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 any deposits made, as deemed necessary by the GCA Board.**

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. _____ _____

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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 / cleaning deposit of $1,000 is required at time of booking the facility; 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.

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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. GCA cocktail tables and coolers are ONLY provided free of charge to those renting the Mobile Bars from GCA.

25. 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.

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. Additional security must be provided.

- ***TERMS AND CONDITIONS FOR COOKING NON-VEGETARIAN FOODS***

28. A fee of $1000 per private event will be charged for the privilege to cook certain non-vegetarian food on GCA premises, in the designated cook area.

29. The cooking of certain non-vegetarian food during private event rentals is only allowed in the GCA outdoor recreational shed area, on GCA premises. **Beef or pork is strictly prohibited on GCA premises.**

30. The designated cook area is only available if the renter has reserved the facility for alcohol and meat to be consumed and served inside the GCA premises.

31. A refundable damage / cleaning deposit of $1,000, is required for cooking non-vegetarian foods on GCA premises. _____ _____

32. Alcohol serving and consumption is **NOT ALLOWED** in and around the cook area if the area is reserved and used for cooking. Event guests and social gatherings are not allowed in the cook area.

33. Storage of raw or cooked meat or seafood is **STRICTLY PROHIBITTED** inside the GCA premises, coolers or freezers. _____ _____

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34. The use of GCA's portable burners/gas cylinders and indoor tables and chairs are **NOT ALLOWED** in areas where non-vegetarian foods are cooked.

35. Host is responsible for providing all pots/pans, utensils, serve-ware and necessary essentials related to cooking and serving of certain non-vegetarian foods. Disposable utensils must be used when serving non-vegetarian items.

36. Renter is responsible to coordinate an offsite wash area for all meat related cookware and serve-ware after use.

37. It is the renter's responsibility to assure that the entire cook area is thoroughly washed after use. All surfaces, including GCA's picnic tables, must be properly cleaned with warm soapy water and scrub brush to remove any residue, **THEN SANITIZED** to remove any harmful bacteria.

38. All garbage containers must be empty and washed and food waste and food scraps must be properly disposed of responsibly and effectively to avoid bad odors and unwanted rodents. **DO NOT** dispose of raw or cooked food in the lawn area.

39. It is the renter's responsibility to remove all personal property from the cook area to allow for final clean-up.

ENFORCEMENT AND FINANCIAL PENALTY FOR VIOLATIONS

The GCA Board will conduct a review of any reported violations. To ensure compliance with these provisions, any violation of the GCA's meat and alcohol policies will result in the following penalties:

- First violation will result in immediate forfeiture of the damage / cleaning deposit. _____ _____
- For severe or repeated violations, GCA reserves the right to suspend or permanently revoke rental privileges for any individual or organization found in repeated or severe non-compliance. The violating party will be given a written notice and an opportunity to respond within seven (7) days before additional penalties are imposed, as deemed necessary by the GCA Board.

CANCELLATION AND REFUND

There will be a full refund of all deposits paid, if the cancellation occurs 90 days prior to the scheduled start of the event. There will be a 50% refund of all deposits paid, if the cancellation occurs 60 days prior to the scheduled start of the event. There will be no refund of any deposits if cancellation occurs within 60 days prior to the scheduled start of the event. **All event cancellations and request for refunds must be submitted via email, by the Renter, to the Hall Coordinator. All event refunds must be approved by the Board before processing. Refunds are issued by check only and, if approved, are processed within 30 days of date of the requested cancellation.**

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,

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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:

Event deposits and payments are accepted by check or cashier's check ONLY and made payable to Gujarat Cultural Association. 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 7 days after Event. $1,000 REFUNDABLE damage / cleaning deposit required at time of booking. **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

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

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