

SPECIAL EVENT FACILITY LEASE AGREEMENT

- 1) This Lease is made and entered into by and between The Roman Catholic Church of the Archdiocese of New Orleans, a Louisiana nonprofit corporation, dba the Old Ursuline Convent, represented herein by John Eckholdt, Secretary, duly authorized, hereinafter referred to as "Lessor," and **(name of lessee)**, hereinafter referred to as "Lessee."
- 2) **LEASED PREMISES** Lessor grants unto Lessee the right to use certain rooms on the first floor of the Old Ursuline Convent, including the outside locations, which consists of the front shrubbed, garden courtyard, the 40' X 80' rear covered tented area, and three designated guest zones, which connect to tent. Included also is a 15' X 30' outside, non-covered catering space, located at 1100 Chartres Street, New Orleans, Louisiana 70116 herein referred to as "Leased Premises."
- 3) **TERM** Lessee shall enjoy the right of use of the Leased Premises, stated above in article #2, from **(time)** until **(time)** on the **(date)** day of **(month)**, **(year)**, herein referred to as "Lease Term." Lessee may have limited and non-exclusive access to Leased Premises (under tented areas only) for set up beginning on **(day, date)** at **(time)**.
- 4) **CONSIDERATION** Lessee shall pay the consideration for use of the Leased Premises according to the fee schedule set out below:

3 Hour Reception Only	\$5,000.00
Use of St. Louis Cathedral or St. Mary's Church.....	\$2,750.00
3 hour Reception and Wedding, using either church.....	\$7,250.00
Each additional hour over the minimum 3 hour rental	\$1,000.00
Special Event Insurance Coverage	\$100.00
Electric Panel – Set up, placement and use	\$500.00
Additional Police Officer Security Fee	\$200.00
Compliance Fee (returned to Lessee, after Leased Premises restored to former state).....	\$300.00
Optional use of large rear paved area for additional party space.....	\$3000.00

Lessor and Lessee acknowledge that Lessee shall pay **(total)** as reflected above to cover a # **(number)** hour reception, at the Old Ursuline Convent and use of St. Louis Cathedral for a **(time)** Wedding on **(day, date, year)**. An initial deposit of \$1,500.00 for a **(time)** wedding on **(date, year)** at **(church)** and a deposit of \$2,500.00 for use of the Old Ursuline Convent reception venue has been paid on **(date)**, leaving a balance of **(remaining total)**. In the event of cancellation by Lessee, all payments made to date are non-refundable.

✓Please make check payable to the CCHC - (Catholic Cultural Heritage Center)

As an essential element of the consideration of this Lease, Lessee covenants and agrees that no part of the Leased Premises will be used at any time for any purpose that contradicts the teachings and beliefs of The Roman Catholic Church

5) USE OF PREMISES The Leased Premises shall be used only by Lessee and Lessee's guests for a reception or special event and for no other purposes without the prior written consent of Lessor. The following special provisions are noted and agreed:

- Lessee must contact Jim Perrier Party Rentals at (504) 834-8570, the CCHC's exclusive vendor for all reception and special event rental. No outside Vendors or Rental Companies are allowed on premises.
- All food must be brought on site from approved outside vendors or caterers.
- Lessee and/or Lessee's agent shall make arrangements with Lessor and Jim Perrier in advance for delivery of any or all items being delivered to leased premises for event.
- If alcoholic beverages are to be served at the function, the lessee hereby agrees that these shall not be served to anyone under the age of twenty-one. All alcohol must be removed from premises at the conclusion of the event.
- The lessee hereby agrees to indemnify the parish for any and all damages caused by or to any person participating) at the function, whether such damage is caused by the use of alcohol or otherwise.
- The lessee hereby agrees to pay for the defense of the Archdiocese of New Orleans in the event of any legal action arising as the result of the serving of alcoholic beverages and/or any other reason connected with the use of the premises. The archdiocese shall have the right to choose their own attorney to defend them in the event of such a suit, with the lessee having the responsibility to reimburse the Archdiocese in the event that such a suit is filed.
- The lessee hereby agrees to hold the Archdiocese of New Orleans harmless from any damages caused to or by any person who is a participant at the function in the event there is legal action arising from the use of the premises and/or the sale or furnishing of alcoholic beverages on said premises.
- Any candles used by Lessee on premises must be enclosed in protective glass.
- Any live music must end by 11PM. If live music is to be used, Lessor must approve use of the live music at least sixty (60) days prior to event.
- Tenting of outside area. When appropriate, lessee must contract with Jim Perrier Party Rentals (504) 834-8570 our exclusive vendor, for tenting of the outside area of Leased Premises. Lessee and Lessor shall agree on a mutually agreeable time for tent set up and take down to take place so as not to disrupt other events on Leased Premises.
- Lessor shall have a representative on Leased Premises during the entire Lease Term. Lessor's representative shall have the ultimate and final authority on use of the Leased Premises.
- It is the responsibility of Lessee to provide a restroom attendant and a coat check attendant if needed for event.
- Security shall be on site during the entirety of the event. Cost of the security is included in the rental cost.
- All party, wedding planners and coordinators must be approved by Lessor at time of signed contract.
- All approved equipment and supplies brought onto leased premises by caterer, florist, lighting designer, band, and wedding coordinator must be removed at the conclusion of event.

- 6) CONDITION, REPAIR, MAINTENANCE, AND UPKEEP Lessee acknowledges that it has made an inspection of the Leased Premises, finds the same suitable for its intended purpose, and accepts the Leased Premises in its present "AS-IS" condition. Lessor does not warrant that the Leased Premises are free of defects or any other hazards, and Lessor further does not warrant that the Leased Premises are in compliance with federal, state or local codes for health, safety, or accessibility, including but not limited to, the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Department of Environmental Protection and all other such regulatory agencies.

Lessee shall be responsible for keeping the Leased Premises in a neat and orderly condition throughout the full term of this Lease and to return the Leased Premises to Lessor clear of all trash and debris and in substantially the same condition as it received it, excepting only normal decay, wear and tear. Lessee shall pay the cost of any janitorial service required for clean-up and trash removal not handled by Lessee pursuant to Section 8 & 10 herein.

Lessee shall be responsible for payment of the cost of repairs of any damage to the Leased Premises, its fixtures, appliances or appurtenances, or to the building of which the Leased Premises form a part, caused by the intentional act(s) or negligence of Lessee, its guests, agents, or servants, or in any way arising out of the Lessee's occupancy of the Leased Premises.

- 7) LIABILITY & INDEMNITY To the fullest extent permitted by law, Lessor shall not be responsible for damages caused by any defects in the Leased Premises or the consequences thereof. Lessor shall not be liable for any damage to person or property sustained by Lessee or its employees, contractors, sub-contractors, guests or invitees or any other person(s), and any such liability is assumed by Lessee. Lessee agrees to defend, indemnify, and hold harmless The Roman Catholic Church of the Archdiocese of New Orleans, and their members, directors, officers, employees, agents, successors, assigns and their related entities from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of or are any way related to Lessee's use of the Leased Premises, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional acts, fault or willful misconduct of Lessee, its employees, agents, invitees, visitors, or contracting parties, premises liability and/or defects in the Leased Premises, and/or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto. **LESSEE ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS The Roman Catholic Church of the Archdiocese of New Orleans FOR THEIR NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.**

INSURANCE. Special Events insurance coverage through Catholic Mutual Insurance is required for all events held at Ursuline Convent. Lessor has agreed to obtain this Special Events insurance coverage for this Event. In order to do so, Lessor has included a \$100 insurance fee in the amount due from Lessee. Lessee and Lessor agree and understand that this fee for insurance must be collected in order for this agreement to be legally binding. Failure of Lessee to pay this fee shall make this agreement null and void.

- 8) SIGNS OR DECORATIONS Lessee is obligated not to display in, on, or above the Leased Premises any sign or decoration, the nature of which, in the sole discretion of Lessor, is dangerous, unsightly, or detrimental to the Property or to Lessor. Lessee is obligated to promptly remove at or before the expiration of this Lease any and all signs placed in or upon any part of the Leased Premises and is obligated to pay the cost of said removal.

Any and all decorations must be pre-approved in writing by Lessor. No decorations may be fastened to doors or walls of the Leased Premises. No confetti, rice, birdseed, flower petals, glitter, bubbles, sparklers, or fireworks are allowed on Leased Premises. Smoking is prohibited inside the Leased Premises.

Lessee shall be responsible for removing all trash, decorations, or other debris from the Leased Premises at the conclusion of the event.

- 9) DEFAULT BY LESSEE Should Lessee fail to comply with any of the terms, covenants, agreements or conditions contained in this Lease, Lessee shall be in default hereunder and Lessor shall have the right, at Lessor's option, to cancel this Lease effective immediately. The foregoing provision is without prejudice to any remedy which might otherwise be available under the laws of Louisiana for breach of contract.

Should Lessor terminate this Lease as provided in this section, Lessor may re-enter said Leased Premises and remove all persons or personal property, without legal process, and all claims for damages by reason of such re-entry are expressly waived.

Lessor's failure to strictly and promptly enforce any of the terms of this Lease shall not operate as a waiver of Lessor's right. Lessor hereby expressly reserves the right to always enforce the terms of this Lease or to cancel this Lease regardless of any indulgences or extensions previously granted.

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places the enforcement of this Lease for recovery of the possession of the Leased Premises in the hands of an attorney, and/or files suit upon the same, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

- 10) TRASH **Lessee or Lessee's agent shall remove all trash, decorations, or other debris from the Leased Premises at the conclusion of the event and cannot be placed outside, street side. Premises must be broom swept at conclusion of event.** Lessee shall be responsible for keeping the Leased Premises in a neat and orderly condition throughout the full term of this Lease and to return the Leased Premises to Lessor clear of all trash and debris and in substantially the same condition as it received, excepting only normal decay, wear and tear. Lessee shall pay the cost of any janitorial service required for cleanup and trash removal not handled by Lessee pursuant to this Section. **The Lessee is required to arrange for the delivery of a trash dumpster thru Perrier Party Rentals.**

- 11) SURRENDER OF PREMISES At the expiration of this Lease, or its termination for other causes, Lessee is obligated to immediately surrender possession of the Leased Premises. Should Lessor allow or permit Lessee to remain in or upon the Leased Premises after the expiration or termination of this Lease, said action shall not be construed as a reconduction of this Lease.

NOTICE Any notices, demands or citations under this Lease may be served personally on Lessor or by certified mail addressed to:

The Roman Catholic Church of the Archdiocese of New Orleans
7887 Walmsley Ave.
New Orleans, Louisiana 70125
Attn. Chief Financial Officer

with a copy to:

Very Rev. Philip G. Landry
Rector, St. Louis Cathedral
615 Pere Antoine Alley
New Orleans, LA 70116-3291

and on Lessee at address listed below.

- 13) OTHER PROVISIONS The parties to this Lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided for herein, this Lease shall be governed by the laws of the State of Louisiana.

All the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, affiliates, nominees and representatives.

Failure of Lessor to require strict performance by Lessee of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by Lessor of the right thereafter to require strict compliance with said covenants, provisions, and conditions.

If any term or provision of this Lease, or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those affected thereby, and each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

It is agreed that the article captions contained in this Lease are merely inserted for the purpose of convenience in reference, and that such article captions shall in no way be construed as forming part of this Lease or in any way limiting or qualifying the provisions hereof.

Any amendment to this Lease must be in writing and signed by Lessee and Lessor. Oral agreements shall not constitute an amendment of this Agreement.

By signing below, parties agree to be bound to the above conditions.

LESSEE PRINTED NAME

LESSEE SIGNATURE

DATE

CONTACT PHONE

ADDRESS

LESSEE AGENT(S)

**LESSOR: The Roman Catholic Church of the Archdiocese of New Orleans
 dba the Old Ursuline Convent**

Very Rev. Philip G. Landry
Rector, St. Louis Cathedral
615 Pere Antoine Alley
New Orleans, LA 70116-3291