



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 AND KALA BHAVAN RENTAL AGREEMENT

Date: _____

At least two (2) weeks before the event the Renter must pay the entire amount due for the total rent to use the facility. HDBS reserves the right to cancel the reservation if not paid in full by then and the Renter will lose all the deposits as well as security deposit.

This Rental 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 **Renter**)

Name: _____

HDBS Member: Yes No:

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Event Date: _____

HDBS will rent the:

Sur Auditorium (Includes front lobby, maximum occupancy 450)

Kala Bhavan (1st floor only, excludes 2nd floor, maximum occupancy 150)

This Rental Agreement allows Renter to use the agreed facilities between the hours of ___ am/pm_ and ___ am/pm_ on date _____ as per the rent structure, security deposit and advance payment structure as detailed in this Rental Agreement and subject to the following terms and conditions. HDBS facility can only be rented during the hours of 10:00AM to 12:00 midnight. No exceptions are allowed.

Renter's Initial: _____



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Puja & Ritual activities: Renter agrees to use HDBS Resident Priest for any religious events performed during the event. Resident priest charges are not included in the Agreement and additional information can be provided if such services are requested. 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 HDBS, which is any puja or ritual following the Bengali Hindu sacrament and tradition, and (b) HDBS decides it is not in a position to arrange an external priest for the service requested. Use of an external priest must be authorized by HDBS before signing this Agreement. Renter is required to inform and get prior approval from HDBS beforehand if they believe that they will do any religious rites or rituals during the rental period. **HDBS reserves the rights to cancel or stop the activities at any point of the Rental Agreement including the ongoing performances, if found violating the above clause.**

Ordinances & Statutes: The Renter shall comply with all statutes, ordinances and all requirements of 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 Renter.

Indemnification: The Renter 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 (physical or psychological) or loss of life, 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 Renter agrees that in case of any breach of the terms and conditions of this Agreement, they will forfeit the security deposit. In addition, the Renter is required to pay all the rentals as agreed upon. The Renter is responsible for loss, theft, damage or destruction (partial or full) of all HDBS property (caused by Renter) upon execution of this Agreement.

Care and Maintenance: The Renter has the right to inspect the premises before renting. The Renter acknowledges that the premises are in good order, unless otherwise indicated in writing herein. At the termination of the Agreement, the Renter shall surrender the premises, facilities and equipment in as good a condition as received. Decorations using scotch tapes, staples and nails are NOT allowed in any walls or on the Stage. All the decorations put up by the Renter shall be removed soon after the event is over. Renter shall be responsible for recovery and repairs required due to damages to the property, furniture, facilities, wall paintings, etc.

Sound System: Renter is allowed to bring in their own sound system and operator for the event subject to the condition that HDBS will not be liable for any equipment damage or theft. Also, HDBS facility (sound system, electrical receptacles, cable conduits, etc) shall be left in conditions as it was received prior to the event.



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Cooking: No cooking is allowed within the HDDBS premises. **All open flames or fires are prohibited within HDDBS property** (except using safe heat fuel lamp to keep the food warm). Renter is not allowed to use any type of activities that are related to fire hazards or produce smoke inside the Sur Auditorium or inside the Kala Bhavan or within ten (10) feet from the exterior walls of HDDBS buildings.

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

Security Personnel: In case alcoholic beverage is to be served, the Renter will be responsible to arrange, and bear the expenses, for required security officers to be provided by a Security Company approved by the City of Houston Police Department (HPD). Generally (Renter to verify current Regulations) two (2) security officers are required for 200 or less attendees, and then additional 2 (two) security officers for additional each 100 or less attendees. Renter will submit proof of security arrangement to HDDBS prior to event, in absence of which HDDBS reserves the right to cancel the reservation and the Renter will lose all the deposits as well as the Security deposit. Under the above mentioned condition, alcohol consumption is allowed **only within the Sur Auditorium or Kala Bhavan building** based on rental booking. No alcohol consumption is allowed outside the rental area especially in parking lot and walkways. **In case of serving alcohol without stipulated security officers, Renter will lose all the deposits and remains liable for any related penalties or fees imposed by the HPD/Authorities arising from the violation.**

Liquidated Damages: The Renter agrees that upon expiry of this Agreement, HDDBS is entitled to recover immediately any liquidated damages, any unpaid amounts and all (if any) associated attorney's fees as required.

Attorney's Fees: In case a lawsuit should be brought for recovery of the damage to any HDDBS property or any sum due hereunder, or because of an act which may arise out of the possession of the HDDBS property (Sur 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: HDDBS reserves the right to deny any request for reservation or cancel the same within two weeks of reservation. Security deposit and any paid deposits shall be refunded in that case.

HDDBS Constitution/By-laws: HDDBS reserves the right to bring a lawsuit against the Renter whose actions may be in violation to HDDBS constitution/by-laws.

Waiver: Failure of HDDBS to enforce any term hereof shall not be deemed to be waiver.



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Notices: Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to the Renter or HDBS at the address at stated in this Agreement. Alternately, communications using HDBS email (rental@durgabari.org) and Renters email (as stated in this Agreement) shall also be acceptable..

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 this Agreement for 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 Sur Auditorium or Kala Bhavan facilities as stated in this Agreement. Area outside of rented space (Sur Auditorium or Kala Bhavan) shall not be used. The adjacent parking lots shall be used for parking only. Public display or events outside the rented facility/facilities are not permitted.
- Vendors or commercial establishments are not allowed without prior written approval from HDBS. This Rental facility shall not be used for commercial (for-profit) purpose.
- HDBS Kitchen cannot be rented due to associated liability reasons.
- Rooms inside Auditorium Lobby area and Kala Bhavan are not for rent, unless otherwise specifically agreed with HDBS and documented in this Agreement.
- Overnight stay within the HDBS property is not permitted due to liability reasons.
- HDBS Kala Bhavan cannot be rented during Sunday from 10:00 AM to 3:00 PM.
- Thermostats in the Sur Auditorium, Sur Auditorium Lobby and Kala Bhavan shall be set at 75°F. The Renter and/or guests shall not adjust the thermostats.
- **At the time of signing this Agreement, the Renter shall pay the security deposit as stated below in full by check payable to HDBS. Payment via Zelle or Credit Card is also acceptable.**
- **At the time of signing this Agreement, the Renter shall pay fifty (50) percent of the total rent by check towards advance payment payable to HDBS. Security deposit check and advance payment check shall be separate checks and will not be combined. Payment via Zelle or Credit Card is also acceptable.**
- **Renter shall pay the remaining fifty (50) percent of the total rent at least two (2) weeks before the event.**



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Rent Structure:

INCLUDED (Y/N)	ITEM	MEMBER/NON PROFIT ORG (8 HRS) **	NON-MEMBERS (8 HRS)	COST (\$)
	Sur Auditorium with Lobby	\$1250	\$1500	
	Kala Bhavan	\$600	\$750	
	Auditorium and Kala Bhavan	\$1650	\$2000	
	Sur Auditorium (4 hours max) for Monday – Friday or Sunday after 4 PM (Non-ticketed events)	\$500 (4 hours)	\$600 (4 hours)	
	Round Tables OR Rectangular Tables	Included	Included	-
	Table Linen and Center Piece	\$200	\$200	
	Chairs	Included	Included	-
	Projector System (Sur Auditorium)	\$125	\$125	
	Rehearsal Booking for __hours	\$50/hour	\$75/hour	
	Cleaning Fee per facility (Sur Auditorium or Kala Bhavan)	\$250	\$250	
	Cleaning Fee beyond standard 8 hours, for __hours	\$75/hour	\$100/hour	
	Paid Help/Waiter/Caretaker, for hours (check with HDBS)	\$___/hour	\$___/hour	
	TOTAL RENTAL EXPENSES			

Note:

- Rental will be pro-rated at an hourly rate for each extra hour in addition to the above rate but must end by 11:59 pm. If the rental period continued after 11:59 pm, it will be considered a violation of the Rental Agreement and **Renter must pay \$250 for each additional hour and will also lose the entire security deposit**
- Renter must be a continuous member for the last 2 calendar years (including the year of rental) to avail the ‘member’ rate. In case of availing non-profit organization rates, proper documentation needs to be submitted as proof of non-profit organization status.**
- In case the rental includes booking for rehearsal hours as well, **liability clauses as stipulated in this Rental Agreement shall be applicable during the rehearsal duration as well.**
- Include any additional notes here:



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Payment for the Advance for the rental period (payment needs to be separate from Security Deposit): 50% of total rental expense as above

Check/Zelle/Credit Card details: _____ dated _____	Advance Rent \$ _____
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Payment for the Security deposit for the rental period (payment needs to be separate from Advance above): \$500.00

Check//Zelle/Credit Card details: _____ dated _____	Security Deposit \$ _____
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Security deposit is refunded after the event is over and subject to deduction of any penalties as mentioned in this Rental Agreement.

Cancellation Policy: If reservation is canceled before 45 days from the date of event the Renter will get refund of advance deposit money, less \$25.00 service fee. Cancellation between 45 and 30 days before the date of event, the Renter will lose 50% of the advance deposit money and 75% if cancelled between 30 and 15 days before the date of event. If cancelled in less than 15 days' notice from the date of event or 'no show' or failed to cancel the event in written communication, the Renter will lose all the advance deposit money. The security deposit money will not be refunded in any of the above cancellations.

HDBS REPRESENTATIVE	RENTER (OR REPRESENTATIVE)
Name: _____ (please print)	Name: _____ (please print)
Signature: _____	Signature: _____
Date: _____	Date: _____
Cell No: _____	Cell No: _____