



Houston Durga Bari Society



13944 Schiller Rd, Houston, TX 77082-4704, USA

<http://www.durgabari.org>

EIN: 76-0508370 (IRS tax-exempt u/s 501(C)(3))

SUR AUDITORIUM, AUDITORIUM LOBBY & KALABHAVAN

RENTAL AGREEMENT

At least two (2) weeks before the event the customer must pay the entire due of the total rent to use the facility. HDBS reserve the right to cancel the reservation if not paid in full and the renters will lose all the deposits as well as security deposit.

Agreement Dated: _____ day of _____, 20

This agreement dated _____ is made between Houston Durga Bari Society (here and after referred to as HDBS) with its premises located at 13944 Schiller Road, Houston, TX 77082 and the prospective renter, whose name, address, phone number etc. are shown below (here and after referred to as the customer)

Name: _____

HDBS Member: Yes

No:

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

HDBS will rent the:

Sur Auditorium

(Front lobby included, Max Occupancy 450)

Kalabhavan

(First Floor only, Max Occupancy 150)

And the following items

Number of round tables: _____ Number of rectangular tables: _____

Number of chairs: _____

To the customer for use between the hours of _____ and _____ on per the rent structure, security deposit structure (see pages 2 & 5) and subject to the following terms and conditions.



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Puja & Ritual activities: Renter agrees to use HDBS Resident Priest for any religious events performed during the rent. HDBS will allow an external priest of renter's choice to perform religious rites within the temple premises only when (a) the services requested is outside those of the core services offered by Durga Bari, which is any puja or ritual following the Bengali Hindu sacrament and tradition, and (b) the rental committee (on behalf of the EB) decides it is not in a position to procure an external priest for the service requested. Use of an external priest must be authorized by rental committee before signing the contract. Renters are advised to get the approval from the authority beforehand if they believe that they will do some kind of religious rites or rituals during the rental period. **HDBS authority reserve the rights to cancel or stop the activities at any point of the rental agreement including the ongoing actual performances if found violating the above clause.**

Ordinances & Statutes: The customer shall comply with all statues, ordinances and all requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use there of by the customer.

Indemnification: The customer agrees to indemnify and hold harmless HDBS and all its officers, members, volunteers and workers (during the rental period) from any fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected directly or indirectly with the renting of the property.

Security Deposit and Additional Terms: The customers agree that in case of any breach terms and conditions of this agreement, he will forfeit the security deposit. In addition, he will pay all the rentals as agreed upon. The customer assumes all the risks of loss, theft, damage or destruction (partial or full) of all HDBS property (caused by customer) upon execution of this agreement. **The customer will also forfeit the security deposit in case of his failure to notify HDBS in writing of his intention of cancellation two weeks prior to the agreement**

Care and Maintenance: The customer has the right to inspect the premises before renting. The customer acknowledges that the premises are in good order, unless otherwise indicated herein. At the termination of the agreement, the customer shall surrender the premises in as good a condition as received. If not, the customer shall be responsible for recovery and repairs required.

Sound System: The customers have the option of renting HDBS sound system of the auditorium as per the rent structure. d

Cooking: No cooking is allowed within the HDBS premises. All sorts of open flame fires are prohibited in HDBS property (except using safe heat fuel lamp to keep the food warm). Renters are not allowed to use any sorts of activities which are related to fire hazards or produce smoke inside the auditorium or Kala Bhavan or within ten (10) feet from the exterior walls of HDBS buildings.

Parking: Parking is only allowed on designated parking area and which is a common space for temple, auditorium and Kala Bhavan users. Parking on grass is not allowed and **customer will lose the security deposit in case of failure.**

Security personnel: In case alcoholic beverage is to be served, the customer will be responsible to pay for 2 (two) security officers to be provided by a Security Company, approved by the City of Houston Police Department at \$30.00 per hour per security officer for initial 200 people or less and then additional 2 (two) officer for each 100 people or less. Minimum duration of events serving alcoholic

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HDBS RENTAL AGREEMENT CONTD.

Renter's Initial: _____



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beverages shall be five (5) hours because security officers cannot be hired for less than five hours. Under the above-mentioned condition, alcohol consumption is only allowed **within the Auditorium or Kala Bhavan building** based on rental type. No alcohol consumption is allowed outside the rental area especially in parking lot and walk way. **Customer will lose all the security deposit in case of serving alcohol without security personnel.**

Liquidated Damages: The customer agrees that upon expiry of the agreement, HDBS is entitled to recover immediately as liquidated damages all unpaid rent and all (if any) associated attorney's fees.

Attorney's Fees: In case suit should be brought for recovery of the damage to any HDBS property or any sum due hereunder, or because of an act which may arise out of the possession of the HDBS property (Auditorium, Kala Bhavan or both), by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

Denial / Cancellation: HDBS reserves the right to deny any request for reservation or cancel the same within two weeks.

HDBS Constitution / By-laws: HDBS reserves the right to bring a lawsuit against any customer whose actions may be in violation to HDBS constitution/by-laws etc. **Waiver:** Failure of HDBS to enforce any term hereof shall not be deemed to be waiver.

Notices: Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to the customer or HDBS at the address first written, or at such other places as may be designated by the parties from time to time.

Rate Changes: Administrative charges and site/facility fees are subject to change at any time. HDBS will honor the terms and rates at the time of signing of the contract of any existing reservation. However, if any amendment is made after the rate change has taken place, the new rates will apply to the new/amended reservation.

Restrictions:

- The rental agreement applies to rental of the Auditorium or Kala Bhavan (First Floor only) facilities as applicable in this Agreement. The adjacent parking lots shall be used for parking only. Public display or parties outside the rented facility/facilities are not permitted.
- HDBS facility can only be rented during the hours of 10:00 AM to 12:00 PM (midnight). No exceptions.
- HDBS Kitchen cannot be rented due to associated liability issues.
- Rooms inside Auditorium, Kala Bhavan or Lobby are not for rent.
- Overnight stay within the HDBS property is not permitted due to liability issues.
- HDBS Kala Bhavan cannot be rented during Sunday from 10:00 AM to 3:00 PM.

Thermostats in the Auditorium, Auditorium Lobby and Kala Bhavan shall be set at 75° F.. The customer and/ or any of his/her guests shall not touch the thermostats.

- At the time of signing this agreement, the customer shall pay the total security deposit by check payable to HDBS.



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- At the time of signing this agreement, the customer shall pay fifty percent of the full amount of the total rent by a check (security check and advance payment check cannot be combined) payable to HDBS.
- Two (2) weeks before the event the customer shall pay the remaining fifty percent of the total rent.

ITEM	MEMBER OR NON PROFIT ORG (8 HRS)	NON-MEMBERS (8 HRS)
Rent: Auditorium with Lobby	\$950.00	\$1100.00
Rent: Kalabhavan	\$500.00	\$650.00
Rent: Auditorium & Kalabhavan	\$1,200.00	\$1,500.00
Rent Auditorium only Monday – Thursday or Sunday after 4 PM - 4 hours only (Non-ticketed events)	\$500.00	N/A
Projector System-Auditorium Only	\$125.00	\$125.00
Sound System – Auditorium Only	\$125.00	\$125.00
Projector & Sound	\$200.00	\$200.00
Decoration Package	\$100.00	\$100.00
Rehearsal Rate	\$50/hour	\$75/hour
Hourly Security Officer	\$35.00	\$35.00
Cleaning Fee	\$250.00	\$250.00
TOTAL RENTAL FEE		

* Rental will be pro-rated at an hourly rate for each extra hour in addition to the above rate but must be finished by 11:59 pm. If the rental period continued after 11:59 pm, it will be considered a violation of the rental agreement and renters must pay \$250 for each additional hour and will lose the whole security deposit as well.

** Must be a continuous member for last 2 calendar years to get the members rate.



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Check No. _____ dated _____	For Total Rent \$ _____
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Security deposit for the rental period (please pay in separate check): \$500.00

Check No. _____ dated _____	For Total Security Deposit \$ _____
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Cancellation Policy: If canceled before 45 days from the date of rental to get renter will get full refund of advance deposit money, less \$25.00 service fee. Cancellation between 45 and 30 days before the date of rental, renter will lose 50% of the advance deposit money and 75% if cancelled between 30 and 15 days before the date of rental. If cancelled in less than 15 days' notice or no show or failed to cancel the event in written communication, renters will lose all the advance deposit money.

HDBS REPRESENTATIVE	CUSTOMER OR CUSTOMER'S REPRESENTATIVE
Name: _____ (please print)	Name: _____ (please print)
Signature: _____	Signature: _____
Date: _____	Date: _____



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