____

Print name: _____

LESSOR: St. Nicholas Greek Orthodox Cathedral, Inc.

BY: _____ **DATE:** _____

FACILITY RENTAL FEE SCHEDULE

Facility	Days/Times	Steward	Non-Steward
Theofilos Hall (Up to 450 Guests) AC on at 1pm	Fri./Sat./Sun. 9 am – 1 am	\$1,200	\$1,650
	M- Th 9 am – 12 am	\$650	\$750
	Makaria	\$350	\$500
For over 451 to 900 Guests Combine Theofilos Hall w/ Spanos-Pappas Gymnasium	All days and times	\$1,900	\$2,100
Fr. Tryfon Hall (Up to 200 Guests) AC on at 1pm	Fri./Sat./Sun. 9 am – 1 am	\$550	\$675
	M- Th 7 am – 5 pm: 2 pm – 12 am:	\$250 \$250	\$375 \$375
	Makaria	\$100	\$200

Included in above rates:

- ___ utilities
- ___ set-up/use existing tables and chairs
- ___ parking (The parking areas are to be used only for parking vehicles of those attending the event. **NO** outdoor activities unless specifically contracted in writing before the event.)

OPTIONAL ITEMS FOR RENTAL

Vase: \$ 5.00 each **Trees:** \$100.00 / for all
Round/Square Mirror Bases: \$ 3.00 each **Projector:** \$30.00
Formal Dress Curtain Package: \$ 100.00 Set-up Fee **Formal Dishes:** \$0.80/set

DEPOSIT REQUIRED:

Facility	Security Deposit (Per Day)
Theofilos Hall	Minimum of \$500
Theofilos Hall w/Spanos-Pappas Gymnasium	Minimum of \$1,000
Father Tryfon Hall	\$200

The Security Deposit is due at time of signing and is used to secure date/time of event and to pay for damages or additional cleaning that is required due to the event. The lessee is responsible for all damages and additional cleaning required to the facility and is not limited to the Security Deposit amount. **The deposit will be refunded in two weeks after the inspection of the premises on the following Monday after the event.**

Worksheet

FACILITY TO BE RENTED _____ DATE(S) _____ TIME OF EVENT _____

FACILITY CHARGES

FACILITY FEE: \$ _____ X 1 (# days) = \$ _____
Sales Tax 7%: \$ _____
POLICE OFFICER FEE \$ 35 X [number of hours] = \$ _____
CLEANING FEE: \$ 200.00

OPTIONAL ITEMS

VASE	\$5.00 x _____	\$ _____
MIRROR BASE	\$3.00 x _____	\$ _____
TREES	\$50	\$ 100
PROJECTOR	\$30	\$ 30
DRESS CURTAIN	\$100	\$ 100.00
TOTAL RENTAL		\$ _____

PAYMENT SCHEDULE

DUE AT SIGNING

TOTAL SECURITY DEPOSIT \$200.00/ \$ 500.00 /\$ 1000.00 Date: _____

Payment: Cash: _____ Check/Check No.: _____ Charge _____ Total paid: _____

RENTAL PAYMENT

1st PAYMENT: (50% of TOTAL RENTAL) \$ _____ Due Date: _____ (60 days before event)

Payment: Cash: _____ Check/Check No.: _____ Charge _____ Total paid: _____ Date: _____

2nd PAYMENT: (50% of TOTAL RENTAL) \$ _____ Due Date: _____ (30 days before event)

Payment: Cash: _____ Check/Check No.: _____ Charge _____ Total paid: _____ Date: _____

Credit Card Information (Please Print):

Visa / MasterCard _____ / _____, 20____
Name on Credit Card _____ Card Number _____ /Pin Number _____ Expiration Date _____

SECURITY DEPOSIT REFUND DUE TO CANCELLATION SCHEDULE

90 or more days before the event: 100%

60 to 89 days before the event: 50%

Less than 60 days before the event: 0%

