



India Cultural and Education Center

1115 SW 13th Street, Gainesville, FL 32608

Phone: (352) 379-2911

www.icec-florida.org

Rental Agreement

THIS AGREEMENT is made and entered into on _____ day of _____ 20____
between **India Cultural and Education Center**, hereinafter referred to as **ICEC**, and

_____ or representative of the rental party
_____ (hereinafter referred to as the 'User')

Whereas, the User has requested ICEC to permit it to occupy and use the premises for educational, social or recreational purposes and ICEC is willing to permit such occupancy and use of the premises by the User as per the conditions and rules laid out in this agreement.

Now, therefore in consideration of the mutual covenants herein after set forth, the parties hereto each intending to be legally bound hereby, agree as follows:

1. ICEC agrees to permit the User to occupy and use the agreed upon areas of the premises for educational, social or recreational purposes on _____ day of _____ 20____ from _____ AM/PM to _____ AM/PM for setup and from _____ AM/PM to _____ AM/PM for the program for the sum of \$_____. The last hour should be devoted for cleanup.
2. The User agrees to indemnify and to save harmless ICEC and all directors, officers, employees, custodians and agents of ICEC against any and all loss, damage, cost and expenses, which ICEC and any of the directors, officers, employees, custodians and agents of ICEC may suffer, incur, be put to or pay by reason of any and all action, claims and demands whatsoever of any person including, but not limited to, the agents, employees and members of the User and any invitees of these persons on account of property damage, personal injury or death of any such persons which occurs on or about the premises during its use and occupation by User. The aforesaid property damage, personal injury or death shall include but shall not be limited to, damage, injury or death caused by or due to any of the following :
 - a. The sole negligence of ICEC or any director, officer, employee or agent of ICEC,
 - b. The sole negligence of User or any joint or concurrent negligence of User and/or any invitees of these persons and any other entity or person including but not limited to ICEC and/or director, officer, employee and /or agent of ICEC, and
 - c. The condition of the premises, latent or otherwise, as improved or in natural state.
3. The User agrees to pay a security deposit of \$500.00 at the time of reservation and the remainder of the rental fee is due **FOURTEEN** days prior to the starting date of use in the form of **MONEY ORDER** or a **CASHIERS CHECK**. **No rental reservation will be considered complete until the fees have been paid**. The security deposit will be refunded after the event in a timely manner after inspection by the ICEC custodian for damages.
4. User agrees to pay in total cash value for all damages and items lost from the premises and all damages to its present natural state.
5. A **fee** shall be charged in case of cancellation of the reservation:
 - a. \$100.00, if cancelled at least **SIXTY** days before the event
 - b. \$250.00, if cancelled at least **THIRTY** and less than **SIXTY** days before the event.
 - c. \$500 (security deposit), if cancelled less than **THIRTY** days before the event or the balance rental fee is not paid **FOURTEEN** days prior to the event.

In case of a legitimate emergency, the deposit will be applied towards a future reservation with a \$100.00 transaction fee. ICEC reserves the right to cancel the reservation if the total rental fee is not paid **FOURTEEN** days prior to the event.

6. If serving or consumption of alcohol is contemplated, it must be disclosed at the time of signing the contract. The evidence of coverage for the same by the User's Insurance Company must be explicitly spelled out in the User's policy; copy of this policy needs to be provided at the time of signing of the agreement.
7. The rental property shall be limited to areas, furniture and other equipment noted in the Rental & Fee Worksheet provided to the User at the time of signing the contract.
8. **The User shall be required to end the function and evacuate the premises, including the parking lot, by midnight. Any time in excess of this deadline shall incur an extra charge of \$300.00 minimum, which will be deducted from the security deposit. After 12:30 am, there shall be forcible evacuation of the User from the ICEC property.**
9. **Decoration/Setup hours:** Complimentary setup time is included in the above rental charges for the day of the hall rental only. Additional charges of \$75 per hour will apply for extra hours on the same day. If the setup/decoration is to be done a day before the event, access to the building may be obtained by prior arrangements only for a fee of \$100.00 per hour.
10. All attendees shall follow the instructions of the ICEC-designated parking attendant, who will have authorization to have vehicles towed if parked improperly. All attendees shall follow the rules posted in the parking lot and on the notice board in the hall. A copy of the rules is included.
11. The User shall ensure that all organizers and attendees abide by all the rental rules of ICEC. A copy of these rules will be provided at the time of signing the contract.
12. The User shall wait until the check off list is completed by the custodian at the end of the event and sign it.
13. ICEC Board of Directors reserves the right to terminate the function early and expel the people from the premises for any misbehavior which may endanger any person or property or cause inconvenience to the neighborhood.
14. Any change to this agreement by the User, unless permitted by ICEC or ICEC-designated representative, will render this agreement void.
15. **The User shall provide, when available prior to the actual event or rental, a copy of their liability insurance coverage. It is a requirement that organization must have insurance that allows them to rent space and for guest attendees to be listed as co-insured on their existing policies. If previous requirement cannot be met, then a separate insurance policy naming India Cultural & Education Center (ICEC) as co-insured must be provided.**
16. This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. In agreement with the above provision, I hereby sign and certify that I am a bona-fide representative of the group /organization named above in the contract.

Signed by User/

Rental party: _____ Date: ___/___/20___

Signed by ICEC-

designated Representative: _____ Date: ___/___/20___



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ICEC RENTAL RATES Revised & Effective July 1, 2010

Rental of the Main Hall (auditorium, stage, kitchen area for food-warming and lobby) for a 7-hour event (includes chairs & tables) is inclusive of 2 hours for set-up before the event and 1 hour for clean-up after the event. Additional setup time on the same day as the event is \$75 per hour.

No. of Attendees	Charges (\$) [#]	Charges (\$) per Additional Hour
Less than 100	750	75
100 to 149	900	100
150 to 199	1000	125
200 to 249	1100 + GPD charges*	150
250 to 299	1200 + GPD charges*	200
300 to 349	1300 + GPD charges*	250
350 to 400 [±]	1400 + GPD charges*	300

[#] - For having more people as attendees than agreed upon or leaving the premises dirty after the program, a portion of the security deposit shall be forfeited.

^{*} - For 200 or more attendees, the presence of a security officer is mandatory as per local laws. The charges for the officer depend on Gainesville Police Department's fee schedule. These charges shall be deducted from the security deposit.

[±] - For a program with more than 400 attendees, request a quote by calling (352) 378-7112.

Other amenities available for rental include:

- Sound system: \$150 up to 4 hours, \$25 each additional hour. The system will be operated by ICEC-designated person ONLY.
- Projector screen: \$50
- Stage lights: \$130 up to 4 hours, \$25 each additional hour
- Three upstairs rooms: \$100 each up to 4 hours, \$25 each additional hour. Each room has a maximum capacity between 25 and 40 persons.

Discounts:

- \$200 on main hall rental – ICEC Donors & Founding Members
- \$100 on main hall rental – Annual dues paying members
- 50% discount for upstairs room(s) rental (only if rented for their immediate family) – ICEC Donors, Founding Members & Annual dues paying members

Selected student groups registered with University of Florida (ISA, IGSA, ASHA, CHiTra, SPICMACAY) can rent the hall for \$450 for up to 4 hours for a maximum of 300 students. There will be a charge of \$75 for each additional hour. They can use upstairs rooms at no cost during regular open hours Monday to Thursday (6:00 PM - 10:00 PM). ICEC building and parking lot must be vacated by midnight.



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RENTAL & FEE WORKSHEET

1. Name of the User/Rental party: _____
2. Name of the event: _____
3. Nature of the event: social / fundraising / wedding / cultural / recreational
4. Date of the event: ___/___/20___
5. Number of attendees: _____
6. Area(s) to be rented by the User:
 - ___ Main Hall (includes bathrooms, lobby, food-warming area, stage, chairs & tables)
 - ___ Upstairs room A (prayer room – maximum capacity of 40 persons)
 - ___ Upstairs room B (library – maximum capacity of 40 persons)
 - ___ Upstairs room C (TV room – maximum capacity of 25 persons)
7. Special items to be used:
 - ___ Sound system
 - ___ Stage lights
 - ___ Projection screen
8. Extra time needed for setup: ___ hour(s)
9. The fee charged for the above items include the following:

Security deposit:	_____	\$ _____
Facility rental:	_____	\$ _____
Extra time for setup:	_____	\$ _____
Other amenities:	_____	\$ _____
Security officer:	_____	\$ _____
Cleaning fee:	_____	\$ _____
Total fee per agreement:		\$ _____

Signed by User/
Rental party: _____ Date: ___/___/20___

Signed by ICEC-
designated Representative: _____ Date: ___/___/20___



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RULES FOR RENTAL

1. Absolutely NO cooking is allowed anywhere inside the building. Any incinerating device that produces smoke and has a potential of setting the smoke alarm is absolutely disallowed.
2. Absolutely NO smoking or drug and substance abuse is permitted on the premises.
3. **No alcohol can be served or consumed within the ICEC premises unless authorized in writing by ICEC.**
4. **No alcohol can be sold at ICEC unless ICEC has obtained a permit in advance on behalf of the User, for the sale of alcohol at the event. This will incur a minimum charge of \$250, which will be in addition to the total rental fee. No one is permitted to request for such a permit on behalf of ICEC except people authorized by the ICEC Board.**
5. All furniture, equipment and furnishings shall remain inside the building. No one is authorized to move, borrow or remove any ICEC property from the building.
6. Absolutely nothing shall be attached to the walls, doors, moldings, curtains, draperies, ceiling or light fixtures by any means (nails, thumbtacks, wire, string, tape, etc.).
7. Any damage or destruction of ICEC property by the User must be reported immediately to the designated ICEC custodian and must be paid by the individual or organization executing the rental agreement for the function.
8. State and local laws must be obeyed by all. Failure to comply with the ICEC rules or conduct of a kind warranting disfavor may cause the User to lose the security deposit, be asked to vacate the building and barred permanently for future use of the building or property.
9. The custodian designated by ICEC is in charge of the facility during each use. The ICEC staff is responsible for ensuring security and protective precautions, and preventing unauthorized entry to the leased premises. Actions of conduct of the User, attendees, caterers or employees shall be the sole responsibility of the User.
10. The ICEC will not be responsible for any item lost or stolen or left behind in the premises.
11. Dumping of substances is prohibited anywhere on the premises. Only trash bins and garbage container outside the building are to be used for disposals.
12. Property insurance does not cover any item in the building that is not the property of ICEC. The User, attendees, caterers or employers of the organization using the facilities are responsible for insuring the safety of all items brought into the ICEC building. The ICEC assumes no responsibility and no liability whatsoever for loss or damage to property of the User, attendees, caterers or employees.
13. The ICEC premises and surrounding areas must be kept clean and litter-free. The premises and streets nearby must be kept noise-free so as not to disturb the neighbors.
14. Attendees must park as per rules posted on the premises. They must park so as to allow fire/emergency vehicles to enter and leave the premises without any obstruction.
15. ICEC will provide two or more parking attendants, at a charge payable by the User. It will be the responsibility of the User to instruct all the attendees in advance that they will be required to obey the instructions of the attendants for parking. The attendants will have authority to call towing services in case a vehicle has been parked at a prohibited place.
16. The parking lot must be vacated by midnight.
17. The User is responsible for getting the check off list signed by the ICEC-designated custodian. The return of the security deposit by mail will depend upon the rental check off list.



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RULES FOR PARKING

1. You can park inside the premises of ICEC only when you are attending/organizing a program at ICEC.
2. Parking is allowed only in an authorized space, designated by a cement tire bumper.
3. While parking on the paved area, always pull your vehicle all the way up against the cement tire bumpers. This is very important to have clear passage for emergency vehicles.
4. When parking in the unpaved area in the back, park only in the spaces designated by a cement tire bumper. Center your vehicle with the bumper and pull all the way up to the bumper.
5. Do not leave more than 3 feet of space between cars. Leaving too much space will deprive others of a parking space.
6. Do not block any vehicle or passage. Driveways and turnaround must be left free for emergency vehicles at all times.
7. ICEC does not assume any responsibility for vehicles or their contents.

Any vehicle violating these rules will be towed. Vehicle owner will assume all the costs of towing.

Signed by User/

Rental party: _____ Date: ___/___/20___

Signed by ICEC-

designated Representative: _____ Date: ___/___/20___



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RENTAL CHECK OFF LIST

The User is responsible for getting this check off list signed by the ICEC custodian. The return of the security deposit by mail will depend upon the rental check off list. All areas and amenities utilized by the User will be inspected by the custodian before the User leaves the premises. It is required that the User satisfy the ICEC-designated custodian for all items on this list.

Program/Event: _____

Check-out Time: ____ : ____ AM / PM

- Place all chairs on the racks properly (see the custodian for instructions).
- Place cleaned tables on each table cart (maximum of 12 tables/cart, upside down).
- Take off all decorations and make sure walls are clean of any materials used.
- Make sure all trash and personal items have been picked up from all areas of the building, including the main hall, hall stairwell and kitchen.
- Empty all trash cans and place trash bags in the dumpster outside.
- Replace the trash bags in each utilized trash can.
- Clean out the restrooms and check for personal items.
- Make sure all kitchen sinks and counter tops are clean.
- Do not leave any food leftovers in the refrigerator or freezer.
- Report any damage/malfunction caused by the User to the custodian.

Signed by User/
Rental party: _____ Date: ____/____/20____

Signed by ICEC-
designated Representative: _____ Date: ____/____/20____