



St. Augustine's Episcopal Church

6 Old Post Road North
Croton on Hudson, NY 10520

Parish Hall Rental Agreement

This **Rental Agreement** by and **between Village of Croton on Hudson, NY (Lessee)** and the **St. Augustine's Episcopal Church (St. Augustine's)**, Lessor is entered into this _____ day of _____, 2024 at Croton-on-Hudson, New York. Checks should be made payable to **St. Augustine's Episcopal Church**.

LESSEE INFORMATION

Lessee

Mark Duncan, Recreation Superintendent, Village of Croton-on-Hudson, One Van Wyck Street, Croton-on-Hudson, New York 10520

Telephone: 914-271-3006

Email: mduncan@crotononhudson-ny.gov

EVENT INFORMATION

Event Type/Name: Tiny Tots Camp

Date July 1 – Aug 9, 2024 (M-F); No camp on 7/4/2024.

Event Hours (including set up and cleanup):

Monday, July 1, 2024:

Start: 9:00AM Finish: 2:30PM

July 2 – August 9, 2024 (No Camp 7/4):

Start: 8:45AM Finish: 12:30PM

TOTAL RENTAL FEES

Fees are payable by cash or check made payable to **St. Augustine's Episcopal Church**. Please indicate on the envelope or memo section on the check: "Parish Hall" and the date of the **Event**. The balance of the **Total Rental Fees** is due on or before the date of the **Event**.

SCHEDULED RENTAL FEES

Lessee will pay \$400.00 for the week of Monday, July 1, 2024, and \$500.00 per week for 5 weeks following, totaling \$2900.00 to St. Augustine's. Lessee will pay a deposit of \$100.00.

INCLUDED IN THE SCHEDULED FEES

The **Scheduled Rental Fees** listed above include use of the Parish Hall and Lawn during the agreed times. The **Lessee** agrees not to park in the driveway, block, or permit its guests to block, entrances to the Church, nor the driveway itself.

NOT INCLUDED IN THE SCHEDULED FEES

- Use of the **Kitchen** stove, ovens, pots and pans and cooking utensils
- Use of the copier/printer

OTHER PAYMENT CONDITIONS

- The above fees do not include the cost of any personnel required to support the **Event** in any way(s) not contemplated by this **Agreement**.
- A service charge of \$25 will be imposed on checks returned for insufficient funds.
- The **Lessee's** failure to pay on the agreed dates will constitute a breach of this **Agreement**, the **Event** may be cancelled at **St. Augustine's** sole discretion, and **St. Augustine's** reserves the right to retain the full deposit, not including any **Security Deposit**.
- Any changes to the **Event** details set forth herein may increase the costs set forth in this **Agreement**, to be paid by **Lessee**.

DATE/TIMES OF PERMITTED USE

Subject to the terms and conditions of this **Agreement**, **St. Augustine's** hereby grants to **Lessee** license to use **St. Augustine's Parish Hall (the "Facility")** for the dates and times as agreed above.

INSURANCE

St. Augustine's may, at its sole discretion, require the **Lessee** to furnish a Certificate of Liability Insurance in an amount up to and including \$2,000,000 per Occurrence, naming **St. Augustine's Episcopal Church** as an additional Insured under the Policy.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by **Lessee**, its agents, employees, contractors, sub-lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this **Agreement**. **Lessee** hereby releases **St. Augustine's** from any and all liability or responsibility to **Lessee** or anyone claiming through or under **Lessee** by way of subrogation or otherwise for any loss or damage to equipment or property of **Lessee** covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the **Facility** in its "as-is" condition "with all existing faults". The **Lessee** agrees to vacate the **Facility** in the same condition as it found it, including but not limited to sweeping the floor, mopping any spillage of food or drink, and the entire floor if necessary; returning the tables and surrounding chairs to their "standard configuration."

ADDITIONAL CLEAN-UP AND DAMAGE PROVISIONS

Lessee agrees:

- To leave the Facility tidy with materials picked up and tables and chairs wiped down so that the **Lessee** can clean the floors each afternoon.

- To remove all rubbish and debris, including food and beverage remains, to the trash containers outside near the driveway on Van Wyck Street.
- To preserve the floor, by not dragging tables and chairs across it, and by wiping up spills promptly
- Not to tack, tape or otherwise adhere anything to the walls, woodwork, or floors, including nails, screws, hooks, picture hangers, glue and tape, nor hang anything from the ceilings.
- Not to discard paper towels, diapers, and other trash in the toilets - Use waste bins provided
- If any damage occurs to the **Facility**, or if any repairs or replacements need to be made to the **Facility** as a result of **Lessee's** exercise of its rights under this **Agreement**, **Lessee** shall pay **St. Augustine's** for any such damage, repairs, or replacements upon demand by **St. Augustine's**.

TERMINATION

St. Augustine's may terminate this **Agreement** based upon any one or more of the following events:

- A. Failure of **Lessee** to pay the **Rental Fees** or any other charges due under this **Agreement** when the same are due;
- B. **Lessee** fails to perform any of its covenants under this **Agreement**.

In any of the aforesaid events, and in addition to any and all rights and remedies available to **St. Augustine's** by law or in equity, **St. Augustine's** may, without further notice, forthwith terminate this **Agreement** and expel and remove **Lessee**, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of **Lessor** or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said **Facility**, and in addition to any other remedy it may have, **Lessor** may recover from **Lessee** all damages it may incur by reason of such breach by **Lessee**.

INTERFERENCE

Lessee shall use the **Facility** in a manner which shall not in any way cause interference with the use or occupancy of the other portions of **St. Augustine's** Property, whether by **St. Augustine's** or others. **Lessee's** use of the **Facility** shall be in such a manner so as not to interfere with or impose any additional expense upon **St. Augustine's** in maintaining the Property.

USAGE HOURS & COOPERATION WITH OTHERS

St. Augustine's may require use of the premises before and after the **Event** hours set forth in this **Agreement**. The **Lessee** agrees to occupy the premises only during those hours. **St. Augustine's** may make available for use by others at the same time portions of the grounds and buildings not subject to this **Agreement**. The **Lessee** agrees to cooperate in good faith with **St. Augustine's** and those using other areas of the premises.

SMOKING

By law, smoking is not permitted inside the **Facility**.

NOISE LEVELS

Please remember this is Church property and that there may be visitors to the Church or the Rectory during your **Event**. As part of the village community, **St. Augustine's** has surrounding neighbors. Additionally, events held on the Lawn may be subject to early closure if the noise levels violate local ordinances.

EMERGENCY PROCEDURES

Damage or equipment malfunction should be reported immediately to the signatory listed below for **St. Augustine**. Call 911 for fire or smoke conditions, or health emergencies.

CANCELLATION

Lessee may cancel this **Agreement** at any time up to 30 days prior to the **Event** date by providing written notice of such Cancellation to **St. Augustine's**, to ensure the return of **Rental Fees** and/or **Security Deposit** already paid, less any related **Event** fees incurred by St. Philip's. If the **Lessee** fails to comply with this provision, the **Lessee** will be liable for **Full Rental Fees**. **St. Augustine's** will return any **Security Deposit**, less any damages to the Facility caused by the **Lessee**.

St. Augustine's, in its sole discretion, may cancel the **Event** if a reasonable basis exists, including, but not limited to, default, non-performance or breach of any of the warranties, terms or conditions of this **Agreement** by the **Lessee**. In that event, **St. Augustine's** reserves the right to retain **Scheduled Fee Deposit**. The **Lessee** also agrees to pay on demand any out-of-pocket expenses incurred by **St. Augustine's** in connection with the cancelled **Event**.

GOVERNING LAW

This **Agreement** shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the State of New York.

The **Lessee** acknowledges that he/she has read and understands the contents of this **Agreement**, and in signing this **Agreement**, agrees to compliance with all of its terms and conditions.

Lessee

Lessor/St. Augustine's Episcopal Church

Name of Person or Organization

Title

by (Signature)

by (Signature)

(date)

(date)

(Telephone)

(Telephone)

(email)

(email)