

Facility Usage Application & Agreement

Applicant Information:
Applicant:
Organization / Contact Person:
Contact Phone Number:Email:
Mailing Address:
Activity Information Activity Planned at Jain Center:
Activity Date:
Attendance (Adults/Children):
Areas Needed for Usage: () Main Hall () Foyer - Behind Wooden Temple
() Dining area only () Kitchen () Classroom
Start Time (including setup):
End Time (including cleanup):
The usage charges and deposits are stated in the attached governing rules and regulations for Jain Center facility use.
Agreement: I, the undersigned, on behalf of myself (individual applicant)/the above named organization, do hereby agree to indemnify and hold harmless the Jain Center of Southern California and any of their officers, agents, employees, or members from any liability or claim or action for damages resulting from or in any way arising out of the use of the facility. Said individual applicant/organization will accept all responsibility for any damage to the premises, furniture, equipment, or ground resulting from use of the facility. I, the undersigned, further agree that I have read the above statements, and the Jain Center Usage Rules and Regulations, understand them fully and agree to abide by them in total.
Applicant's Signature:
Today's Date:Total Charges: \$
Paid by: Cash/Check #:

Facility Usage Application & Agreement

General Information

- 1. The availability of the facility will be confirmed by the Jain Center of Southern California within 10 working days after submission of written application.
- 2. An administrative service fee of \$50 will be collected for all cancellations.
- 3. An administrative service fee of \$100 will be collected for all cancellations between 30 and 90 days prior to the event.
- 4. Only 50% of the Usage charges will be refunded if cancellation occurs within 30 days of the event
- **5.** Please make two separate checks one for the facility use fee and the other for the deposit amount. Please make all checks payable to <u>Jain Center of Southern California.</u>

General Rules and Regulations Governing the Use of JCSC Facility

We appreciate your choice to have your event at cultural complex of Jain Center of Southern California, Inc. (a nonprofit California corporation here after also referred as Jain Center or JCSC). We at Jain Center like you to have a very pleasant experience from the first step of early planning stage to all the way up to the last moments of your event. We will do our best to provide you quality services and facilities. For this worthy mutual goal and to ensure an enjoyable and safe event, we ask you to follow our rules and regulations and respect Jain religion and its values. Following rules and regulations have been developed for your safety and enjoyment.

General Rules and Regulations

Reservations must be made in person (not by fax nor by phone or not by any other means). Reservations must be made by an adult, ages 25 and over, by filing out the application provided by JCSC. Permits to use facilities are confirmed when all required charges and deposits have been received and processed and copy is signed by representative of JCSC. All applications must be completed with the details of applicants, type of event, host of the event, number of attendees classified as minors and adults and complete details of life member if required as outlined below.

Jain Center community members are welcome to use the designated facilities for social, cultural, religious or any good cause functions. Facilities may not be reserved for uses that are inconsistent with Jain philosophy. Reservations for business use, any type of commercial use or convention, entertainment style functions multiple-day or repeat use etc. may be accepted and only permitted by prior approval of JCSC Executive Committee (EC). Permits and approval may not be transferred, assigned or sublet. Permits are issued and approved for specific area of the complex to use and only for specific predefined event and duration as mentioned in the application provided by JCSC.

The applicant or the designee must be present from the beginning of reservations, during the event and till the end of the event to return the possession of the facilities. The applicant/organization must ensure that the facilities and including all equipment

12/02/2019 Page 2 of 9

and accessories are left as found prior to start of the event. A professional clean up and proper storage of all JCSC belongings are required.

The applicant is responsible for any apparent or non-apparent damage of any kind, removal, loss or damage to JCSC equipment, accessories or properties. The same responsibilities lie upon the applicant even if caused by their guest. JCSC is not responsible for any damage, loss, theft or break of the equipment or the articles of the applicant or of the guest or of its contractor or volunteer belongings or any kind of work or services provided by the same. It is required that applicant have their own insurance, worker's compensation insurance and security for any known or unknown damages, losses, liabilities and safety.

All required unloading, loading and transporting materials must be notified to facility coordinator in advance and be done as instructed by the facility coordinator. All vehicles must use the designated parking areas permitted by JCSC and must follow local governmental rules and regulations. Any illegally parked vehicle will be towed at owner's expense.

Smoking, consumption of any kind of alcohol and gambling is strictly prohibited within the boundaries of any and all Jain Center facilities including restrooms.

Any applicant desiring to charge an admission fee/donation, sell or exchange any items for benefits, raise funds, do commercial soliciting or promotions of any kind, organize raffles for benefits or any kind of exchange of money scheme must submit a written request in advance and seek approval of JCSC EC. Depending upon the nature of the reservation, JCSC may require additional fee, deposit, insurance and/or securities and security personnel.

JCSC reserves the right to refuse usage of the facility by any applicant/organization for any reason, and may order to cancel or shut the event for any wrong or misleading information provided by the applicant or any improper behavior of its attendee or illegal or unauthorized use of the facility.

Specific Facility Regulations

Minors must be supervised by an adult at all times.

Only the kitchen area can be used for cooking and warming food. No other area of the complex should be used for cooking and/or warming food.

Specific permission must be obtained in advance for the use of JCSC Audio/Video/Sound (AVS) system. It is only permitted with additional fee and will be operated by JCSC designated person. All other vendor providing such services must be pre-approved by JCSC. The level of amplification and timing may be limited by city regulations and/or neighborhood courtesy. No web-casting or similar use is allowed.

All heating, air-conditioning, lighting, AVS system, all electrical and mechanical system (s) will be monitored and controlled by JCSC.

12/02/2019 Page 3 of 9

The applicants or any members of their party shall not rearrange any JCSC decorations or fixtures. No animals are permitted inside the JCSC complex.

Use of candle or open fire is allowed only under strict conditions set forth by JCSC. A written request must be made by the applicant /organization and authorization in writing obtained from JCSC for any kind of candle fire, small fire lamps or controlled fire used during weddings.

Overall Observance

- 1. The applicant/organization assumes all liability (a) for the use of the Jain Center, (b) for ensuring a strict adherence to the rules and regulations stated in this agreement, and (c) for complying with the local, city, state and Federal rules and regulations governing the use and conduct.
- 2. All rules, regulations and guidelines etc. are subject to change without prior notice.

Request for Reservation and Terms of Payments

- The applicant must make reservation by filling the details required in the agreement in person. Jain Center scheduled activities are given priority over all private activities.
- 2. The applicant will be notified the tentative approval or rejection within 10 working days from the date of the application.
- 3. Reservation will be confirmed after reviewing the application for the purpose of the usage subject to availability of the facility.
- 4. JCSC reserves the right to refuse the availability of its facility to anyone without any explanation.
- 5. JCSC may cancel reservation for any natural disaster that will make the facility unsafe and/or unusable.

Fees, Deposits, Insurance and Cancellation

- 1. All the checks shall be made payable to "Jain Center of Southern California".
- 2. An administrative service fee of \$50 will be collected for all cancellations.
- 3. An administrative service fee of \$100 will be collected for all cancellations between 30 & 90 days prior to event.
- 4. Only 50% of the usage charges will be refunded if cancellation occurs within 30 days of the event.
- 5. Jain Center reserves the right to charge additional fee if attendance at the event is more than specified in the original application.
- 6. The security deposit will be refunded when there is no damage or loss of the property and facility is left in a clean condition as confirmed by the assigned JCSC representative.
- 7. Applicant is responsible for any damage to the building, furniture, fixture or equipment arising from the occupancy or the use of Jain Center facilities.

12/02/2019 Page 4 of 9

8. Charges and deposits are accepted subject to accepting these rules, regulations, and guidelines as specified in the application. All charges and deposits must be payable to JCSC.

Payment must be made by personal check or money order due in full 30 days prior to the event date.

Any additional charges if applicable, due 29 days or less prior to reservation must be paid by money order or cashier's check.

Any subcontracted vendor for the event must have liabilities insurance and worker's compensation insurance naming JCSC as beneficiary. All vendors to be used must be approved by JCSC 30 days prior to the event. All electrical, mechanical and AV system can be operated only by JCSC approved tech and at additional fee.

- 9. All charges, deposits, and insurance fees, if applicable, are due in full as follows: Due in full 30 days prior to the reservation date: A deposit of \$1000 is due at the time of making a reservation. 20% of the usage fee is also due at the time of reservation. The balance is due on or before 30 days of the event date. If the reservation is made less than 30 days in advance of the reservation date, all of the fees and deposits are due at the time the reservation is made.
- 10. Due dates not adhered to may be subject to additional fees or cancellation of the reservation by JCSC. JCSC reserves the right to cancel any booking that payments have not been applied to, in partial or full, and regardless of any payments previously applied to the booking.
- 11. Deposits will be refunded within 4 weeks after the completion/cancellation of the event date.
- 12. There will be a \$25 charge for returned check.
- 13.Insurance All insurance certificates must be the original documents for the amount of at least One Million Dollar (\$1,000,000), which holds the JCSC harmless for any damage or injury. The certificate must indemnify JCSC and its officers, officials, agents, and employees against and will hold the same harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities which may be asserted or claimed by any person, firm, entity, corporation or other organization arising out of or in connection with the use of JCSC facilities.
- 14. Failure to abide by any of the rules and regulations outlined here or the local, state, and federal ordinances may result in forfeiture of the deposit, and paid fees including right to shut event by JCSC representative.
- 15. Security guards There may be a separate charge for security guards that may be provided by JCSC. Their time will start an hour before the event and continue till the end of the event including cleanup.

12/02/2019 Page 5 of 9

Rules and Restrictions for Food

- 1. Alcoholic beverages or illicit drug use are strictly prohibited on any part of the facility. Smoking is prohibited inside the building.
- 2. Only Jain vegetarian foods can be prepared and/or served on the Jain Center premises. All types of meat, eggs, fish, seafood, root-vegetables (such as potatoes, onions, garlic, carrots, egg plants, ginger mushrooms etc.) cannot be served on the Jain Center premises. Cakes served at the event shall be eggless. (For a detailed list of restricted items please contact JCSC facility coordinator.)
- 3. Food and drinks can only be served and consumed in the dining area. JCSC may make an exception to allow food in the main hall for a special situation like wedding reception. Prior permission must be obtained for such an event.
- 4. To cater any food within the Jain Center facility, the caterer must be pre-approved by the JCSC. The caterer must be familiar with the JCSC rules, regulations, and restrictions of food. Caterers should provide an undertaking as per page 7 duly signed by them.
- 5. Any paper goods, plastic/silver ware, water jugs, napkins, and other accessories needed for the event will be the responsibility of the applicant.
- 6. JCSC will make available only existing JCSC tables and chairs for the event. Additional charges, for kitchen usage like cooking and warming food shall apply.
- 7. JCSC recommends not serving or consuming any food or drink other than water after sunset. There will be a 20% discount for events adhering to this principle. This discount cannot be applied with any other discount.

Rules for the Use of Facility

- 1. All decoration plans must be submitted to JCSC for prior approval. Use of any tape, nails, screws, staples, ink, kumkum, heavy rope, chain, etc. are not permitted on any part of the facility. Use of confetti is not permitted.
- 2. Decoration, set up, and cleaning must be completed within the approved time. Any additional time used past the reserved hours will be billed.
- 3. Open fires or candles are allowed under strict conditions set forth by JCSC.
- 4. Decoration material must be kept away from the light fixture and must be fireproof.
- 5. Footwear (shoes, chappals, etc.) is not allowed inside the Temple area (2nd Floor) of the building and must be removed and stored in the shoe-racks prior to entering these areas. We do not allow shoes on the 2nd floor of the cultural hall.
- 6. Applicant is responsible for locking all the doors and windows.
- 7. The Jain Center premises must be vacated no later than 1:00 am of next day of usage.
- 8. Children must not be left unattended on the premises of Jain Center.
- 9. No exotic (vulgar, striptease) dances or performances shall be conducted during any event at the JCSC.

12/02/2019 Page 6 of 9

Rules for Cleaning

- A designated JCSC representative will be present to admit the person who has signed this application form or his/her designee at the time specified on the application. Also, upon completion of the event, the same applicant must check out with the designated JCSC representative before leaving the premises.
- 2. The facility must be cleaned up and returned in the same condition in which it was received by the user. If the applicant or the organization fails to do so, an additional fee will be charged for cleaning. In order to qualify for a full refund of deposits, all the areas and facilities utilized and accessed by the users must be cleaned. Such areas and facilities include, but not limited to, sinks, counters, stoves, refrigerator/freezer, floors (main hall, dining area, kitchen, restrooms, corridors, etc.), and the outside premises including the parking lot.
- 3. All trash, including the one from the kitchen and the restrooms, must be bagged properly and deposited in the trash bins located outside. A tour of the facility with a designated JCSC representative is required, both before the start and after the end of the event, in order to agree on the condition of the premises. Any problems must be noted on the checklist.
- 4. ALL CLEAN UP MUST BE COMPLETED PRIOR TO THE ENDING TIME NOTED ON THE APPLICATION OR 1 AM NEXT DAY OF USAGE, WHICHEVER COMES FIRST.
- 5. All tables and chairs used during the event must be cleaned and returned to their original storage places.
- 6. Applicant is responsible for removing all of their decorations; rearrangement of chairs and tables and clean up associated with the event and is responsible for the removal of leftover food from the kitchen area and the JCSC premises.
- 7. Deposits will be returned only after a signed copy of the checklist has been reviewed and approved by the designated representative of the Jain Center.

Limitation of Liability

Applicant is responsible to carry his own Event Insurance Policy with minimum \$1 million liability coverage and JCSC is not liable for any accident, injury or loss to individuals or personal property.

- The applicant or the organization using the facility will be required to pay for any property or equipment damage, and theft, if any. The required amount will be based on the current cost of repair or replacement.
- 2. Applicant shall and does hereby indemnify, defend and hold harmless JCSC and JCSC's officers, directors, employees and designated representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties and reasonable attorney's fees and costs, that JCSC may incur or suffer and that arises, result from, or are related to any breach or failure of applicant and/or applicant's employees to perform any of the representations, warranties and agreements contained in this agreement.

12/02/2019 Page 7 of 9

I, the undersigned, have read the above stated rules and regulations, understand them fully, have received a copy of them, and agree to abide by them in total.					
Applicant's Signature:	Today's Date:				
Caterers and Applicants Undertaking Regar We (Caterer's Name) (Applicant's Name) requirements during the event on (Date) We understand and will abide by the guidelines for will be strictly Jain vegetarian only. Root vegetable Carrots, Turnips, Scallions, Chives, Leeks, and of Honey etc. will not be used in any of the food preparation.	have been contracted by for the food for food restrictions by JCSC. Food served es like, Potatoes, Onions, Garlic, Ginger, ther items like, Mushrooms, Eggplants,				
Caterer's Name:	-				
Signature:	Date:				
PN: For detailed list of restricted items and in case information please contact JCSC facility Coordinate	•				
Caterers not abiding by the JCSC food restrictions i	may not be allowed to cater in future for				

JCSC Facility Usage Rates

events held at JCSC.

No.	Facility	Check	Saturday	Fri &	Mon -	Remarks	Amount
				Sun	Thu		
1	Deposit		\$1000	\$1000	\$1000		
2	Main Hall		\$3000	\$2500	\$2000		
3	Classroom (each)		\$600	\$500	\$400		
4	Kitchen		\$600	\$500	\$400		
5	Foyer (behind		\$700	\$600	\$500		
	wooden temple)*						
6	Dining area only		\$400	\$300	\$200		
7	Table Chair Usage		\$200	\$200	\$200		
	& Set up						
8	Security Guard		\$300	\$300	\$300		
9	Cleaning		\$200	\$200	\$200		

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Estimated	Total u	sage	rees:		

12/02/2019 Page 8 of 9

NOTES:

- * Foyer charges are for major events such as engagement, wedding, birthday celebrations etc.
 - The above usage rates are for a continuous six-hour period with up to two more hours free for setup and winding up before and after the event. Cleanup at the end should be done within the allocated time, after that additional hour will be charged at prorated rates. Dining area usage is intended for dining purpose only.
 - Main Hall and Classroom charges include the use of the dining area (outside the kitchen)
 - The above charges do not include Audio/Visual equipment and must be arranged at least two weeks prior to the actual date of usage. The charges are subject to the exact requirements.
 - JCSC Life members get 20% discount as listed on items 2 to 6 for their own personal events only.
 - Additional discount of 20% on items 2 to 6 is available for avoiding Ratri Bhojan.
 - 50% premium in rates for commercial/business use.
 - For Holidays on Mon-Thursday, Fri & Sun rates will apply
 - Period of Advance reservation 1 year

Applicant's Name		
Applicant's Signature:		
JCSC Representative's Na	me:	
Signature:		

12/02/2019 Page 9 of 9