

OUR LADY OF FATIMA SOCIETY PORTUGUESE HALL

Contract _____
Deposit _____
Insurance _____
Security _____
Rent _____

LEASE

(Executed in Duplicate)

THIS LEASE is made In Thornton, California, between Our Lady of Fatima Society of Thornton, 26590 N. Sacramento Blvd., Thornton California, a California Corporation,

LESSOR and, _____ LESSEE.

Lessor, hereby leases to lessee and lessee hereby leases from Lessor that certain portion of the premises hereafter described, the same being **Located at 26590 N. Sacramento Blvd., Thornton, California**, for the rent and term hereafter stated. It is mutually agreed that the letting hereunder is subject to the following conditions to be performed by Lessee as a material part of the consideration hereof:

1. Lessor shall not be liable to Lessee for any Injury to person or property from any cause whatsoever, in or about the premises, or any part thereof. Lessee agrees to, and does hereby hold Lessor harmless and free from Injury, defend Lessor against any and all claims or liability for any Injury to any person or damages to any property whatsoever: (1) Occurring In, on or about the premises, or any part thereof, and (2) Occurring In, on or about any facilities, the use of which Lessee may have In conjunction with other tenants of the premises. Lessor shall not be liable for theft or loss of Lessee's property. X _____

2. Lessee shall at all times comply with all applicable ordinances, laws and regulations of the County of San Joaquin, and State of California; and Lessee shall control and police all persons on or using the premises to avoid nuisances, disturbances of the peace, unruly and like disorderly conduct, or damage to the premises, facilities or personal property of Lessor. Lessor reserves the right to have excluded from the premises any person, whom in the judgment of Lessor's agent, is Intoxicated or under the Influence of drugs or conducting himself in a disorderly or obnoxious manner. _____

3. Lessee hereby takes the premises in their present condition and "as is," and there is no obligation on Lessor to make the premises suitable for Lessee's needs. Lessee shall pay for all damage or Injury done to the premises or personal property of Lessor by Lessee on demand. Lessee shall pay and discharge all costs, expenses and attorney fees which shall be Incurred and expended by Lessor in enforcing the covenants and agreements of this lease, whether by the Institution of litigation or in the taking of advice of counsel. _____

4. The term "Lessee" shall Include all of Lessee's officers, members, agents, servants, customers, patrons, guests and Invitees; and Lessor, for all acts to be performed hereunder, shall be represented by Its agent who shall sign this lease, or by any of Its other corporate officers or agents, whether on the premises or not. _____

5. Lessee shall be a tenant from day to day only and shall not assign this lease. Lessee at Its cost shall surrender the premises in good and clean condition, broom swept, with kitchens, stove and sinks clean, and all debris deposited in proper receptacles. Lessee shall take good care of the premises and surrender them in the same clean condition as received. _____

6. Lessor, at Its option, may at any time rent any other portion of the premises to other tenants, and Lessor may at any time enter the demised premises for purposes of Inspection or repair, or to quell disturbances, or for any other reason deemed sufficient In Lessor's Judgment; and Lessee hereby consents to said entry for said purposes without abatement of rent or claim for damages.

7. Lessee must provide liability insurance. A **Certificate of Liability Insurance with a minimum of \$1,000,000.00 Liability with Our Lady of Fatima Society of Thornton named as additional Insured.** _____

For the facilities shown below, rent shall be as follows:

Small Hall (with kitchen)	\$ _____ (per night) or (per day)	
St. John's BULL ARENA	\$ _____ (per night) or (per day)	No personal checks
Large Hall (with kitchen)	\$ _____ (per night) or (per day)	
Garbage	\$ _____	

Lessee shall pay said rent in advance on the execution of the lease and shall **deposit** with Lessor at the same time \$ _____ as a **guarantee** for the necessary cleaning of said premises, rent and for the replacement of missing or damaged property, on account. Lessor is hereby authorized by Lessee to retain from said deposit such sums as Lessor determines proper In Its sole discretion, and Lessee will reimburse Lessor for performing said work for Lessee, or for replacement of said missing or damaged property.

Should reservation date be cancelled without a 90 day notice, the DEPOSIT is not refundable _____

8. POSSESSION:

Lessee shall have possession of the demised premises on the day of _____, 20____, commencing at the hour of **8 AM** and ending at **12 Midnight** on _____ 12 AM to 1 AM is for cleaning _____. **Opening and closing of the premises shall be by Lessor's agent, and Lessee shall not be entitled to a key to the premises.** _____

9. BAR FACILITIES:

Lessor reserves the right to operate its bar, and to serve and sell beer and soft drinks, or coffee, or other merchandise to Lessee and its guests at its customary prices for said merchandise, with the profit there from belonging exclusively to Lessor. Lessor shall be under no obligation to operate said bar or facilities at any time. Lessee expressly agrees not to serve or sell, nor to bring into the premises, any whiskey or other alcoholic beverage, commonly known as "hard liquor." Not responsible for liquor served to minors. _____

10. USE OF PREMISES:

The premises shall be used only for a meeting of Lessee's members and guests or for a dance for the same, and for no unlawful purpose.

Said premises may also be used for _____ when this paragraph is initialed by both parties on the duplicate copies. _____

11. POLICE:

Lessor reserves the right at any time to require of Lessee at Lessee's cost police officers, deputies, or guards to police the premises to avoid unruly or disorderly conduct of Lessee's guests and Invitees. _____

Number of Security () two () four () six () **Hired by:** _____

IN WITNESS WHEREOF, each party has duly caused this lease to be executed by its duly authorized officers by proper resolution (where Lessee is a corporation) on the date herein below shown.

DATED: _____, 20_____

Our Lady of Fatima Society of Thornton, California

RENT MUST BE PAID 2 WEEKS BEFORE THE DAY OF THE EVENT

By: _____ (Its agent) LESSOR

PLEASE SIGN ALL COPIES AND RETURN WITH DEPOSIT TO RESERVE YOUR DATE TO:

OUR LADY OF FATIMA SOCIETY
c/o Louisa Flores, Hall Manager
701 Erie Drive
Stockton, CA 95210
(209) 951-1844

(NAME OF ORGANIZATION) LESSEE

By: _____
(TITLE OF PERSON SIGNING)

(Address)

Lessor's copy

Please initial all areas marked

(Telephone)