

# THE HINDU SOCIETY OF NORTHEAST FLORIDA

## FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") defines the terms and conditions under which The Hindu Society of Northeast Florida, a Florida not for profit corporation ("HSNEF"), and the undersigned Renter agree to the Renter's use of the rented Facilities located at 4968 Greenland Road, Jacksonville, Duval County, Florida (the "HSNEF Property") on the Event Date.

It is the desire of HSNEF that all patrons who rent its Facilities can use and enjoy them fully. The intent of this Agreement is to help achieve this objective.

The Renter signing this Agreement is responsible for compliance with the terms and conditions 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 Agreement.

### GENERAL

- *Any individual or organization is eligible to apply for rental of HSNEF Facilities provided the stipulations stated in this 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.*
- *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 Agreement). Community Temple timings, scheduled programs and standard practices involved with Worship Hall functioning cannot be altered and these should not be impacted by the rental of the Multi-purpose Hall or any other site on the HSNEF Property. HSNEF reserves the right to change or cancel the rental, if activities at the rented site adversely impact proper functioning in the Worship Hall.*
- *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.*
- *Basic Cleaning: The renter is expected to ensure that the HSNEF Property and the Rented Facilities are 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 rented Facilities are left without such basic cleaning.*

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

Multi-Purpose Hall

Yagyashala

lawn Area(define)\_\_\_\_\_

Parking Lot Area (Define) \_\_\_\_\_

Other (Define) \_\_\_\_\_

### 2. RENTER INFORMATION

a. Full name of the signatory to this agreement: \_\_\_\_\_

b. Contact info:

Mobile \_\_\_\_\_

E-mail \_\_\_\_\_

c. If representing an organization – which? \_\_\_\_\_

d. Signatory's official position in the organization: \_\_\_\_\_

e. Signatory's Mailing Address (No P.O. Box permitted) \_\_\_\_\_

\_\_\_\_\_

### 3. EVENT INFORMATION

- a. Purpose of Event: \_\_\_\_\_  
b. Description of the Event \_\_\_\_\_  
\_\_\_\_\_

c. Event Date: \_\_\_\_\_ 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 Facilities.

ii) Sale of food is not permitted unless expressly preapproved by HSNEF.

iii) If food is being served the caterer needs to follow the USDA criteria for food prepared and/or served for public consumption. These are attached to the Agreement for your convenience and Renter shall share this information with the caterer.

iv) Leftover food **must** be removed or disposed of before leaving the Property.

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 set-up prior to the previous afternoon and must be removed at the latest by the following morning after the Event. Any exceptions must be discussed with and 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. Facility rental cannot be confirmed until:
  - a) *Security Deposit, Rental Fee and Cleaning Fee are fully paid in advance. We ask that the Security Deposit be paid by check, which will be returned or destroyed per Renter's preference within ten (10) business days after rental, less any charges for additional janitorial services or those charges related to damage of the HSNEF Property, Facilities, furniture, or other property, as determined by HSNEF. (See below for details).*
  - b) Renter delivers to the HSNEF properly completed and executed Facility Use Agreement, Rental Fee, Security Deposit, Certificate of Insurance (unless waived), written evidence of permits and licenses (as required), and any other items deemed necessary by the HSNEF; and
2. This 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 Agreement.
4. Renter shall be responsible for securing all required permits and licenses.
5. The Facilities 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 HSNEF. 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 Facilities, during the Event, without hindrance.
8. Under no circumstances shall Renter sublease or allow any other organization or individual the use the Facilities during the contracted rental period.
9. Renter is an independent contractor and not an agent or employee of the HSNEF.
10. The rental should keep all egress paths free from obstructions during the use of the space.

## **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: \_\_\_\_\_ (Subject to terms and conditions herein, the Security Deposit is refundable, less any Cancellation Fee, charges for additional janitorial services or those charges related to damage of the HSNEF Property, Facilities, furniture or other 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 will be levied in slots of 30-minute increments.
7. HSNEF shall notify Renter within 48 hours of the end of the rental period of any damages to the HSNEF Property, Facilities, furniture or other 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 and shall be paid by Renter within ten (10) business days of the invoice.
8. Cancellation Fee: If HSNEF is duly notified -
  - More than one month before the rental is to begin: No Cancellation 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.
9. HSNEF reserves the right to increase the rental fee on an annual basis or periodically at its discretion. Regardless of when the rental agreement is signed or if the rental is recurring event for an extended period of time, the renter shall pay the most current applicable rental rates.

## **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.

## **D. RELEASE, INDEMNIFICATION AND INSURANCE**

1. Renter shall require all participants of the Event to execute HSNEF's Event Participation Release Agreement prior to the Event and participant's use of the Facilities.
2. Renter shall indemnify, defend and hold harmless HSNEF, its officers, employees, and agents from any and all claims (including without limitation, claims for personal or real or personal property damage), losses, costs, expenses, liabilities, actions, judgments or damages, including but not limited to attorneys' fees and costs, arising at any time during, or arising out of, directly or indirectly, or in any way connected with Renter's breach of this Agreement, the use or occupancy of the Facilities by Renter and Renter's participants, guests, invitees, and vendors, or the negligent actions, wilful misconduct or omissions of Renter, or Renter's guests, invitees, and vendors.
3. Upon written notice to Renter at least two (2) weeks prior to the Event Date, HSNEF may require Renter to 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 HSNEF 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 Event Date. If required by HSNEF, Renter shall deliver a copy of the insurance policies, together with certificates of such insurance, to HSNEF, which shall be endorsed to provide thirty (30) days' notice to HSNEF of cancellation or any change of coverage or limits. If a copy of the insurance policy and insurance certificate are not on file prior to the Event Date, HSNEF reserves the right to deny Renter's access to the Facilities.

4. 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 Facilities to the HSNEF Manager or his/her designee, in writing and as soon as practicable.
5. Renter waives any right of recovery against HSNEF, its officers, employees, and agents for civil disturbances, restrictions imposed by any public authority, government regulations or advisory, pandemic or epidemic health occurrences as declared by applicable governmental or world health organizations, disaster fires, floods, earthquakes, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or results of any other "acts of God" and other causes beyond HSNEF control (a "Force Majeure Event"). HSNEF may cancel this Agreement if a Force Majeure Event delays, hinders or prevents HSNEF from performing under this Agreement.
6. HSNEF shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of Renter, or any of Renter's guests, invitees, employees, agents or vendors from any accident or casualty occasioned by the failure of Renter to maintain the Facilities in a safe condition or arising from any other cause. Renter, as a material part of the consideration of this Agreement, hereby waives on its behalf all claims and demands (including but not limited to claims or demands for indemnification, contribution, or declaratory relief) against HSNEF and its officers, directors, employees and agents, for any such loss, damage, or injury of Renter and any of Renter's participants, guests, invitees, employees, agents or vendors. arising out of or in any way connected with Renter's breach of this Agreement, use or occupancy of the Facilities by Renter and Renter's participants, guests, invitees, employees, agents and vendors, or the negligent actions, willful misconduct or omissions of Renter, or Renter's participants, guests, invitees, employees, agents and vendors, even if the HSNEF, its officers, employees, or agents seek recovery against Renter.

#### **E. SECURITY**

1. 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 Facilities during the Event. However, HSNEF reserves the right to evict individuals from the Facilities during the Event if HSNEF deems their conduct to be harmful or destructive, or shut down the Event if HSNEF 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 Event Date only. Additional fees will apply for extra time or days.
3. Renter shall not store any equipment or materials at any HSNEF Facilities 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 personal property outside of the Facilities 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 Facilities 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 Facilities 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 Facilities.
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 use of the Facilities and withhold a portion of or all of the Rental Fee and/or Security Deposit.
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 submit any unresolved disputes with HSNEF to pre-suit mediation.
7. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. TIME IS OF THE ESSENCE OF THIS AGREEMENT.
9. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same instrument.
10. HSNEF reserves the right to cancel this Agreement for non-payment or for non-compliance with this Agreement. The rights of Toon Town as set-forth in this Agreement are in addition to any rights or remedies which may be available to HSNEF at law or in equity.
11. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements among them concerning the subject matter of this Agreement.
12. Renter shall not assign or transfer any of its rights or obligations under this Agreement without Renter receiving prior written consent of HSNEF, in its sole and absolute discretion.

13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without reference to the principles of conflict of law. In any dispute connected with or arising out of this Agreement, the parties hereby consent to and confer exclusive jurisdiction on the courts of the State of Florida, consent to and confer exclusive venue in Duval County, Florida, and hereby expressly waive any objections to venue or forum non conveniens in any such courts.
14. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.
15. TO THE EXTENT NOT PROHIBITED BY LAWS, EACH PARTY IRREVOCABLY, INTENTIONALLY, KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHT TO, AND SHALL NOT REQUEST, A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY A PARTY AGAINST THE OTHER REGARDING ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

#### **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, terms and conditions of use.

#### **RENTER:**

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

\_\_\_\_\_

B) Use of Indoor Restrooms Approved: Yes No.

C) 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 February 26, 2024)**