

HSNC Learning Center Rental Lease Agreement (Contract)

To be Good & To do Good that is the whole of Religion ~ Swami Vivekananda



This lease agreement (Contract) represents an arrangement between The Hindu Society of North Carolina (309 Aviation Parkway, Morrisville, NC 27560) and "Renter" as named below. The following agreements apply to every instance in the future in which Renter uses The Hindu Society of North Carolina space for any purpose. If Renter fails to uphold any of the following agreements, Renter's privileges may be revoked.

Renter: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact _____ Relationship: _____

Phone #1: _____ Phone #2: _____

The Hindu Society of North Carolina Learning Center Liability Statement

In submitting and signing this agreement, I certify I have read, understand and will abide by the facility rules and regulations set forth. Renter hereby agrees to hold The Hindu Society of North Carolina, its officers and employees free and harmless from any loss, damage, liability, cost or expense that may arise during and related in any way by the use and occupancy of said facility, to the extent such loss, damage, liability, cost or expense arise out of negligent acts or omissions of the Renter or its occupants. I, the undersigned, or the company/Organization I represent, will be responsible for any damages sustained to the facility. Any lost equipment or damages sustained to The Hindu Society of North Carolina Learning Center property shall be compensated within seven (7) days.

CONTRACT TERM: _____ CONTRACT START DATE: _____ CONTRACT END DATE : _____

Flex Rooms Rent Schedule

Room No	Day of the Week	From Time	To Time	Hours	Frequency	Total Hours	Monthly Rent
						TOTAL RENT:	

Donation Amount: _____

Signing this agreement assumes full knowledge and acceptance of the Terms & Conditions set forth in this Agreement

Renter / Group Representative Signature Print Name Date: _____

Initial: _____

For The Hindu Society of North Carolina

Board of Director - Signature Board of Director Name Date: _____

President OR Vice President - Signature President OR Vice President Name Date: _____

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HSNC Learning Center Rental Lease Agreement - TERMS & CONDITIONS:

1. Renter agrees that the Flex rooms are rented in clean and good condition, intact and in working order.
2. All Renters have the right to check the premises and make notations as to the conditions of the premises. All Renters are encouraged to do a walk through and inspection of the premises. Failure to do so, the Renter waives the right to any claims for damages which may have existed prior to the Renter's use of the facilities.
3. Renter agrees to leave the facilities in clean condition. All items such as tables, chairs, is put away or restored to original positions according to the HSNC staff. Under no circumstances will HSNC equipment be removed from the facility. The individual or organization granted use of the facilities will be held responsible for any loss or damage to the property caused by such use. A FEE OF EQUAL REPLACEMENT WILL BE CHARGED.
4. Renter should only use assigned room. If there is an evidence during post-event inspection that the ad-joining or other rooms have also been used, an additional full rental charge must be paid immediately
5. FLOORS: No other cleaning solutions except those made available by HSNC will be used on the floors.
6. **ABSOLUTELY NO STAPLES, NAILS, PUSH PINS OR OTHER TYPES OF FASTENERS OR DUCT TAPE WILL BE USED TO HANG DECORATIONS ANYWHERE. NO POSTERS AND FLYERS.**
7. IN THE BUILDING and NO HANGING ANYTHING FROM THE CEILING. NO EXCEPTIONS. Please check with the HSNC staff for types of tape or hangers to be used (only blue painters' tape may be used after approval from Rental Committee.
8. **ABSOLUTELY NO SMOKING, NO ALCOHOL OR NO MEAT** should be consumed IN THE BUILDING. By law this is a Non-Smoking Facility
9. Absolutely No Tables, Chairs and any items on the hallway area of learning Center due to Fire Code restriction. Hallway area needs to remain open at all the time.
10. Renter may bring additional equipment (their own private equipment) to the facility to be used for their event. However, all additional equipment must be described in this agreement; and must be immediately removed when the event is over. HSNC will not be responsible for any lost & found and left over equipment's from events
11. If your event is a private party (not open to the public) the following shall be adhered to:
 - A. Any law enforcement official shall have the right to enter the premises at any time during the event.
 - B. Any law enforcement official shall have the authority to close the facility and declare the event closed; if in their opinion conditions warrant such action.
12. **DEPOSITS:** A separate payment in the form of a personal check, money order is required for all deposits. No deposit shall be returned until the facilities have been inspected by a HSNC staff member. Deposits will be returned within 30 days after that inspection.
13. **RENTAL PAYMENT:** A separate payment in the form of a personal check or money order is required for the rental of the facility. If your event is cancelled, please notify HSNC Rental Committee (rental@hsnconline.org) immediately so the facility may be available to others.
14. The Hindu Society of North Carolina Learning Center is not liable for any injury or lost/stolen property.
15. No smoking, burning incense or open flames anywhere in the building.
16. Renters may never leave any equipment, costumes, props or personal belongings anywhere on the premises.
17. Renters agree not to inform any unauthorized person/s of the building alarm code.
18. Renters assume responsibility for the security of the space during each rental period.
19. For any urgent issue that might compromise the structure of safety of the building, please call (House Manager)
20. For accidents, health crises, criminal activities or fires call 911.
21. The main door must remain closed during rented hours.
22. Renters are not to use any non-rented space including Main Cultural Hall, Green Room and Kitchen.
23. HSNC office & office equipment is off limits to all renters when a HSNC administrator is not present.
24. Renters are responsible for replacing any broken or damaged property caused by renter and/or renter's party.
25. Modification. This Agreement may be modified only by a written agreement signed by both parties.

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26. Subletting and Assignment. Renter will not assign this Agreement or sublet any part of the Premises.
27. Shared Facilities. Renter knows that the building may be occupied by others during the Term of this lease, including, but not limited to activities of Destiny Arts Center.
28. Shared Facilities. Renter knows that the building may be occupied by others during the Term of this lease, including, but not limited to activities of Destiny Arts Center.
29. **Injuries, Losses, and Damages.** It is covenanted and agreed that Renter/Customer shall be responsible for any and all loss of or disappearance of equipment, injuries, and damage to the HSNC fixtures, furnishings, or grounds arising out of use by the Rented/Customer. Renter/Customer shall be responsible for any and all such injuries and damages and losses.

30. INSURANCE

Minimum Limits of Coverage. Renter shall purchase, at its own expense, insurance coverage to satisfy the following minimum requirements to protect the HSNC and the public:

- A. Workers' Compensation Insurance – Limits of no less than \$1,000,000 per occurrence. Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the HSNC of Raleigh's Risk Manager. Commercial General Liability - Combined single limits of no less than \$1,000,000 per occurrence with an aggregate limit of no less than \$2,000,000. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.
- B. Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit if Renter's vehicles are brought on a HSNC of Raleigh site
- C. Certificate of Insurance. A certificate of insurance shall be provided to the HSNC no less than thirty (30) days prior to the commencement of the event that shows compliance with the insurance provisions above. All insurance companies must be "A rated", licensed in North Carolina and be acceptable to the HSNC of Raleigh's Risk Manager. Renter must provide the HSNC no less than thirty (30) days' notice of cancellation or any material change, to any insurance coverage required by this Agreement.
- D. HSNC to be an Additional Insured. The Hindu Society of North Carolina, as its interests may appear, must be named as an additional insured to the policies listed above, other than for Workers' Compensation, which must be endorsed onto the policy and evidenced by providing HSNC with a certificate of insurance indicating the same and a copy of the relevant policy endorsement

31. INDEMNIFICATION

Renter to Indemnify HSNC. Except to the extent caused by the sole negligence or willful misconduct of the HSNC, the Renter shall indemnify and hold and save the HSNC, its officers, agents, employees, and elected officials, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Renter in its use of the Facilities. This representation and warranty shall survive the termination or expiration of this Agreement.

32. DISPUTE RESOLUTION, DAMAGE TO HSNC LC, AND TERMINATION

- A. Incompatible Uses of HSNC LC. The HSNC may terminate this Agreement without penalty and may retain any deposits received if, in the sole discretion of the HSNC, Renter modifies the nature of their use of the Facilities after the execution of this document to a use that will be either (a) incompatible with other actual or proposed uses of the HSNC LC during the period of time for Renter's use established in this Agreement; or (b) materially different than what has been indicated by Renter in this Agreement
- B. Breach and Possession of Premises. It is agreed that without prejudice to any other rights and remedies that may be available to the HSNC in the event of the breach by Renter of one or more of the provisions of the Agreement or any misrepresentations in obtaining said Agreement, the HSNC may, without penalty, refuse to allow the Renter to commence use of the Facilities, or if Renter has already commenced such use, may, without penalty, terminate the Renter's license rights to the Facilities. If the HSNC terminates Renter's license rights under this section, Renter shall not be entitled to any refund of amounts paid to the HSNC and Renter shall remain responsible for all amounts owed to the HSNC for services performed by the HSNC in accordance with Renter's use of the Facilities per this Agreement
- C. No Use in Conflict with Law. The HSNC may terminate any or all of this Agreement, without penalty, if the use of the Facilities shall in any way conflict with or cause the HSNC to be in violation of any federal, state or local laws, or any rules or regulations of the HSNC LC.
- D. Governing Law and Venue. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- E. Attorney's Fees. In case suit or action is instituted by the HSNC to enforce compliance with this Agreement, the Renter, in addition to any damages, shall be responsible and agrees to pay reasonable attorneys' fees, costs and expenses of bringing such suit or action.
- F. Limitation of HSNC Liability. Under no circumstances shall the HSNC be liable to Renter for special, incidental, or consequential damages. Any liability of the HSNC shall be limited to the amounts paid to the HSNC by Renter for the use of the Facilities pursuant to this Agreement

33. FORCE MAJEURE

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- Force Majeure. If either (i) the Facilities are damaged through no fault or negligence of Renter so that all practical use of the Facilities by Renter is prevented; or (ii) all practical use of the Facilities by Renter is prevented by strikes against the HSNC (but not strikes against Renter, against any person admitted to the Facilities by Renter, or against and third-party), or by Acts of God, national emergency, riots, governmental directive to HSNC, or default of a prior Renter of HSNC, then either party may cancel this Agreement upon delivery of prompt written notice to the other. If such cancellation occurs prior to the beginning of the event, HSNC shall refund all fees and charges (including deposits) already paid by the Renter to the HSNC, with such refund being Renter's sole remedy against the HSNC for said cancellation or denial of use. If such cancellation occurs after the beginning of the event, the fees and charges paid by Renter shall be refunded proportionately based upon the square footage no longer available to Renter and the amount of time Renter would have used such square footage as compared with the total square footage and time periods originally allocated to Renter, with such refund being Renter's sole remedy against the HSNC for said cancellation or denial of use. The HSNC shall not be responsible for any other damages, including special, incidental, or consequential damages, for failure to provide the Facilities to Renter because of a cancellation or denial of use for the reasons specified in this Section.

HSNC LEARNING CENTER – INFO and Guidelines

The Space

The Hindu Society of North Carolina Learning Center is an 8,500 sq. ft. Flex Rooms Facility located at 309 Aviation Parkway, Morrisville, NC 27560. With 10 large flex rooms totaling approximately 600 square feet each, this newly constructed space features brand Flex Rooms with state of the art AV facilities, integrated sound, central air, restrooms. High ceilings, skylights and windows create a well-lit airy space for rehearsals, events, workshops, and more.

Rentals

The Hindu Society of North Carolina is interested in developing long-term partnerships with companies and nonprofit organizations to support utilization of these rooms for educational, art and music dance classes, workshops, meeting rooms, program space and event needs.

Hours of Operations: 7am - 10pm

Rental Rates: Please refer to HSNC Learning Center Rental CHART below.

HSNC Learning Center Rental Charges											
Subject to Change following Implementation and Review											
Weekday - Mon-Thu All Day and Friday (8am-4pm) Rental Charges / For 1 Room					Weekend (Sunday 8am-4pm) Rental Charges / For 1 Room						
Full Day (12 hr)	Half Day (6 hrs)	4 Hour Rental		Minimum 2 Hour Rent	Full Day (12 hr)	Half Day (6 hrs)	4 Hour Rental		Minimum 2 Hour Rent		
\$240.00	\$120.00	\$80.00		\$40.00	\$600.00	\$300.00	\$200.00		\$100.00		
Long Term Contracts - Weekdays Mon-Thu All Day and Friday 8am-4pm		6 Months Contract	Yearly Contract	2+ Years Contract	Long Term Contracts - Sunday (8 am - 4 pm)		6 Months Contract	Yearly Contract	2+ Years Contract		
Rental Discount		10%	15%	20%	Rental Discount		10%	15%	20%		
Regular per Month Rate		Discounted per Month Rate			Regular per Month Rate		Discounted per Month Rate				
Full day (12 hr x 4 days)	\$960	\$864	\$816	\$768	Full Day (12 hr x 4 days)	\$2,400	\$2,160	\$2,040	\$1,920		
Half Day Rent (6 hr x 4 days)	\$480	\$432	\$408	\$384	Half Day Rent (6 hr x 4 days)	\$1,200	\$1,080	\$1,020	\$960		
4 Hour Rental (4 hr x 4 days)	\$320	\$288	\$272	\$256	4 Hour Rental (4 hr x 4 days)	\$800	\$720	\$680	\$640		
3 hour Rental (3 hr x 4 days)	\$240	\$216	\$204	\$192	3 hour Rental (3 hr x 4 days)	\$600	\$540	\$510	\$480		
2 Hour Rental (2 hr x 4 days)	\$160	\$144	\$136	\$128	2 Hour Rental (2 hr x 4 days)	\$400	\$360	\$340	\$320		
HSNC Groups & Donors Discounts		Monthly - Up to 2 Rooms - Yearly Commitment			Weekend - Friday/Sun 4-10pm and Saturday All Day - Rental Charges / For 1 Room						
Usage	One time Donation	\$75K	\$50K	\$25K	Full Day (12 hr)	Half Day (6 hrs)	4 Hour Rental		Minimum 2 Hour Rent		
Weekend	Once per month	25%	20%	10%	\$420.00	\$210.00	\$140.00		\$70.00		
Weekend	Once per week	20%	15%	10%	Long Term Contracts - Friday/Sunday(4-10 pm) Saturday All Day		6 Months Contract	Yearly Contract	2+ Years Contract		
Weekdays	Daily	25%	20%	15%	Rental Discount		10%	15%	20%		
All Rentals for Learning Center Rooms are Subject to Terms & Conditions listed. For Rental inquiries, send e-mail to Rental@hsnconline.org		Regular per Month Rate			Discounted per Month Rate						
		Full Day (12 hr x 4 days)	\$1,680	\$1,512	\$1,428	\$1,344	Full Day (12 hr x 4 days)	\$1,680	\$1,512	\$1,428	\$1,344
		Half Day Rent (6 hr x 4 days)	\$840	\$756	\$714	\$672	Half Day Rent (6 hr x 4 days)	\$840	\$756	\$714	\$672
		4 Hour Rental (4 hr x 4 days)	\$560	\$504	\$476	\$448	4 Hour Rental (4 hr x 4 days)	\$560	\$504	\$476	\$448
		3 hour Rental (3 hr x 4 days)	\$420	\$378	\$357	\$336	3 hour Rental (3 hr x 4 days)	\$420	\$378	\$357	\$336
		2 Hour Rental (2 hr x 4 days)	\$280	\$252	\$238	\$224	2 Hour Rental (2 hr x 4 days)	\$280	\$252	\$238	\$224

Available Spaces

Flex Rooms 10 x Flex Rooms admeasuring approx. 600 sqft
 Seats up to 25+ , 5 Folding tables, 20 chairs
 Center 8,500 sft space for events, receptions, etc.
 Venue Capacity HSNC Based on Town of Morrisville fire code

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Space Usage

Permitted Uses as follows...

1. Religious Education Classes
2. Language Classes
3. Om Squad / Youth / Kids Events / Cultural
4. Senior Center Meet Up and Group Activities
5. Bhajans & Satsangs
6. Private Rentals, such as follows.....
 - a. Yoga and Meditation Classes
 - b. Dance Studio, Theatre and Music Classes
 - c. Educational Classes – SAT – ACT, Religious etc.
 - d. Robotics and Science Education Classes
 - e. Self Defense and Martial Arts Classes

Disciplines:- Restrictions of Use

No Smoking, No Meat or No Alcohol can be consumed OR Sold within HSNc premises, hard soled shoes, tap shoes, spiked heels, sharp edged props OR chairs without felt covering to protect the new floors, No glitter, confetti OR paint, No food/drink without prior consent. No posters and flyers, No tapes and thumb nails OR any kind of nails on walls are allowed.

Booking Policies:-

How to Book Contact rental@hsnconline.org to request a Rental Lease Agreement

Payment

Long Term Rentals: 3 Months' Rent due at signing of Lease Agreement.
Daily Rentals: 100% Rental fees due at signing of contract.

Deposits:

Long Term Rentals: 3 Months' Rent due at signing of Lease Agreement.
Daily Rentals: \$200 cleaning/damage deposit due 2 weeks prior to occupancy.
Deposit will be returned at the end of contract upon fulfilling contract terms & requirements.

Payment Due:

Long Term Rentals: Deposit + First 3 months' Rent due at contract, prior to occupancy. After initial deposit and first rent, amount due needs to be paid every quarter (Jan, April, July< Oct) by 5th day. Invoiced at date of contract. Must be paid in full at Signing of Rental Contract.

Cancellation Policy **Long Term Rentals:** 3 Months' notice required for cancellation of Long Term rentals
Lease breakage – 3 months Deposit will be forfeited.

Daily Rentals: Cancellations made within 4 weeks of scheduled event date will receive a full refund. No refunds for cancellations made within 4 weeks of scheduled event date.

Allows Last Minute

Reservations	Depends on availability
Booking Requirements	Deposit, Lease Agreement, Proof of Liability Insurance
Personnel Available at Time of Event	Call for additional rental personnel
Payment Types	Check

Features

Space Dimensions	8500 sq.ft.
Space Features	Air-conditioned, Heated, Projector, Audio system in each room
Technology	Wi-Fi (Limited Access)
Flooring	Vinyl floors
Seating Capacity	5 Tables + 20 chairs available
Seating Arrangement	Flexible seating

Equipment

Lighting	LED Lights
Furniture	Folding Tables / Chairs Available
Audio	Integrated sound system in each classroom
Seating Arrangement	Stackable chairs
Video Equipment	Projector and Remote Controlled drop down screens (after dark only due to abundant skylights).

Other

Parking	Parking Lot
Accessibility	Wheelchair ramp, entrance
Miscellaneous	*** Refer to HSNc Policy Depends on availability

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