



THE UPPER ROOM

HISTORIC 1871 TILESTON

RENTAL AGREEMENT AND RELEASE FORM

This agreement, made this _____ day of _____, 20____, between

_____ and _____

Property

Renter

WITNESSETH:

Whereas, the Parish is the beneficial owner of certain property known as Upper Room 1871(Property), and The Renter has requested the use of Property.

Now, Therefore, for and in consideration of the premises and the terms and conditions set forth herein, the Property and Renter do hereby agree as follows:

1. The Property hereby grants the Renter permission to use the Property on the _____ day of _____, 20____. During this day, the Renter shall be permitted to use the Property between the hours of _____ and _____. The Renter shall use the Property only for the purpose of _____. The permission granted herein is restricted to the Property only, and all other areas in the building and grounds encompassing the Property are excluded from use.

2. The Renter shall pay the Property the sum of \$_____.

3. The Renter shall insure that all persons using the Property under this license shall exercise good behavior so as not to disturb the surrounding neighborhood or cause damage to the Property.

4. Release and Damages:

(a) Renter agrees to protect, indemnify and save harmless the Roman Catholic Diocese of Raleigh, North Carolina and the Parish and their officials and employees from and against all claims, demands and causes of action, in favor of Renter's employees or third parties on account of personal injuries, emotional distress, illness, disease, or death or on account of property damages arising out of Renter's use and occupancy of the Property.

(b) Renter agrees to leave the Property in as good order and condition as when received by Renter, reasonable wear and tear excepted. Any damages to Property as determined by the Parish will be repaired by the Parish or the Renter and paid for in full by Renter.



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5. Renter accepts the Property “as is”, acknowledges that it is thoroughly familiar with the condition of the Property and that the Parish has made no representations as to the condition of the Property.
6. Any special conditions on the use of the Property by the Renter in addition to those stated herein are included as Exhibit “A” attached hereto.
7. Renter shall not assign this agreement or sublet any part of the Property.
8. This agreement constitutes the entire understanding of the parties.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate originals, one of which is retained by each of the parties.

Property _____ Renter _____

By: _____ By: _____

Title: _____ Title: _____