



TERMS AND CONDITIONS FACILITY USAGE AGREEMENT

1. DAMAGE & COMPLIANCE:

All agreements must be accompanied with the stipulated security deposit which shall be returned within fifteen calendar days of completion of the event if the facility is left in the same condition as before use and if there are no final settlement charges.

2. CANCELLATION OF AGREEMENT BY HTCC:

Should HTCC cancel the agreement, it will refund all the money paid by the User.

3. HTCC REGULATIONS:

- a. **All activities must start ONLY after 7:00 AM and should be terminated by 10:00 PM sharp without any exception and all shall leave the campus by 10:30 PM sharp.**
- b. On the HTCC property (Temple, Event Hall buildings and everywhere within the premises), cooking, serving or consumption of fish, non-vegetarian food, consumption of alcoholic beverages, chewing tobacco and smoking are strictly prohibited.
- c. User shall not have food or beverages for sale on the HTCC property
- d. User shall not use fireworks or explosive materials in the HTCC premises.
- e. Bottles gas in any form, fog or smoke producing equipment, mylar balloons and confetti are prohibited.
- f. An additional sound system may be used with the written permission of the HTCC. However, since the facilities are located in a residential area, the User shall respect the rights of the neighbors. HTCC or any agent thereof has the right to immediately terminate any event on receipt of complaint from neighbors of excessively loud music or noise or disturbance to the neighborhood.
- g. No handbills shall be placed on the parked automobiles or distributed within the HTCC property
- h. User shall not sell tickets without a written consent by the HTCC. No animals, except guide dogs, will be permitted to enter the HTCC premises
- i. The number of guests shall not exceed as stipulated in the event halls and event rooms usage schedule

6. SUBCONTRACTED SERVICES:

The User is required to give in writing to the HTCC all information about subcontracted services and personnel. User is solely responsible for the conduct of the subcontracted service personnel and for explaining HTCC terms and conditions to the subcontracted service personnel. The User shall ensure that the subcontractors understand that they are required to comply with the terms and conditions.

User's Initials _____



7 USER'S DESIGNATED REPRESENTATIVE:

The User hereby agrees that the designated representative has permission to act on User's behalf for decisions pertaining to the aforementioned facility and that the User is solely responsible for all such decisions taken by the designated representative

8 LIMITATION ON LIABILITY:

Except as expressly provided herein, in no event shall HTCC be liable to the User for any direct, indirect, incidental, special, consequential punitive or other similar damages including, but not limited to loss of profits or other economic loss arising out of the use of premises by User or the performance of User's obligations thereof

9 LIMITATION ON LOSSES:

The HTCC shall not be held responsible for any losses, injuries or deaths that occur within the premises, in the Parking Lot or around the facility, adjacent sidewalks

10 EXTENSION OF EVENT TIMINGS:

Should the User extend the event time beyond which was initially agreed upon in the Usage Agreement, the HTCC shall invoice the User on additional usage fee at the rate provided in Event Hall & Event Rooms Usage Schedule. In any event, all activities must be terminated by 8:00 PM sharp per City Regulations

11 EVENT TERMINATION:

User shall remove all belongings and personnel from the premises on termination of the event. User shall:

- a. Not leave the facilities unattended during the use of the facilities and inform the Custodian on termination of event. Custodian on duty must be informed before the User leaves the HTCC premises.
- b. Not leave any exterior doors open or unlocked except for the doors opened by the HTCC
- c. Ensure that all trash from the facility and the Parking Lot is deposited in the proper receptacles.
- d. Ensure that all furnishings have been returned to their original positions prior to the use of the facilities and all lights have been switched off before leaving the facility
- e. Ensure that the facility is cleaned after use and returned to their original condition prior to the User's use of the facilities
- f. Ensure that all equipment including gas stoves (if kitchen is used) have been turned off before leaving the facility

12 FAILURE TO EXIT:

Should the User not exit the premises and remove all personnel and belongings at the time shown on the Contract, then the User will be liable for additional pro-rated fees. HTCC has the right to shut down and secure the building, call the police and press charges if the User refuses to vacate the building.

User's Initials _____



13 REMOVAL BY POLICE:

Should the HTCC be required to call the Police for evicting the User from the premises due to User's refusal to exit, an additional fee will be assessed. In addition, the User will be responsible for all losses, including any legal fees and the loss of usage due to the premises being unavailable for the subsequent User.

14 LEFT PROPERTY:

Any property unclaimed for fourteen days shall be deemed to be abandoned to be disposed of by the HTCC as the HTCC deems fit, through sale or donation of the above property. Should User claim any left property, User shall be responsible for any costs associated with storage and or reasonable fees as assessed by the HTCC for maintaining the left property up to fourteen days.

15 VIOLATION OF LAW:

The User shall not perform or cause any actions that result in the violation of any applicable City, County, State or Federal laws, ordinances or statutes which may cause the HTCC's insurance premiums to be increased due to User's acts or omissions.

16 PERMITS:

The User is responsible for obtaining any City permits that may be required for the event to occur. A copy of the permit must be received by the HTCC at least seven calendar days prior to the event. Failure to provide certified copies of permits when required will terminate User's rights to use the premises and this agreement will be cancelled as per the section on Cancellation of Agreement by the User.

17 PARKING:

User and User's guests are permitted to park in the Parking Lot during the event which shall be revoked on completion of the event. The User shall make his/her own arrangements for Parking attendants. At User's request, HTCC will provide the name of the agency often used by HTCC to provide parking attendant services or HTCC may arrange for a fee the parking attendants for the User. Parking attendant(s) is required if more than 100 cars are expected.

18 PAYMENTS:

All payments are due before the event. The User is responsible for any additional payments as settlement charges. Examples of settlement charges include but not limited to:

- a. Additional usage hours
- b. Repair of equipment
- c. Additional repair and cleaning required to bring the facility to its original condition prior to usage
- d. Parking lot attendant charges if not included in the contract
- e. Priest services
- f. HTCC shall apply the security deposit towards the above settlement charges. Should the settlement charges be greater than the security deposit, then the User acknowledges that he/she will be solely responsible for these settlement charges and shall remit payment to HTCC immediately on receipt of notice of such charges from HTCC. Should the settlement charges be less than the security deposit, the HTCC will refund the balance within fifteen calendar days after the event.

User's Initials _____

19 PAYMENT OF DAMAGES:



In case HTCC is obligated under this Agreement to pay the User any damages incurred by the User, then HTCC will pay the User the amount remaining which was not paid by the User's insurance. However the amount claimed by the User shall be reasonable.

20 HTCC's RIGHT TO ENTER:

The HTCC shall have the right to enter the facility for inspection at any time during the event.

21 AMENDMENT:

This Usage Agreement may not be amended or altered except by an instrument in writing executed by the HTCC and the User

22 PARTIAL INVALIDITY:

If any items are found to be invalid or unenforceable by any court of law, such invalidity shall have no effect on the remaining Items in this Agreement and they shall remain in effect.

23 GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the state of Colorado. Notwithstanding the use of the term "User" in this Agreement, the User is a licensee in the premises only and not a tenant.

24 PRIEST FOR RELIGIOUS SERVICES:

The User is permitted to bring Hindu priest(s) of his/her choice to perform religious service, provided the User informs HTCC at the time of signing the contract.

25 DISPUTE RESOLUTION:

- a. HTCC and the User agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration mediation fees will be divided equally between the parties involved.
- b. HTCC and User agree that any dispute or claim by Law or equity arising between them out of this agreement, which is not settled through mediation, shall be decided by neutral binding arbitration. The arbitrator shall be acceptable to all parties and he/she shall render an award in full accordance with all applicable Colorado laws.

26 PROHIBITED ACTIVITIES:

The facilities are built by the HTCC to promote certain activities associated with the Hindu Religion. The activities conducted in the facilities shall be consistent with the Bylaws of the HTCC. Activities that are not consistent with the Bylaws of HTCC are prohibited.

27. USAGE FEE AND SECURITY DEPOSIT:

Usage fee in full is due at the time of reservation.
Security deposit is due in full at the time of reservation and is not refundable in case of cancellation.

User's Initials _____



FACILITY USAGE AGREEMENT

Renters Name:

Address:

Contact Phone:

Email id:

Nature of event: _____

Number of guests expected: _____

Event date: _____ **Event Start time:** _____ **Event End time:** _____

Set-up date: _____ **Set-up Start time:** _____ **Set-up End time:** _____

Total number of hours : _____

This agreement is executed at Centennial, CO on the _____ day of _____ 20____ between the Hindu Temple & Cultural Center (hereafter referred to as HTCC), a Colorado Non-Profit organization located at 7201 S Potomac St, Centennial, CO 80111 and the User with contact address as noted above.

IT IS UNDERSTOOD AND AGREED THAT NO RESERVATION, CONFIRMED OR OTHERWISE SHALL BE BINDING ON THE HTCC UNLESS THIS AGREEMENT FORM IS SIGNED BY HTCC AND USER AND THE AMOUNTS REQUIRED HEREIN ARE RECEIVED IN FULL. THE HTCC RESERVES THE RIGHT TO DECLINE THE USAGE OF ITS FACILITIES TO ANYONE.

It is agreed between the parties hereto as follows:

CONTRACTED USABLE AREA: The HTCC hereby provides the User the facility, per the terms and conditions mentioned hereunder. In consideration of the permission given to the User, the User agrees and undertakes to accept the use of the Event Hall of HTCC which is situated at 7201 S Potomac St. Centennial, CO

(Signature of the lessee)



The facilities are provided solely for the purpose of the aforementioned event and shall not be used for any other purpose. Any violation of this allows HTCC to terminate this Agreement and retain all funds. Priest services "if any" will be as specified in Event Hall & Rooms Usage Schedule. Please note that no political functions are allowed in the facilities.

HOLD HARMLESS

I (User) certify that the above information is accurate. I certify that I have read the Terms and Conditions pertaining to facility use and agree to comply with the rules and regulations. I further agree to be personally responsible for informing those using the facility as scheduled in the application, of the rules and regulations of HTCC, Centennial. I, or the organization I represent agree(s) to be responsible for any damage sustained in the facility, equipment or furniture, use of facility and further agree to release and hold harmless the HTCC, Centennial from any and all liability for damage or injury to person or property of the undersigned due to the use of said facility.

TOTAL FACILITY USAGE RESERVATION FEES: \$ _____

FURNITURE BREAK DOWN & CLEANING: \$ _____

SECURITY DEPOSIT \$ _____

AMOUNT PAID \$ _____

I acknowledge that, prior to signing this agreement, I have read and understood the Terms and Conditions of this Agreement.

User: _____
(Signature)

Date: _____

User's Name and Address:

HTCC: _____
(Signature)

Date: _____

7201 S Potomac St
Centennial, CO 80111

The signatories to this agreement acknowledge that they have the authority to sign this agreement.