



HINDU TEMPLE OF FLORIDA

EVENT HALL RENTAL AGREEMENT

This agreement is entered into as of _____, 20__, between _____(Address): _____. ("Renter") and the Hindu Temple of Florida (HTFL). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement ("Agreement").

WHEREAS HTFL is the owner and operator of the Hindu Temple of Florida and the renter desires to use the premises located within the Temple as described herein.

NOW, THEREFORE, in, consideration of the mutual agreements contained herein, the Parties. agree as follows:

1. PURPOSE AND DATES/TIMES OF PERMITTED USE

Purpose: The renter shall have access to the Temple Hall and shall use the Premises licensed for the purpose of Hindu or Indian Religious, Cultural, or Educational activities only and for no other purpose whatsoever without the prior written consent of the President of the HTFL or Designee (the "Administrator or Manager").

Permitted Use: The renter is authorized, pursuant to the License, to use the Temple Hall to hold the Event and for no other purpose, unless HTFL gives the Renter prior authorization for additional permitted uses. The renter may not use the premises in any manner that may render the insurance of the HTFL, or upon any HTFL property, void, or which may result in increased insurance premiums for HTFL with respect to the Hall or any other HTFL property.

2. RENTAL TERM: HTFL, hereby grants the Renter a license to use The Hindu Temple of Florida HALL for _____ ("Event") to be held on _____, 20__.

Access to the Hall will commence at _____ on the date of the Event and will end at _____. Set-up and tear-down must occur during this defined period. If tear-down and removal of non-HTFL equipment are not completed by the end of the Access Period, the Renter will be responsible for additional rental time (see Miscellaneous Fee section for details).

Normal event contract is for 5 hours of use unless otherwise specified herein. 4-hour set-up is allowed between 10am 5pm the day prior to the Event, provided no other event is scheduled (in that case the 4-hour set-up period will be allowed immediately prior to the Event. After the Event 1 hour is allotted for clean-up. There will be an additional fee of \$200.00 per hour more than the contract hours.

3. FEES. A minimum of \$300 is required to secure the Event date. 50% of the Total Revenue Price should also be paid 60 days after contract execution. Full payment of the total Rental Price is due 30 days before the event date ("Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date HTFL shall have the right to revoke the License and keep the full amount of the Full Contract Price.

A Security Deposit of \$500.00 must be paid to HTFL 60 days before the Event date. Security Deposits will be returned to the Renter within 30 days after the Event subject to the Agreement rules being adhered to. If property damage occurs during the Event, repairs, and services incurred or to be incurred by the HTFL will be deducted from the Security Deposit and the remainder will be returned to the Renter. In the event of a cancellation made by the Renter, Security Deposit will NOT be refunded. If cancellation is made by the HTFL due to unforeseen events of Acts of God, the full Security Deposit will be refunded to the Renter.

SEE EXHIBIT B FOR RENTAL CHARGES

4. ADDITIONAL SERVICES

Ceremony. There is no ceremony fee. However, due to re-setting from ceremony to reception, there will be a \$1.00 per chair "Transfer Fee" with a minimum of \$100.00 and a maximum of \$200.00.

Other services may be provided at additional cost at prevailing rates.

5. CANCELLATIONS. If Cancellation is within 7 days after execution of this agreement, Renter is entitled to a 50% refund. The deposit becomes non-refundable after 7 days.

6. RIGHT OF ENTRY. HTFL shall have the right to enter the event hall for any emergency that may threaten damage to HTFL property or injury to any person in or near the Temple. HTFL reserves the right for its employees to be present, however.

7. INSURANCE. Renter's caterers shall carry liability insurance of at least \$1 million.

8. SET-UP/TEAR-DOWN OF EVENT HALL

- a. Renter is responsible for tear-down the Event. The renter may be responsible for an excessive cleaning fee.
- b. Renter must remove all non-HTFL items from the Event Hall during the Access Period; this includes items brought by Renter's vendors and guests. If all items are not removed, the Renter will be responsible for Additional Event Time and Pick-up/Delivery Fees for each day these items remain on the property.

9. PAYMENT SCHEDULE. Renter must adhere to the Payment Schedule for the Event.

10. SOUND, AUDIO AND VIDEO. Environmental Protection Agency (EPA) regulations for sound levels must be observed or HTFL may shut down the music. No outside DJ or sound system is allowed – The renter shall utilize only those services provided by HTFL.

11. KITCHEN. Cooking is not permitted in the kitchen – only food warming and preparation is permitted. The kitchen must be left clean at the end of a function and all garbage must be deposited on the dumpster after use. Violation of this rule may cause loss of the se Security Deposit.

12. COMPLIANCE WITH LAWS. Renter shall obtain and maintain all necessary permits, licenses, or other forms of permission necessary to use the Premises according to the permitted use set forth in this agreement. Renter shall use the Premises in any manner that would violate local state, or federal laws or regulations.

13. NATURAL DISASTER/SEVERE INCLEMENT WEATHER

In the event of severely inclement weather, power outages, or acts of God that render HTFL to be unsuitable for the Event (as determined by the HTFL), the Renter shall have the option of choosing an alternate date to hold the Event at no extra charge to the Renter – all rights, duties, obligations, and responsibilities set forth in this agreement shall continue to apply. If the Renter and HTFL cannot agree on an alternate date within 30 days of the original Event Date, then HTFL shall refund to the Renter the full amount of the Contact fee including the Full deposit. In not even shall HTFL be responsible to the Renter for any damages of any nature whatsoever, beyond the return of the contract fee and deposit. HTFL encourages Renters to purchase event insurance to offset this risk.

14. LATE AND REJECTED PAYMENT FEES

- a. Late Payments: The renter will be charged a late fee for overdue invoices. If the Rental Fee is not paid in full at least ten (10) business days prior to the Event, HTFL reserves the right to cancel the Event without refund.
- b. Returned Check/Declined Credit Card: If any check is returned by the financial institution, or a credit card is declined, the Renter must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for a Rejected Payment Fee

15. PHOTOGRAPHS

- a. Photos taken by Photographers/Guests - HTFL encourages Renter/Renter vendors and Renter guests to take photos during the Event.
- b. Photos taken by HTFL Staff - HTFL staff may take photographs at the

Event and HTFL reserves the right to use these photos for promotional purposes. It is understood by the Renter, their guests, and vendors that attendance at an Event at The Farm includes permission to use their images in such materials.

16. INDEMNIFICATION. Renter shall indemnify, defend, and hold harmless HTFL, its officers, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses, and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Renter hereby releases HTFL from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter, Renter's guests or vendors covered by any insurance then in force.

17. DAMAGES AND SECURITY DEPOSIT. The renter is responsible for any damages to the HTFL Event Hall and property that may have been caused by the Renter and/or the Renter's guests and vendors. Renters are required to adhere to the Event Hall Usage Rules (Exhibit A) and are required to ensure their guests and vendors honor them as well. The Renter is ultimately responsible for any damage incurred. The Renter is within his/her rights to seek redress for damage charges caused by the Renter's guests and vendors. HTFL will not involve itself in these efforts.

The HTFL Venue Manager will use reasonable best efforts to report any damages or loss of property to the Renter on the day of the Event, however, some things may not be noticed until after the Event ends. HTFL reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter.

If damage has occurred, HTFL will provide an itemized list to the Renter and HTFL will charge the damage amount to the Renter's credit card that was held on file for such purpose. Note that the HTFL staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Renter will be responsible for replacement costs.

18. ASSIGNMENT. This Agreement may not be assigned or transferred.

19. JURISDICTION. This Agreement falls under the jurisdiction of the state of Florida and is therefore subject to Florida's laws and regulations. The venue shall be exclusively in Hillsborough County. In the event of litigation, the prevailing party shall be entitled to its attorney's fees and costs.

20. ENTIRE AGREEMENT. This Agreement supersedes any previous understanding between the Parties. No modification of any provision hereof shall be effective unless in writing and signed by the parties.

THE RENTER CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS EVENT HALL RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND IT IS APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS:

HINDU TEMPLE OF FLORIDA

BY: _____
TITLE: _____
Date: _____

[RENTER]

BY: _____
TITLE: _____
Date: _____

EXHIBIT A - THE HTFL EVENT HALL USAGE RULES

Following are usage rules that must be followed by Renters, renters' guests, and vendors. Non-adherence to these rules will lead to fines and/or damages. Fees are quantified in the Miscellaneous Fee section of the Wedding Package Pricing document.

1. Moving HTFL Items

HTFL items will be positioned by HTFL staff members. Should the Renter choose to make minor adjustments to HTFL items after placement, the Renter must receive consent from the HTFL Event Manager.

2. Event Hall Walls

Tape is the preferred method to attach décor items to walls or fixtures in the Event Hall. Tape must be removed completely along with the décor items during tear-down (the HTFL Venue Manager can provide materials for tape removal). Use of Nails or screws in any wall, fixture, or equipment is prohibited. Thumb tacks may be permitted in some areas with expressed approval of the HTFL Event Manager.

3. Candles

- Candles are NOT PERMITTED on HTFL's table linens. Evidence of real candles being used on HTFL's table linens will be considered property damage and Renter will be responsible for replacement costs.
- Should the Renter choose to use candles, the Renter is responsible for contracting with an outside vendor for table linens. The renter is responsible for set-up/tear-down of rented linens. Real candles must be placed in glass containers to protect HTFL from damage.

4. Celebration Items

- The following Celebration Items are NOT permitted: adhesive-back decals, birdseed, rice, glitter, confetti, party string, Chinese sky lanterns, chocolate flavors, sand or dirt, sparklers, or fireworks. If these items are used, Renter will be charged a fee for each illegal item.
- The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials). If any of these items are used inside the Event Hall, the Renter will be charged an Excessive Cleaning Fee.

5. Rules for Renter's Vendors (Renter is responsible for communication of rules)

- Florists: Florists may bring their own containers or use containers from HTFL's Inventory. The renter must notify the Florist that every plant must have an underlying tray to prevent watermarks on floors and/or furnishings. All floral equipment and residue (i.e., flower petals or leaves) must be removed from the Event Hall (building and grounds) during the Access Period. Brooms or rakes are available from the HTFL Venue Manger).
- Rental Equipment//Wedding Supplies: Rental equipment/wedding supplies procured from outside vendors must be delivered and removed

during the Access Period. Should that not be possible, Renter will incur a Pick-up/Delivery Fee. All equipment must have appropriate materials to ensure no damage is made to the Event Hall floor.

6. Smoking: Smoking is permitted ONLY in the designated area. Guests must use the provided ashtrays. Guests smoking outside of the designated area will be asked to go to the designated area. Cigarette/Cigar butts found outside of the designated area will be classified as damage to the Event Hall and a fee will be assessed.

EXHIBIT B – CHARGES

Basic Facility Price: \$ _____

Cleaning & Setup \$ _____

Video & Sound \$ _____

**Decoration Day before the event (if available)
(\$100 per hour)** \$ _____

Miscellaneous (_____) \$ _____

TOTAL CHARGES \$ _____

Security Deposit \$500

TOTAL DUE \$ _____

Renter's Name & Signature: _____