

# The HINDU SOCIETY OF NORTHEAST FLORIDA

## FACILITY USE AGREEMENT

It is the desire of The Hindu Society of Northeast Florida (HSNEF) that all patrons who rent its facilities are able to use and enjoy them fully. The intent of this agreement is to help achieve this objective.

The person signing this Agreement is responsible for compliance with the terms of this agreement. We therefore ask that the signer read the agreement carefully, initial at the bottom of each page, and sign in full on the signature page at the end of this document.

### GENERAL

*Any individual or organization is eligible to apply for rental of HSNEF facility provided the stipulations stated in the Rental Agreement are adhered to.*

*HSNEF's need for space to conduct its programs, whether regular or emergent, always take precedence over scheduled single or recurring rentals.*

*If there exists a recurring rental of more than four weeks duration and another renter wishes to rent the same HSNEF facility for a single event for the time slot and space that coincides with that of the recurring rental, the renter of the single event will be given priority, if alternative arrangements cannot be worked out.*

*Please note that the Worship Hall is not available for renting and will not be accessible to the attendees of any private event outside of the regular Community Temple Hours. (These are noted at the end of this document).*

*HSNEF at its sole discretion reserves the right to approve a rental agreement or cancel an existing rental agreement. This shall be done in writing.*

***Fees Must Be Prepaid:*** *Security deposit, rental fee and cleaning fee are payable in advance. Facility rental cannot be confirmed until these fees are fully paid. We ask that the Security Deposit be paid in check, which will be returned or destroyed per renter's preference within 10 (ten) business days after rental, less any charges for additional janitorial services or those related damage to furniture or property, as determined by HSNEF. (See below for details).*

***Basic Cleaning:*** *The renter is expected to ensure that the property is left generally clean: used plates, cups, debris etc. placed in trash cans and no litter/trash left on the floors. Additional fee will apply if premises are left without such basic cleaning.*

### 1. HSNEF PROPERTY TO BE RENTED (Please Circle)

Multi-Purpose Hall, Yagyashala, lawn Area(define) \_\_\_\_\_; Parking Lot Area (Define)  
\_\_\_\_\_ Other (Define)  
\_\_\_\_\_

### 2. RENTER INFORMATION

- Full name of the signatory to this agreement: \_\_\_\_\_
- Tel: Mobile \_\_\_\_\_ Cell \_\_\_\_\_ E-mail \_\_\_\_\_
- If representing an organization – which? \_\_\_\_\_
- Signatory's official position in the organization: \_\_\_\_\_
- Signatory's Mailing Address (No P.O. Box permitted) \_\_\_\_\_  
\_\_\_\_\_

### EVENT INFORMATION

- Purpose of event: \_\_\_\_\_

b. Description of the event \_\_\_\_\_

c. Date of the event \_\_\_\_\_ Estimated attendance \_\_\_\_\_

d. Time event begins: \_\_\_\_\_ Time event ends: \_\_\_\_\_

Total Hours of rental \_\_\_\_\_ (No partial hours allowed. Minimum rental period is 2 hours)

e. Will food be served? Yes No

**Important:** i) Alcohol/Liquor and Non-Vegetarian food in any Form is Strictly Prohibited Anywhere in HSNEF Facility. ii) Sale of food is not permitted unless expressly preapproved by HSNEF.

f. Will there be music? Yes No; If Yes: What type: Live, Taped, Other \_\_\_\_\_

Please Note: Any music/audio cannot be loud enough to be heard outside the rented Hall/room, or cause disturbance to the neighbours, if renting outdoor space.

g. Will there be Live Performance? Yes No; If yes, what type: \_\_\_\_\_

h. In case the event is outdoors, will there be a tent? Yes No (Please note: if tent will be used, it cannot be put-up prior to the previous afternoon & must be removed latest by the following morning. Any exceptions must be discussed with & approved by HSNEF in advance)

**Renters cannot dig holes in parking lots or cause damage to the surface in any way.**

#### 4.CONDITIONS OF USE

##### A. RESERVATIONS

1. A Facility is not considered rented until:

Renter delivers to the HSNEF properly filled & executed Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses ( as required), and any other items deemed necessary by the HSNEF; and

2. This rental agreement must be executed by a person older than eighteen (18) years.

3. The signatory will be the contact person for HSNEF for all matters related to this rental.

4. Renter shall be responsible for securing all required permits and licenses.

5. The facility shall be used ONLY for the purpose stated above in this agreement and for none other.

6. Renter shall not use the HSNEF's name to suggest endorsement or sponsorship of the event without prior written approval of the HSNEF Manager or his/her designee. Renter's announcement and publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

7. Renter shall permit HSNEF officers or representatives' access to the rented facility, during the event, without hindrance.

8. Under no circumstances shall Renter sublease or allow any other organization or individual the use the Facility during the contracted rental period.

9. Renter is an independent contractor and not an agent or employee of the HSNEF.

##### B. FEES

1. Rental Fees per hour are noted below. Please note that the minimum rental period is two (2) hours. MPH: \_\_\_\_\_  
Yagyashala: \_\_\_\_\_ Lawn: \_\_\_\_\_ Parking Lot Area: \_\_\_\_\_ Kitchen \_\_\_\_\_ Other \_\_\_\_\_

2. For rental outside Temple hours (see below), there will be an additional fee of \$\_\_\_\_ per hour.

3. Cleaning Fee: \_\_\_\_\_ (for rental of up to 2 hours) \_\_\_\_\_ (for rental more than 2 hours)

4. Additional cleaning fee for using the kitchen \_\_\_\_\_.

5. Security Deposit: \_\_\_\_\_ (Refundable, less any charges for additional janitorial services or those related damage to furniture or property, as determined by HSNEF. See below for details).

6. If the facility is used beyond the contracted rental duration noted above, additional rental fee of \$\_\_\_\_ per hour or will be levied in slots of 30 minutes increments.

7. HSNEF shall notify Renter within 48 hours of the end of the rental period of any damages to the property, lost property or any additional janitorial services required. Renter shall be responsible for these expenses. In case these charges exceed the security deposit, they shall be billed to Renter separately.
8. Cancellation Fee: If HSNEF is duly notified -
  - More than one month before the rental is to begin: No Fee assessed.
  - Two to Four weeks prior: \$ 100.
  - Less than two weeks: \$150
  - Less than one week: Security deposit will be retained as cancellation fee.

### **C. RESTROOM FACILITIES**

Restroom facilities are included with rental except for outdoor events that involve splashing, throwing, soaking of dry or wet colour/paint. Renter will need to arrange portables for such events.

### **INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the HSNEF, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility, unless solely caused by the gross negligence or wilful misconduct of the HSNEF, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the HSNEF's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name HSNEF, its officers, employees, and agents as ADDITIONAL INSURED prior to the date of the rental. Renter shall file certificates of such insurance with HSNEF, which shall be endorsed to provide thirty (30) days' notice to the HSNEF of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, HSNEF reserves the right to deny Renter's access to the Facility. Any waiver of insurance may be issued by the HSNEF officials on a case-by-case basis, at its sole discretion.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the HSNEF's facilities to the HSNEF Manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the HSNEF, its officers, employees, and agents for civil disturbances, restrictions imposed by any public authority, fires, floods, earthquakes, results of any other "acts of God" and other causes beyond HSNEF control.
5. Renter waives any right of recovery against the HSNEF, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility, even if the HSNEF, its officers, employees, or agents seek recovery against Renter.

### **E. SECURITY**

1. The HSNEF, at its sole determination, may require a certain number of security officers for the event for safety, traffic/crowd management etc. Renter shall be responsible for procuring and paying for security officers through HSNEF or a private security agency approved by HSNEF.
2. Renter and not HSNEF is solely responsible for supervising all individuals at the Facility during the event. However, HSNEF reserves the right to evict individuals from the Facility during the event if it deems their conduct to be harmful or destructive, or shut down the event if it deems it to be detrimental, unsafe, or in breach of this agreement, in any way.

## **F. SET UP / CLEAN UP / DECORATIONS**

1. HSNEF shall furnish janitorial services as a part of this rental. Janitorial services include general clean-up. They do not include set-up, decoration or other activities.
2. Two (2) hours of complimentary time is included with this rental for set-up and clean-up. This complimentary time is applicable for the day of rental only. Additional fees will apply for extra time or days.
3. Renter shall not store any equipment or materials at any HSNEF Facility without the prior written approval of the HSNEF Manager or his/her designee.
4. Are you planning to use tape on the floor? Yes\_\_\_\_, No\_\_\_\_. Please Note: Only Command Tape/Strip may be used on the floor, if necessary. Use of any other type of tape, such as electric, Cello, Duck etc. is strictly prohibited. The host will be responsible for any staining or damage to the floor.
5. Are you planning to put up any banner(s), placards, signs, flyers etc? yes\_\_\_\_, No\_\_\_\_. Please Note: Driving nails or thumb-tags, or making holes in the walls in any way and sticking flyers/signs to the walls is prohibited, and the host will be responsible for any defacing of walls.

## **G. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take HSNEF property outside of the Facility for any reason without the prior written approval of the HSNEF Manager or his/her designee.
2. Renter shall not use HSNEF equipment, tools, or furnishings located in or about the Facility without the prior written approval of the HSNEF Manager or his/her designee.
3. Renter shall ensure that no attendee or vendor engaged by Renter drives motorized vehicles on the lawn or green space.
4. HSNEF does not provide audio/visual or public-address systems, spotlights, floodlights, or projectors. Renter, may bring these systems into the Facility for use, at Renter's cost.
5. If Renter plans to use HSNEF audio-visual, public-address systems, Renter must inform HSNEF in advance and secure approval for such use.
6. If Renter plans to record, televise, or broadcast the event or any portion thereof, Renter must inform HSNEF in advance and obtain approval to do so.
7. Renter may use HSNEF chairs & tables during rental at no additional fee.

## **H. PROHIBITED ACTIVITIES**

1. Gambling of any kind.
2. Recreational and/or illegal drugs.
3. Smoking indoors.
4. Alcohol or liquor of any kind.
5. Non-vegetarian food or food products.
6. Animals, except guide dogs.
7. Music or public address system loud enough to be heard outside the rented room/hall or cause disturbance to neighbours, if outdoor space is rented.
8. Use of colours/paint/crayons indoors.
9. Sale of food, unless expressly preapproved pre-approved by HSNEF.
10. Political activity or promotion of any kind.
11. Punching holes or sticking flyers to the walls (see above for details)
12. Sticking tape to the floor (see above for details)
13. Vendors selling any goods or services.

## **I. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

2. Renter shall not admit, at this event, more than the approved number of attendees as stated on first page of this Agreement.
3. If Renter violates any part of this agreement or provides false information to HSNEF, HSNEF reserves the right to refuse Renter further and future use of the Facility, and withhold a portion of or all of the rental fee and/or deposit fee.
4. HSNEF may impose additional requirements, as deemed necessary, to protect the health, safety, and/or welfare of the community.
5. Renter, if aggrieved by HSNEF's decisions related to the disposition of this agreement may appeal to the Secretary or Chairperson of HSNEF in writing no later than five (5) days after the HSNEF's decision has been communicated to the Renter.
6. Renter agrees to settle any unresolved disputes with HSNEF through arbitration.
7. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### IMPORTANT – READ BEFORE SIGNING

The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all the aforementioned rules, regulations, and conditions of use.

If you are signing on behalf of an organization:

I am an authorized agent of \_\_\_\_\_ (Name of the Organization) submitting this agreement.

Signature\_\_\_\_\_

Print name\_\_\_\_\_

Address\_\_\_\_\_

Telephone Home \_\_\_\_\_ Cell \_\_\_\_\_

### HSNEF (HINDU SOCIETY OF NORTHEAST FLORIDA) USE ONLY

A) This renter has been waived for submitting proof of insurance and insurance is not required

\_\_\_\_\_

(HSNEF OFFICIAL sign and date)

B) Will HSNEF require Renter to arrange for security officers during this event? Yes No; If yes, how many & other notes:

\_\_\_\_\_

C) Use of Indoor Restrooms Approved: Yes No.

D) Rental fee: \_\_\_\_\_ Cleaning Fee: \_\_\_\_\_ Security Deposit: \_\_\_\_\_ Total Paid: \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_ Deposit returned \_\_\_\_\_

Date\_\_\_\_\_

By\_\_\_\_\_

TEMPLE HOURS: Monday to Friday: 9 am -11 am; 6 pm – 8:30 pm Saturday & Sunday: 9 am – 2 pm; 4 pm – 8:30 pm

(Updated May 27,2023)