

LKFCH RENTAL AGREEMENT

This Rental Agreement (hereinafter "Agreement"), executed by the undersigned parties on this day of _____ 20 , constitutes an agreement for the rental and use of property known as "Leela Khastgir & Family Community Hall (LKFCH) managed by India Cultural Foundation (ICF) (hereinafter "Owner"). Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement include the following:

Owner: India Cultural Foundation

Physical Address: 7200 North Coltrane Road, Oklahoma City, OK 73121

Mailing Address: P. O. Box 7495, Edmond, OK 73083-7495

Phone: 405-478-0787; **Website:** www.hindutempleokc.org

Renter: _____

Address: _____

City/State/Zip: _____

Phone: Alt Phone: Cell: _____

Email: _____

Co- Renter: _____

Address: _____

City/State/Zip: _____

Phone: Alt Phone: _____; **Cell:** _____

Email: _____

The above renter(s) shall be referred to collectively hereinafter as Renter(s). Each of the renter(s) is jointly and severally responsible for the obligations contained in this Agreement.

Credit Card Number: Please call the manager with your credit card number _____

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Customer will be notified before any charges are made. Information shredded when balance paid in full)

2. GENERAL EVENT INFORMATION

a. Date of Event: _____; **b. Type of Event:** _____

c. Name of event (full names): _____

d. Venue space reserved: _____

e. Rental Items desired (additional fee will apply unless otherwise noted): _____

f. Number of Guests Attending: _____; **g. Start and End Time:** _____

3. ITEMS NEEDED IN RENTAL

The following items or services shall be included in the rental rate (Describe and check all that apply):

Round and/or rectangle tables: _____

Chairs: _____

Kitchen: Yes / No; **Sound system & microphones:** Yes / No; **Lighting System:** Yes / No; **Projector & Screen:** Yes / No;

Use of grounds/buildings for photography: Yes / No

3. **RENTAL FEES EFFECTIVE 2021**

Item #	Description	Up to 3 hours	3 to 6 hours	6 to 8 hours	12 hours
1.	One to two classrooms	\$150	\$300	\$500	No
2.	Entire hall & kitchen (no stage and AV room)	\$300	\$450	\$600	No
3.	Entire hall including stage and AV room (no kitchen)	\$350	\$500	\$700	No
4.	Entire hall including stage, kitchen, classrooms and AV room	\$450	\$600	\$850	\$1200

* *Use of AV System requires hiring an AV technician at \$90 per hour.*

Other Charges:

- \$350 refundable deposit is required for booking the hall. Appropriate amount of deposit will be refunded after inspection of LKCH facilities after use
- Event Insurance - required
- Security service charges - \$60 per hour
- Dumpster overfill charges - \$350
- Exceeding contract rental time - \$150 per hour and \$25 per hour to attending manager.
- There is no 24 hour contract of rental.
- Contract timing is from 8am to 12am midnight. If needed after midnight charges would be \$200 per hour and \$25 per hours at attending manager.
- If there are no other activities on previous day only 12 hours renter will get couple hours to decorate the stage or hall. It depends on LKCH (hall) committee.
- Temple management and the hall committee has full right to cancel the contract if any in-appropriate activities involved by renter or his/her guests.

4. ITEMS EXCLUDED FROM RENTAL - Any item or service not identified in Section 3 herein above is excluded from rental under this Agreement.

5. RENTAL DEPOSIT, RATES AND FEES - The Renter(s) agree to pay the rental rates and fees as shown in the rate sheet.

6. CLEANING & REPAIR FEES - Additional charges may be made for actual or estimated repair or cleaning costs to restore venue, grounds, equipment or other property to the same condition prior to Renter(s) use of the venue and Owner's property.

7. POLICIES, PROCEDURES, RULES & REGULATIONS - "POLICIES, PROCEDURES, RULES & REGULATIONS" as attached hereto are incorporated herein to include additional terms and conditions to this Agreement.

8. SEVERABILITY - In case any one or more of the provision(s), or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

9. MODIFICATION - No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

10. OPPORTUNITY TO REVIEW. By executing this Agreement the undersigned parties warrant and represent they have had an

opportunity to review, including being presented with a copy of "POLICIES, PROCEDURES, RULES & REGULATIONS" and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

11. FORCE MAJEURE - No damages from either party shall be due for a failure of performance due to Acts of God, war, terrorist act, riots, disaster or strikes, any one of which make performance impossible. The ICF shall have no liability for power disruptions of any kind.

12. INSURANCE AND INDEMNIFICATION - ICF and Renter each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Renter's insurance policy shall name the LKFCH-ICF as additional insureds. Damage to the LKFCH-ICF premises by the Group or appointed contractors will be the Renter's responsibility. Renter will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized renter activities. The LKFCH-ICF is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the LKFCH-ICF, and/or for the loss of equipment, exhibits or other materials left.

The OWNER reserves the right to approve all outside contractors hired for use by the Renter. The OWNER must be notified in advance of any proposed vendor. The OWNER reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the ICF. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on ICF premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on ICF's premises, and must comply with all other similar requirements the ICF deems appropriate, in its sole discretion, regarding use of function space, facilities and use of ICF services.

13. COMPLIANCE WITH OFAC LAWS - Renter represents and warrants that he/she/they are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Owner may cancel Event and this Agreement without liability if it is reasonably believed that it is necessary to do so in order for OWNER to comply with OWNER's obligations under such applicable laws or regulations, including if renter is added to any restricted party listings as described in this section.

14. ASSIGNMENT - Renter may not assign any benefits arising under or associated in any way with this contract without prior written consent.

15. AMENDMENTS/CHANGES - This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the authorized representative of the Renter and the Owner's Operating Committee President. No representative of the ICF has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing.

16. COMPLIANCE WITH LAWS AND REGULATIONS - Renter agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and ICF rules. Should ICF incur any fees or costs associated with Renter's compliance with such laws, regulations and rules, Renter will be responsible for those fees. Renter assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of ICF's premises during any time the premises are under control of Renter.

17. GOVERNING LAW - This contract is made and to be performed in the City of Oklahoma City and Oklahoma State in which the ICF is located and shall be governed by and construed in accordance with city and state law. Group consents to the exercise of personal jurisdiction over it by the courts of the State in which the ICF is located, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of the state and the County the ICF is located. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and all litigation expenses, charges and costs incurred therein. Additionally, should the ICF, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Renter.

18. Overtime - Renter agrees to begin Event promptly at the scheduled start time and to have guests, invitees and other persons vacate the designated function space at the agreed upon end time. Renter shall reimburse OWNER for any overtime wage payments or other expenses incurred by ICF because of Renter's failure to comply with these requirements.

19. Set Up Charges - Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover ICF costs and additional labor. If equipment is necessary that exceeds ICF's inventory, then renter agrees to pay for the cost of renting this additional equipment.

20. Security: If required, in OWNER's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of the Event, Renter shall provide, at renter's expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to ICF's prior approval. Such security personnel may not carry weapons. Renter's security

agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on ICF premises.

21. Outside Contractors - If Renter finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Renter shall be subject to prior written approval of the ICF, and ICF may have a list of approved contractors. Upon prior reasonable notice to the ICF from Renter, ICF shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the ICF premises by other guests and members of the ICF. Renter's contracts with its contractors will all specify that contractor and the group will indemnify and hold ICF harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at ICF is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state ICF is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with ICF. Damage to the ICF premises by the Renter or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The ICF reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the ICF. Renter bears all responsibility for the payment of any charges incurred at the ICF by its contractors.

22. Signage - Signs and banners are not allowed in the ICF's public areas. In regard to the Renter's meeting space, all signs shall be professionally printed and their placement and posting be pre-approved by the OWNER. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Renter desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, or public space, Owner's coordinator/manager must be notified of this request in advance, and will assist Renter with the request in order to avoid damage to property. Any damage to ICF as a result of not having prior approval will be billed to Renter.

23. Promotional Materials - ICF has the right to review and approve in advance any advertisements or promotional materials in connection with Renter's Event which specifically refers to the ICF, or uses its name or logo.

24. Placement of Tables and Use of Decorations, Props and Staging - Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Renter is responsible for ensuring that decorations, props, or staging brought into the ICF comply with local fire department regulations. Renter shall not utilize pyrotechnics.

25. Tax implication - LKFCH rental fees shall not be tax deductible.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written.

FOR OWNER: India Cultural Foundation

Signature: _____

Print Name: _____

Date: _____

FOR RENTERS:

Signature: _____

Print Name: _____

Date: _____