



WEST MICHIGAN HINDU TEMPLE

Address: 4870 Whitneyville Ave SE., ADA, MI 49301

(TAX ID: 41-2090487)

COMMUNITY CENTER RENTAL AGREEMENT

1. The West Michigan Hindu Temple (WMHT) rents to the undersigned, who accepts the room/rooms and furniture in the WMHT for the date, time and fees listed below. This agreement signed by Renter will be binding only when the WMHT Officer acknowledges it. The rental fee and the refundable deposit must be received by the WMHT at the time of reservation. Renter hereby acknowledges that violation of Rental agreement will constitute a material breach of the Agreement and forfeit the full deposit.

In consideration of renting the temple facilities, the renter agrees as follows:

I. **RELEASE:** The renter hereby does voluntarily release, discharge, waive, relinquish and covenant not to sue with respect to any and all actions or causes of action for bodily injury, property damage or death occurring to the member or any personal property, defined in Section 5 hereof, owned, possessed controlled or used by the member, arising either directly or indirectly out of utilizing or benefiting from the use of any of the temple premises for the function

II. **INDEMNITY:** The renter shall indemnify and hold WMHT harmless from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including, in addition thereto but not limited to, attorney fees, court costs, costs of investigation and costs of defense which might arise by whomever made or presented for any loss, damage or death occurring directly or indirectly to person or property, related to the member's use of the temple premises for the function

III. **DEFENSE AGAINST CLAIMS:** The renter agrees to defend the WMHT, against any claims brought or actions filed against the WMHT, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed with respect to the subject of indemnity herein. The member agrees that the WMHT can employ attorneys of their choice to appear and defend a claim or action on behalf of the WMHT at the expenses of the member.

IV. **REPRESENTATIONS:** The renter hereby agrees to abide by any rules and regulations of WMHT, which shall govern the holding of the function in the facilities of WMHT.

V. **PERSONAL PROPERTY:** The renter understands that all equipment, clothes, personal effects, jewelry, supplies, vehicles, and other personal property owned, controlled, or used by the renter or any other person attending or assisting in the holding of the function (collectively designated as the personal property) brought to the temple premises and used, stored, or otherwise located in or around the temple premises shall remain the sole responsibility of the renter to properly secure it from theft, damage, or injury to any other person. The renter should insure all personal property, as the WMHT does not have any responsibility or obligation to ensure its safety or injury to any other person.

2. All rentals are "as is" at the time of occupancy on the rental date. If the renter due to fire, flood, damage or any reason beyond the WMHT's control, cannot use the Community Center, this Agreement is void and the WMHT's sole responsibility shall be to refund the renter's deposit plus rent. IN NO EVENT shall the WMHT have any responsibility to the Renter due to failure (wholly or partially) of any mechanical systems including, but not limited to, the heating, air conditioning, water, plumbing, or any other facility that makes the rented space less desirable. Renter acknowledges that the WMHT is not responsible to arrange for alternate facilities for the Renter under any circumstances.
3. Renter agrees to conduct its activities upon the premises so as not endanger any person thereon. In the event the WMHT requests insurance coverage to protect the WMHT, renter will procure it in the manner requested by the WMHT at the renter's cost. The WMHT reserves the right to remove objectionable person or persons from the premises and, upon exercise of this authority through the WMHT management, its agents or police. Renter hereby waives any right and



all claim for damages.

4. Renter represents that he or she will not engage in any prohibited discrimination against any individual including on the basis of disability in the full and equal enjoyment of the goods, services facilities, privileges, advantages or accommodations of the WMHT. Renter further warrants that the renter shall indemnify the WMHT for any and all expenses (including but not limited to attorney's fees) incurred by the WMHT as a result of any discrimination claim, suit or action based on violation(s) of the provisions of any state, federal, or local laws or regulations related use of the WMHT.
5. Should it be necessary for the renter to cancel this Rental Agreement, cancellation notice in writing should be given at least 30 days in advance of the date reserved for a full refund of the reservation deposit. Otherwise, the reservation deposit is non-refundable but any paid rental fees, priest service fee, cleaning fee, and fee for additional hours are refundable.
6. RENTER IS RESPONSIBLE FOR DAMAGE: Renter agrees to fully and promptly pay the WMHT on demand for any and all damage or loss to the WMHT building, grounds, contents or equipment or the WMHT personal property due to negligence, theft or any other reason by the Renter or its agents, the caterer, guests or those present at the WMHT on the rental date.
7. Reservation Deposit will be returned following the WMHT's inspection of the WMHT less the cost of any and all damage to the WMHT property, unauthorized charges or expenses resulting from non-compliance with the WMHT Rules. In the event damages, losses, unauthorized charges or expenses exceed the amount of the security deposit, Renter hereby acknowledges responsibility to full and promptly pay the WMHT for the balance on demand. This rule also applies to audio rental.
8. No alcoholic beverages are allowed on the WMHT premises including the parking lot. No meat, poultry, seafood, or eggs are to be consumed, prepared or served on the temple WMHT including parking lot. Smoking of any kind is strictly prohibited on the WMHT premises. Failure to follow this rule will result in forceful eviction of all renters, guests and catering personal.
9. It is renter's responsibility to observe all parking lot rules, regulations and restrictions. WMHT has the right at any time to tow away vehicles at owner's expense for violation of the posted rules. Any penalties for violations assessed to the WMHT by the city or the fire department will be responsibility of the renter.
10. No food or beverages are to be served in the main temple area of the WMHT except dried fruit or prasad. All other foods and beverages are to be served in the cultural center next to the kitchen.
11. When renting the Community Center – Rent Rate includes, for < 50% capacity utilization, the use of 10 (rectangle and/or round) tables and 75 chairs. If additional tables or chairs are needed – additional charges may apply. For > 50% capacity utilization, all tables and chairs are available. Audio equipment use is included in rental fees, however, operation and care is the sole responsibility of the renter. Renter shall be responsible for proper operation of the equipment, instructions on operation can be provided on request. Limited audio equipment is available, please make certain this meets your events needs. Use or need for less chairs or tables than provided will not affect or discount the rental rates. Failure of audio equipment will not affect or discount the rental rates.
12. When renting the Auditorium – Use of kitchen is strictly for warming food for same day use only. WHMT Supplies or Utensils cannot be used for cooking or serving. Renter has to make arrangements for supplies and utensils. If WMHT supplies or utensils are used – renter forfeits the Deposit automatically.
13. Cleanliness – WMHT expects the facility to be cleaned after use. If renter wants WMHT to hire custodian to clean the facility being rented – this should be known in advance so that WMHT can make necessary arrangements. Additional hourly cleaning charges will be applied as stated on the rate form. Usually takes 4 hours to clean the cultural center and kitchen. All garbage containers have to be emptied and dumped in the dumpster after use. All tables and chairs must be cleaned and stored.
14. No Fireworks allowed on premises unless prior written approval of the HTW board. Requires City Permit and Liability

Insurance.

15. Whenever a Priest is required, only the Temple Priest must be utilized. If the party wishes, a second priest of their choice, in addition to the temple priest, can be brought in for the function. Havan is not to be performed on the Main STAGE in the auditorium under any circumstance. If a party wishes to use the stage for marriage, use designated areas only for Havan. Consult with the priest before booking the hall.
16. POSTERS and DECORATIONS are allowed with prior approval in designated areas ONLY. All DECORATIONS must be flame-retardant. There shall be NO distribution of pamphlets or sale of any article for private monetary gain by an individual or organization using the facility unless specifically pre-approved by WMHT.
17. Renter shall insure that all persons do not wear shoes in the Temple hall under any circumstances.
18. Renter agrees that the office, storage room and mechanical rooms are strictly off limits for all renters and guests.
19. Renter agrees that admission charges or collections are prohibited unless prior permission is specifically obtained. Such permission will normally be granted only when proceeds, after necessary expenses, will be used solely for religious, charitable, philanthropic, civic, or other noncommercial or non- personal purposes. The financial statements of receipts and expenditure may be required within seven days of the event.
20. Renter agrees to remove all decorations promptly after rental event. No items shall be attached to the building property, except masking tape to hang light decorative items to walls, or any modifications made to the building structure, equipment, or grounds. Please do not use duct tape or nails.

Renter Signature

Date

Rental time period and dates

Renter's full name or name of Organization, if applicable

Renter's Address and telephone number(s)

Signature of WMHT representative

Date

Rental fees must be paid in full at time of signing contract
For the full price list, see WMHT Community Center Rental Price list.