

GUJARAT CULTURAL ASSOCIATION OF NASHVILLE

www.gcanashville.com

FACILITY RENTAL AGREEMENT

TERMS AND CONDITIONS:

1. As per policy, GCA STRICTLY PROHIBITS the use of ALCOHOL, TOBACCO, MEAT, and possession of FIREARMS on its premises, unless expressly approved by the Board for allowance of alcohol and certain non-vegetarian food for, PRIVATE RENTAL USE ONLY. Failure to abide will result in immediate termination of this rental agreement, future rentals and forfeiture of Security Deposit.
2. All events MUST end by 12:00 am in order for clean-up and closure of the facility. If so permitted, alcohol bars MUST end by 11:30 pm, and there must be a reasonable number of bartenders based upon the number of individuals attending the event, and to comply with City Outdoor Noise Ordinance, music MUST end by 11:30 pm.
3. Pets on leashes may be part of a private event with prior approval and arrangements.
4. Voting Members have first right to rent the facility over Non-Voting Members, therefore, a notice will be sent to Voting Members immediately following the booking by a Non-Voting Member giving them 7 days to respond.
5. Voting Member rental strictly for GCA Voting Member on record.
6. Voting Members will be allowed to use the facility for up to 4 hours for **Baby Shower set-up purposes ONLY**, the day before the event, at **NO ADDITIONAL COST**.
7. Voting Members renting the facility for 3 or more days ONLY, on any given event, are allowed to use the kitchen for up to 4 hours, the morning following the last rental day, for tea and snacks for the family renting the facility.
8. Facility and its' contents are rented on a "as is" basis and hold GCA harmless and indemnify same for any unforeseen circumstances due to equipment malfunctions, accidents, and emergencies. If an Act of God were to occur preventing the event from taking place as scheduled, GCA will allow for the event to be rescheduled, pending availability.
9. GCA is **NOT** responsible or liable for loss of any stored personal property while on GCA premises. In order to allow for final clean-up and closure of the facility, all personal property must be removed at the conclusion of an event, unless if prior arrangements have been made, with the approval of the Hall Coordinator.
10. Renter is responsible, and will be billed, for all losses or damages, to the facility and contents, resulting from the event attendees.
11. All rental deposits are non-refundable unless approved by the Board.
12. Facility must be returned in the same clean condition as was provided to the Renter to avoid additional charges by GCA.
13. Facility rental is **NOT** confirmed until deposit is received and approved.

14. GCA is **NOT** responsible for contracting or arranging for hired help/contract workers or cleaning any area of the facility during private events. Adequate cleaning personnel shall be available on the property based on the following:
 - 100 people or less - 2 Cleaning personnel
 - Up to 300 people - 3 Cleaning personnel
 - Each additional 100 people – Add 1 Cleaning personnel
15. GCA Custodian is **NOT** responsible for monitoring hired help/contract workers during private events.
16. If so contracted, proper communication **MUST** be made directly between the Cook(s), Hall Coordinator, and Renter to detail the final cooking schedule and work delegation. If GCA Custodian is **NOT** hired to cater food, then a “**Custodian Fee**”, for each day, will be applied to anyone renting the GCA facility.
17. A qualified technician is **REQUIRED** to operate the PA Sound System and/or Video Equipment and any cost of Technician to be paid by the Renter.
18. Renter accepts terms, conditions and liability for use.
19. A Refundable Damage Deposit of \$1,001 is required by ALL Non-Voting Members; refundable after complete inspection by Hall Coordinator.
20. Parking at the Shute Lane property is **NOT** allowed, unless if otherwise permitted by the GCA at the discretion of the Hall Coordinator.
21. Security is required at all private events and any cost to be paid by the Renter.

TERMS AND CONDITIONS FOR ALCOHOL AND MEAT:

In addition to the foregoing conditions, the following terms and conditions shall apply if the Renter chooses to serve alcohol beverages and non-vegetarian food during their private event. The Renter agrees to indemnify GCA pursuant to the terms set forth below under INDEMNIFICATION.

22. All vendors must adhere to the terms of GCA’s guidelines, and it is the Renter’s sole responsibility to share these guidelines with all vendors.
23. GCA will provide the Renter a list of preferred and approved vendors that shall be used for all bar services, along with liability insurance requirements. The Renter shall provide event insurance with minimum liability policy limits of \$1,000,000.00 per occurrence, with GCA named as a secondarily insured party on the insurance. A Certificate of Insurance shall be provided to GCA before the use of the facilities by the Renter. Anyone who serves alcoholic beverages **MUST** be certified and licensed to do so. Storage of alcoholic beverages, 1 day prior to and/or after an event, inside GCA premises, is allowed, provided it is secured under lock and key.
24. The consumption of alcohol by minors is strictly prohibited. It is the Renter’s responsibility to furnish wrist bands or to provide an effective method to screen all guest consuming alcoholic beverages during an event.
25. All non-vegetarian foods must be provided by catering services. The cooking of non-vegetarian foods on premises is strictly prohibited. **Beef or pork is strictly prohibited on GCA premises.**
26. If so contracted during the private rental period, all non-vegetarian and alcohol consumption shall only be permissible inside the GCA facility; the consumption of non-vegetarian food and alcohol beverages is strictly prohibited inside or outside the GCA facility if the facility is rented for vegetarian and/or non-alcohol beverage use. GCA reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately, and Renter shall not receive any refund of the rental deposit.
27. Disposable utensils must be used when serving non-vegetarian items.
28. Additional security must be provided.

INDEMNIFICATION

Renter agrees to defend, indemnify, protect, and hold GCA harmless from and against any and all claims, judgments, actions, damages, liabilities, obligations, penalties, fines, taxes, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) of any kind whatsoever, including claims for personal injury, death, or property damage, arising from or related to the Renter's use of the GCA facility, arising from any person or entities involved in the use of the GCA facilities by the Renter, any claimed act, omission, or negligence of GCA, or any of its officers, directors, agents, contractors, employees, members, invitees, or licensees, and/or any accident, injury or damage whatsoever caused to any person, entity, or agency, occurring during the Renter's use of the facilities, or resulting therefrom (collectively referred to herein as a "Claim"). In the event that any Claim is brought against GCA by reason of any matter for which Renter has hereby agreed to indemnify GCA, Renter, upon notice from GCA, covenants to resist or defend such action or proceeding at Renter's sole cost and expense. Any assertion or finding of negligence, breach, or violation of law by GCA, shall not relieve Renter from its obligation to indemnify GCA hereunder.

PAYMENT TERMS:

A 50% rental deposit required from Voting Member and 100% required by Non-Voting Member at time of booking the facility; Estimated balance is due 7 days prior to Event; FINAL remaining balance due after Event. **FACILITY RENTAL IS NOT CONFIRMED WITHOUT DEPOSIT. GCA will not refund any transaction processing fees it incurs as a result of all electronically transmitted payments made by the renter.**

All TERMS AND CONDITIONS subject to change without notice

<p><i>For Office Use Only: Gujarat Cultural Association</i></p> <p>Hall Coordinator Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Payment Received: _____</p> <p>Notes:</p>	<p><i>Acceptance of Proposal</i> - I hereby accept the terms, conditions and fees set forth on this GCA Facility Rental Fee Schedule and Facility Rental Agreement.</p> <p>Renter Name & Address: _____ _____ _____</p> <p>Purpose of Event: _____</p> <p>Date(s) of Event: _____</p> <p>Renter Signature: _____</p> <p>Renter Phone: _____</p> <p>Renter Email: _____</p> <p>Date: _____</p>
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FACILITY RENTAL FEES

Section	RENTAL	DINING HALL	KITCHEN AREA	VOTING MEMBER RENTAL	Check "X" ▼	VOTING MEMBER RENTAL w/ A&M	Check "X" ▼	NON - VOTING RENTAL	Check "X" ▼	NON - VOTING RENTAL w/ A&M	Check "X" ▼
A	<u>Large Auditorium Hall</u>										
	1 Day Rental	✓	✓	\$2,501		In addition to Daily Rental Fee: \$1,500 Per Day for Dining Area		\$5,501		\$12,501	
	2 Day Rental	✓	✓	\$3,501			\$7,001		\$16,501		
	3 Day Rental	✓	✓	\$4,501			\$8,001		\$20,501		
Use of Kitchen and Dining <u>ONLY</u> prior to event for food preparation etc. is \$701 PER DAY											
B	<u>Religious Occassions</u>										
	Individuals/Family (BHAJAN ONLY)	✓	✓	\$501				\$1,501			
C	<u>Dining Hall Area ONLY</u>										
	1 Day Rental ONLY for Kankotri, B'Day, B'Shower, Anniversary, Sports Tournament	✓	✓	\$1,001		\$2,501		\$2,501		\$4,501	
Weddings and Reception Party NOT PERMITTED in Dining Hall; Voting Member ONLY - Up to 4 hrs use day prior, for B'Shower set-up ONLY, at NO CHARGE											
D	<u>Mandatory Charges for all Rentals</u>										
	Small Dumpster (less than 300ppl)					\$125				\$200	
	Large Dumpster (more than 300ppl)					\$525				\$650	
E	<u>Other Charges</u>										
	In addition to Daily Rental Fee: Dining in Main Auditorium			\$1,501 Per Day		\$2,500 Per Day		\$3,501 Per Day			
	Rectangular Table					NO CHARGE		\$5/event			
	Round Table					NO CHARGE		\$10/event			
	Mobile Bars					\$250 Daily / Per Bar		\$250 Daily / Per Bar			
	Outdoor Recreation Shed Use					\$500 1st Day (\$250 Each Additional Day)		\$500 1st Day (\$250 Each Additional Day)			
	Custodian Food Services (ON GCA PREMISES)					See Hall Coordinator		See Hall Coordinator			
	Custodian Fee (IF NOT HIRED TO CATER FOOD)					\$150 Daily		\$150 Daily			
A/V Equipment Use (TECH FEES Paid by RENTER)					\$500 Per Event		\$1,500 Per Event				
				TOTAL:				TOTAL:			

Payment Terms are as follows:

A DEPOSIT OF 50% BY VOTING MEMBERS & 100% BY NON-VOTING MEMBERS IS DUE AT TIME OF BOOKING THE FACILITY; ESTIMATED BALANCE DUE 7 DAYS PRIOR TO EVENT; FINAL REMAINING BALANCE DUE AFTER EVENT. \$1,001 REFUNDABLE DAMAGE DEPOSIT REQUIRED BY ALL NON-VOTING MEMBERS AT TIME OF BOOKING. GCA will not refund any transaction processing fees it incurs as a result of all electronically transmitted payments made by the Renter.

GCA Amended Facility Rental Fees, OFFICIAL 3.23.2023

Date _____

Signature Renter _____

Signature GCA _____

Contact:

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