

# (Tax-Exempted Non-Profit Organization)

Address: 309 Aviation Parkway, Morrisville, N.C. 27560/ Phone: Temple (919) 481-2574

# HSNC FACILITY USAGE FORM AND CONTRACT

Renter Contact Details:	(All details are mandat	ory)
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The following represents an Morrisville, NC, 27560 and				") 301 Aviation Parkw <b>Renter"</b> ).
HSNC Member: Yes / No (No	on-members need to pa	y listed Non-membe	r Rates)	
Facility Requestor (Primary 1	Renter) Name:			
Organization OR Group Nam	ne:			
Address:				
Contact #: Cell: ()				
E-mail:		Fax Numbe	er: ()	
MUST provide e-mail for con				
Event Details: NAME OF EVENT: (Circle One) * Personal Use *	Group/Organization *	Non-Profit Organiz	cation * Religious	
Event Date:	•••••	Facility Reques	ted (Circle Required)	
Circle Required Facility Write Start and Stop Time	Main Cultural Hall	Temple Hall	LC/Sai Room	Setup and Cleanup Time
From Hrs: (Start Time)				
To Hrs: (Stop Time)				
Tentative Attendees	No of Attendees -		No of Vehicles -	
Addl. Requirements	Audio & Video Hrs:		Need Kitchen?	Yes - No

- Only Vegetarian food is allowed in the HSNC premises. Alcoholic Beverages and non-veg food are not allowed in the HSNC premises.
- Smoking and Tobacco are not permitted in the HSNC premises. Violation will result in cancellation of your event
- All its rights under the laws of the State of North Carolina and the Federal Laws of the United States to seek damages.
- Temple rental events must stop during temple Arti time. Normal Arti timings are 10 AM and 7 PM subject to change.
- Temple rental cannot exceed more than 200 people and can not use the front tile area for any event related activity.

NC Main Cultural Hall and Temple Hall - U	sage Charges	effective Jul	y 2022
MAIN CULTURAL HALL RATES	HSNC Members & Affiliated Community Organization	Non-Profit Organization	Privat Nor Memb
Weekday - 8 Hours (Minimum)	\$1,300	\$1,600	\$1,80
Weekday - 12 Hours	\$2,000	\$2,400	\$2,60
Weekend – 8 Hours (Fri, Sat, Sun)	\$1,800	\$2,200	\$2,40
Weekend - 12 Hours (Fri, Sat, Sun)	\$2,200	\$2,600	\$2,80
Weekend - 18 Hours (Fri, Sat, Sun)	\$2,500	\$2,900	\$3,10
Additional Hourly Charges after minimum Hours	\$150	\$150	\$150
Additional Hourly Charges - After 11:00 PM	\$250	\$250	\$250
Kitchen Use - Per Hour Rate	\$75	\$100	\$125
*Weekday rehearsal – Min. 3 Hours	\$200	\$250	\$300
*Weekend rehearsal – Min. 3 Hours	\$500	\$550	\$600
Cleaning Fees	\$350	\$400	\$500
Foyer can be used for Vendor display and selling good (max. 4 vendors).		\$100	
Charges for Permission to set up Tent (Prior approval required).		\$500	
* Rehearsal is only for events that has minimum 6-hour usage reserved within 30 days of the event and must be paid along w reserved only within 2 days of the rehearsal day if facility is avenue.	ith the reservation.	<b>▼</b>	
Audio / Video Equipment Rates		<b>*</b> • • • • • • • • • • • • • • • • • • •	<b>*</b> - *
Projector - Main in Center on Stage	\$150	\$150	\$200
Projector - 2 on Sides	\$125	\$150	\$200
Stage Lights (Moving Heads and Wash Lights)	\$125	\$150	\$200
Microphones	\$50	\$30	\$30
DI Boxes	\$50	\$15	\$15

List details of any additional item(s) / service you may need for the event below.

TEMPLE HALL RATES	HSNC Members & Affiliated Community Organization	Non-Profit Organization	Private - Non Members
Weekday - 6 Hours (Minimum)	\$500	\$700	\$900
Weekday - All Day - 12 Hours	\$900	\$1,100	\$1,300
Weekend - 6 Hours (Minimum) (Fri, Sat, Sun)	\$600	\$800	\$1,000
Weekend - All Day - 12 Hours (Fri, Sat, Sun)	\$1,000	\$1,200	\$1,400
Microphones	\$50	\$50	\$50
DI Boxes	\$50	\$50	\$50

## **HSNC Facility Usage Contract Terms and Conditions**

- 1. Reservation for Usage facilities to be submitted recommended at least 60 days in advance.
- 2. Requests submitted fewer than 10 working days before the scheduled event may not be processed.
- 3. All Facility Reservation requests must be accompanied with completed form (download Facility Usage form from <a href="https://www.hsnconline.org">www.hsnconline.org</a> then go to Resources TAB and click on HSNC Forms then HSNC Facility Usage Form) OR under Service -> Usage menu or available at the Temple Hall.
- 4. Renter should insured their event and should submit liability insurance certificate with the sign contract. Please get in touch with your insurance carrier or agent for the policy. Recommended liability insurance minimum is \$ 1 million.
- 5. Payment- Appropriate Security Deposit and Facility Usage Check as per guidelines on Usage Form must accompany this Form. Check should be in the name of HSNC and must be dated the same as application date. Usage/Rental Application form will not be processed without payment.
- 6. All Details listed in the form should be clearly filled and forms will need to be signed by the requestor. Unsigned or improperly filled forms will not be accepted and/or approved. Member agrees to all the usage rules and regulations by signing the usage application.
- 7. Rental includes use of Hall, Stage and Audio System. However renter will be required to hire HSNC preferred Audio Technician separately at additional cost.
- 8. Lighting, Round Table, Party items, Main Hall Kitchen facility used for cooking & Hospitality Services will be charged as per listed additional fees. Personal stove is not permitted on HSNC premises.
- 9. Only vegetarian food is allowed. Alcoholic beverages and non-Veg. food is not allowed in HSNC campus/primises. Smoking and Tobacco is not permitted in the HSNC complex/premises.
- 10. For Temple rental events a proper decor must be maintained and all events must stop/pause during temple Arti time. Normal Arti timings are 10 AM and 7 PM. Arti timings are subject to change hence pl. confirm with priests on duty before commencement of the event.
- 11. Renter is responsible to take all Trash and Trash Bags to Dumpster and remove any unnecessary items left behind in the bathroom and hall. HSNC can arrange janitorial services at additional cost.
- 12. When using kitchen Renter is responsible and does need to completely clean the Kitchen area, take all left-over food and garbage from Kitchen area and return it in neat and clean condition.
- 13. Renter is responsible to put and store all Chairs & Tables back at designated area. HSNC can arrange setup & cleanup crew at additional cost.
- 14. Facility premises are expected to be handed over in a clean condition. All tables should be cleared before they are store back to designated place. Security Deposit will be returned after the HSNC rental committee has determined that the premises were left in the original state.

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- 15. Renters will be liable for all damages to HSNC facility and equipment rented and is liable to pay for fixing. HSNC facility committee will be the final decision-making authority on the amount of charges.
- 16. Size of the group more than 500 being served at the event will be a factor taken into account during reservation of the premises. Group more than 500 requires police, parking and facility cleaning services. HSNC can provide services at additional cost.
- 17. Morrisville Police Department (MPD) requires at least 30 days' notice for any event requiring or requesting a police presence in order to ensure staff can be made available. Application to MPD can be made using below link to MPD EXTRA DUTY OFFICER APPLICA.pdf
- 18. Larger events may require a Town of Morrisville Special Event Permit. It is the responsibility of the renter / user to obtain the permit necessary or the event may not be allowed by the Town. Failure to apply for a Special Event Permit in accordance with Town guidelines will result in a \$250 late application fee. Additional information can be found at <a href="https://www.townofmorrisville.org/government/departments-services/planning/forms-permits-and-downloads/special-event-permits">https://www.townofmorrisville.org/government/departments-services/planning/forms-permits-and-downloads/special-event-permits</a> or by calling the Morrisville Planning Department at (919) 463-6210. Events which are normally performed outside in the HSNC parking lots or campus such as Holi, Desersa, 15th Aug celebration etc. are termed as large event (these are just an examples)
- 19. For Weddings and Reception, the hall usage shall not be less than 6 hours for Temple and 12 hours for Main Hall. Setup will be charged as additional hours. Early check-in to do set-up will not be allowed.
- 20. Foyer is a common area for HSNC. Foyer usage is for gathering before function starts, socialization, and Information/ticket table for the conducted programs. For any other use, needs HSNC permission.
- 21. No sub-renting is allowed. Rented Facility shall be used for the renter's event, and no payment shall be collected from third party without prior approval from HSNC.
- 22. Third party vendors may be allowed in porch by obtaining prior permission from HSNC. Charges for allowing third party vendors in porch is \$150 per vendor payable to HSNC.
- 23. Parking lot is shared and open for devotees while any usage event is going on. Parking lot must be used for parking only and should not be allowed to use any vendors by the renters. No third-party booths/tables can be setup in parking area, except in the permitted tent by paying tent set up fees.
- 24. If renter requires to set up Tent in parking lot, charges are \$500 per day, regardless of it's in use or not. Tents should not block traffic around the premises, i.e. cars must be able to pass thru the tents, if tents are covering any section of the parking lot. Any damage to tents due to moving cars is renters' responsibility. Nails on asphalt, or any other damage to asphalt is not allowed. Any damage done to the parking lot due to tent installation and removal, is renters' responsibility. Renters must coordinate setting up and removal of the tents and pay for the repairs for any damage to HSNC facility. Tent(s) can only be setup on kitchen side parking and back of the main hall. **Tents are subject to approval by the Town of Morrisville. Application must be made to the Town for Tent approval.**
- 25. Renting on member's name for other or non-member person's or any profit/non-profit organization's event is not allowed.
- 26. Bollywood or Loud music, DJ's, Garba, Bhangra or any other dance etc. will NOT be allowed to be played in Temple Hall. Religious Events will be allowed in Temple Hall after approval from Religious Committee. Any other Events must be approved to be held at Temple Hall by HSNC rental committee. This is to maintain the sanctity of the Temple Hall.
- 27. During any rented event being hosted in the Temple Hall, devotes can come for prayers during normal temple hours.
- 28. For Temple Hall and Sai Room, individuals MUST remove their Shoes. Shoes are not allowed to be worn on these 2 premises of HSNC at any time.
- 29. Posting flyer on HSNC premises is not allowed unless Paid in advance with monthly rates per advertising policy.
- 30. Items such as Tables & Chairs are not allowed to be moved from one facility to another unless approved by Rental Committee in advance. Payment any additional items rented for use must be made by check.
- 31. HSNC is not responsible for procuring cleaning staff, chair setup staff or tent, or other items for renters' usage such as audio/video technicians or decorators. HSNC can assist or coordinate to provide contacts or preferred vendors but it is Renter's responsibilities to manage them, work with them, pay them and for any damages by those contractors to HSNC.

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faciality. Renters must not expect any special favor or arrangements for the renters to be made by HSNC employee outside of policy guidelines.

- 32. Any usage will be subject to the usage policy in effect at the time of usage, which might be updated time to time.
- 33. HSNC is not responsible to provide paper products or any decoration materials for renters' needs.
- 34. All safety and fire regulations of local authorities must be complied to by the renter.

# 35. IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the HSNC to provide, or for groups in general to use, the HSNC facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

#### 36. COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, disability laws, federal anti-terrorism laws and regulations, and the like. HSNC and RENTER agree to cooperate with each other to ensure compliance with such laws.

# 37. CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either HSNC or RENTER will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

#### 38. UNATTENDED ITEMS/ADDITIONAL SECURITY

HSNC cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the HSNC for securing a limited number of valuable items. If RENTER requires additional security with respect to such items or for any other reason, HSNC will assist in making these arrangements. All security personnel to be utilized during the Event are subject to HSNC approval.

#### 39. USE OF OUTSIDE VENDORS

If RENTER wishes to hire outside vendors to provide any goods or services at HSNC during the Event, RENTER must notify HSNC of the specific goods or services to be provided and provide sufficient advance notice to the HSNC so that the HSNC can (i) determine, in HSNC's sole discretion, whether such vendor must provide HSNC, in form and amount reasonably satisfactory to HSNC, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to RENTER, taking into consideration: (a) whether HSNC offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at HSNC.

## 40. PERFORMANCE LICENSES

RENTER will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that CLIENT may use or request to be used at the HSNC EVENT HALL.

#### 41. HIGH RISK ACTIVITIES

HSNC has committed to providing the function space, as applicable, set forth in this Agreement based on information about the event that RENTER has given to the HSNC. RENTER agrees that it has presented all material information required in order for HSNC to provide the facilities set forth in this Agreement. Should HSNC, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the HSNC (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), HSNC may terminate this Agreement immediately and without liability, upon written notice to RENTER.

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#### 42. ACCEPTANCE

When presented by the HSNC to RENTER, this document is an invitation by HSNC to RENTER to make an offer. Upon signature by RENTER, this document will be an offer by RENTER. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the HSNC otherwise notifies RENTER at any time prior to RENTER's execution of this document, the outlined format and dates will be held by the HSNC for RENTER on a first-option basis until MONTH DAY, YEAR. If RENTER cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the HSNC's option, the arrangements will be released, in which case neither party will have any further obligations.

# **Payment Terms and Conditions:**

- 1. Hall usages will be allocated on first come first served basis and subject to Availability.
- 2. Payment for security deposit and facility hall usage charges MUST be made along with the submission of the facility usage/contract form at the time of reservation to process the application.
- 3. Security deposit & facility usage amount to be paid by check. Two Separate checks to be given for security deposit (30% of Usage) and full amount of facility usage charge.
- 4. Security deposit will be returned in 30 to 45 days once the event is over and facility returned without any damages after written check out confirmation from usage coordinator or rental committee.
- 5. Payments can be made via credit card, check or cash. Make all checks payable to "HSNC" and in the memo please mention Date and Facility requested for.
- 6. Application will be processed, and Reservation will be confirmed only when the security deposit and facility usage payment is received. If a reservation is cancelled or postponed, amount will be returned in line with the Cancellation Terms and Conditions.

#### **Cancellation Terms and Conditions:**

- 1. Cancellation requests have to be presented in writing or email (rental@hsnconline.org) to the HSNC rental committee. Forfeited money will go towards donation to HSNC.
- 2. Refund of "Facility Usage Fees" (Not Security Deposit) will be as follows:
  - \$25 Administration fee will be charged by default for all Cancellations / Changes.
  - 100% Refund of Facility Usage Fees If reservation request is cancelled 90 days before the event.
  - 75 % Refund of Facility Usage Fees- If reservation request is cancelled 60 days before the event.
  - 50% Refund of Facility Usage Fees- If reservation request is cancelled 30 days before the event. No refund of Facility Usage fees If reservation request is cancelled within 15 days of the event.
- 3. Any Returned Checks will be charged a Fee of \$35 Bank Charges PLUS \$15 processing fee with Total of \$50.
  - **Note:** Any exception to the Payment or Cancellation policy will need to be presented in writing or by email to HSNC Usage Committee (<u>rental@hsnconline.org</u>) and it needs to be approved by the HSNC board.
- 4. Any rental reservation can be cancelled three weeks before for any HSNC event. All efforts will be made to provide alternative options to conduct your events. Your rent along with deposit will be refunded.
- 5. No rental refund will be allowed for any cancellation due to force majeure event (unforeseeable, external to the parties of the contract, and unavoidable e.g. pandemic, terrorism, rains/hurricane etc.) HSNC will work with Renters to reschedule the event on same terms and conditions at different date depending on availability of facility.

**Note:** Any exception to the payment or cancellation policy will need to be presented in writing or by email to HSNC Rental Committee (rental@hsnconline.org) and it needs to be approved by the HSNC board.

**NOTE:** Security Deposit and Facility Usage Check should be payable to "HSNC" - Hindu Society of NC with current **Date on Usage Amount Check and Event Date (Post Date) on Security Deposit Check**. Memo section of the check should indicate Date and name of Facility requested for the event. Mail check and application to the HSNC 309 Aviation Parkway, Morrisville, NC 27560.

<b>NOTE:</b> HSNC does not allow	taking any of the stuff/pro	operty of HSNC to outsi	ide of HSNC Premises,	such as Chairs,
Tables, Dandiya, Audio System	, Microphones, Fans, Elect	trical Cables, Ladder and	l other such Items. HSN	C Does Not rent

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these Items to anyone to take them outside of HSNC Premises. Any and All HSNC Property needs to remain on HSNC Premises at all the time.

<u>Following are the Type of Events allowed to be hosted in the HSNC premises</u>. Bollywood / Western Music and any kind of Filmy Dancing, DJ, Garba, Bhangra, and loud non-religious related Music etc. is not allowed in Temple Hall. Temple Hall is a place of worship and only Religious events are allowed. **Floor dancing is not allowed except for HSNC Navratri Garba**.

Event Type	Temple Hall	Sai Room	Main Hall/LC
Wedding Anniversary Party	NOT Allowed	NOT Allowed	OK
Birthday & Graduation Party	NOT Allowed	NOT Allowed	OK
Wedding, Baby Shower Ceremony and Memorial Service	<b>Ceremony Only</b>	NOT Allowed	OK
Namkaran (Thread ceremony)	OK	OK	OK
Entertainment Programs Dance/ Music/Drama/ Cultural / Dance Practices	NOT Allowed	NOT Allowed	OK
Educational Classes	NOT Allowed	NOT Allowed	OK
Katha or Religious Functions	OK	OK	OK
Regional / Social / Cultural Events	NOT Allowed	NOT Allowed	OK
Youth Camps / Health Camp / Summer Camps	NOT Allowed	NOT Allowed	OK
Conventions / Exhibitions for educational purpose only	NOT Allowed	NOT Allowed	OK
Fund raising events (HSNC reserves right to charge entry fee in addition to the hall usages for fund raising events)	NOT Allowed	NOT Allowed	OK

**NOTE:** Hosting of any events other than those listed above will required to be approved by HSNC Board. Discretion of the HSNC rental committee will be final to determine the type of event to be hosted in its premises and the usage facility charge for the event. HSNC reserves the right to change facility usage pricing without notice. Code of conduct must be followed while renting HSNC premises. HSNC reserves the right to refuse approval for hosting an event in its premises.

## **Acceptance of HSNC Facility Usage Terms and Conditions:**

Amt.

I / We on behalf of my Group / Organization agree to all HSNC Facility Usage Terms and Conditions and pay the Security Deposit and Total Facility Usage Fees in full at the time of reservation. By my signature I declare that the renter listed below agrees to abide by the HSNC Facility usage contract terms and conditions and Facility Usage Policy in effect at the time of usage, listed on the HSNC website – <a href="https://www.hsnconline.org">www.hsnconline.org</a>

Name.					
Signature of the Rente	r:	Dat	e:		
Signature of the HSNC	:	Da	ate:		_
Detail of Usage Fees/Pay	ment (For USE of HSI	NC Facility rental Com	nmittee ONLY)		
Facility Usage Fees	Audio/Video Fees	Kitchen Use Fees	Cleaning Fees	Other Fees	<b>Total Fees</b>
	Deposit Check				

Check Amount

Check#

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Deposit Check #

**Check Date** 

Entered By...