

# CULTURAL CENTER • 1882 McGaw, Irvine Vaishnav Samaj of Southern California

**501 (c) (3) nonprofit organization. Federal Tax ID: 81-3502442** Tel: 949-302-7403 Email: info@irvinehaveli.org

## **FACILITY USAGE APPLICATION & AGREEMENT**

APPLICATION							
Applicant Name:	Phone Number:						
Email:	Organization:						
Mailing Address (for return of s	ecurity deposit):						
Date of Event		Attendance (adults &	& children):				
	art Time (before set-up): End Time (after clean-up):						
Activity Name/Description: _							
Areas Requesting for Usage:	( ) Stage ( ) Room 102	<ul><li>( ) Kitchen</li><li>( ) Audio wireless</li><li>( ) Room 103</li><li>( ) Room 202</li></ul>					
How many needed (if any):	# Tables	# Chairs					
For Cultural Center of Vais Security Deposit \$		<u>`</u>	C) Use Only Check #				
**Security Deposit is requir	ed to book this res	servation.					
If not received by due date, Security Deposit, Usage Fee	reservation will be	e cancelled without notic due at booking, Proof of	rior to event on: e. For reservations within 30-days, Insurance is due 2 business days after. Check #				
Cleaning Fee \$		Received Date	Check #				
Proof of Insurance Receive	ed Date:	Who Verified:					
	ree to abide by th	em in full. I understand	AGREEMENT and USAGE RULES the Security Deposit, Usage Fee, vs of event.				
Applicant Signature:		Today	's Date:				

#### **AGREEMENT**

I, the undersigned, on behalf of myself (individual applicant) and the above named organization, hereby agree to the following:

- 1. I will only use the reserved areas of the facility as listed on the Application, and only during the time period between the Start Time and End Time listed on the Application.
- 2. I have received and read the VSSC FACILITY USAGE RULES & REGULATIONS, which are attached to this Application and Agreement as pages 4 through 6. I will abide by and enforce all VSSC rules and regulations at my event and during my usage of the facilities to all persons and vendors involved during my usage of the facilities and grounds.
- 3. I will indemnify and hold harmless the Vaishnav Samaj of Southern California and any of their officers, agents, employees, volunteers, and the property owners from any liability or claim or action for damages or injuries resulting from or in any way arising out of the use of the facility. Applicant will take full responsibility for any damage, theft, loss, or injury that occurs during their use of the facilities.
- 4. I understand and accept that cancellations within 30-days of event will result in no refunds and all cancellation requests must be provided in writing to the front office or by email to info@irvinehaveli.org, stating my name, phone number, the event, date, time, and room(s) reserved. Security Deposit and any other refunds where applicable will be sent within 15 business days of the cancellation, or the event date.
- 5. I understand that failure to abide by the rules and regulations may result in loss of Security Deposit, future reservation opportunities, or an early shutdown of my event by a VSSC representative or other legal authority.

I, the undersigned,	further agree that	t I have read	l and fully	understand	l the terms	of the	agreement as	listed	l above
and agree to abide	by them in total.								

Applicant Signature:	Today's Date:				
Applicant Name:	Phone:				

#### **USAGE RULES & REGULATIONS**

## Rules and Regulations Governing the Use of Cultural Center of VSSC Facilities

We appreciate your choice to have your event at the Culture Center of Vaishnav Samaj of Southern California, Inc. (a nonprofit California corporation here after also referred as Vaishnav Samaj or VSSC). We at Vaishnav Samaj would like you to have a pleasant experience and we will do our best to provide you with quality services and facilities. We kindly ask you to follow our rules and regulations to ensure a safe and enjoyable event as well as to maintain quality facilities and a good professional relationship.

#### Permission of Use & Reservation

Reservations for use of the facility may only be made by an adult, age 25 and over, with the following steps:

- 1. Complete and sign both the Application and Agreement, and submit either in person to the front office or scan and send by email to info@irvinehaveli.org.
- 2. Once availability is confirmed for your requested date, time, and room(s), you may book your reservation by providing the Security Deposit as written on the Application. Reservations are booked on a first-come, first-served basis.
- 3. Full payment of Usage Fee and Cleaning Fee, and Proof of Insurance are due no later than 30-days prior to your event date. Failure to do so will result in a cancellation of your reservation and no refund of your Security Deposit.
- 4. Reservations made within 30-days of your event, require full payment of Security Deposit, Usage Fee, and Cleaning Fee at the time of booking. Proof of Insurance is due within 2 business days thereafter.
- 5. All checks should be made payable to Vaishnav Samaj of Southern California.
- 6. Cancellations within 30-days of the event will receive No Refunds.

  Cancellations made earlier than 30-days before event may receive up to a full refund.

  Cancellations must be made in writing to the front office or via email to info@irvinehaveli.org.
- 7. VSSC may cancel reservation for any natural disaster or local hazards that make the facility unsafe and/or unusable. In such cases, part or all of the refund will be issued.
- 8. VSSC reserves the right to end any event if there is a threat to safety, security, or property; or if there is a blatant disregard of the rules, regulations, and laws.
- 9. Security Deposit will be refunded if the event was executed as per the Application and the Rules & Regulations, and if there is no damage or loss of property, and if facility is left in a tidy condition with all trash removed as confirmed by the assigned VSSC representative.

Vaishnav Samaj facilities are designated for social, cultural, religious or any good cause functions. Facilities may not be reserved for uses that are inconsistent with Vaishnav Samaj values. Permission and approval of use may not be transferred, assigned or sublet.

# Start Time & End Time of Usage

At the Start Time of your event per your Application, a designated VSSC representative will admit the person who has signed this Application form or his/her designee. At the specified End Time, applicant must check in with the VSSC representative before leaving the premises so that the facilities may be secured upon departure.

Any extra time needed beyond the Start Time and End Time must be requested in advance, and if room(s) are available, it will be granted at the current usage fees. Extra time used without prior approval will result in an extra charge of 150% of the current usage fees.

#### **USAGE RULES & REGULATIONS continued...**

## Liability and Proof of Insurance

## Proof of Insurance is required 30-days prior to your event date.

Applicant is responsible to carry their own Insurance Policy with minimum \$1 million liability coverage for any damage or injuries that may occur during their usage of the facility and grounds at 1882 McGaw Avenue, Irvine.

As part of this Agreement, the applicant is responsible for any apparent or non-apparent damage of any kind, loss, theft, or damage to VSSC facilities, equipment, or property or any injury obtained on the premises of VSSC. The same responsibilities lie upon the applicant even if caused by their guest, volunteer, or vendor. 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.

The event insurance needs to cover all the areas that fall under the applicant's responsibility. The insurance coverage must also indemnify VSSC 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 VSSC facilities or grounds.

#### If you need insurance, please consider this referral:

Insurance Referral: Mr. Keith Ketariya

Farmers Insurance 1307 W. 6<sup>th</sup> Street #105 Corona, CA 92882 Phone: (951) 736-1234

If you already have insurance for your event, you must add the following to your coverage: Vaishnav Samaj of Southern California, property owner at 1882 McGaw Avenue in Irvine, and affiliates.

Proof of Insurance can be brought into the front office or it can be scanned and emailed to info@irvinehaveli.org. Please include your name, event date/time, and your phone number.

If you do not have any insurance, and cannot afford the event insurance policy, you may take the Waiver Option for \$50 and abide by all the requirements. The Waiver Option requires that every individual at your event will fill out and sign a Waiver to indemnify and hold harmless VSSC, property owners, and affiliates for any damage or injury. It requires the applicant to assume all responsibility for any damage, loss, theft, or injury that occurs to any persons or property during the event. The \$50 fee is to cover the administrative cost of this option. It is the applicant's responsibility to collect all attendees' signatures upon arrival at the event. Parents must sign for kids under age 18. Applicant must submit the signed Waivers to VSSC before End Time of your usage.

**Please contact Neha at 949-409-1297** if you would like to use the Waiver Option in place of Proof of Insurance. The due dates are the same as for Proof of Insurance in order to keep your reservation.

#### **USAGE RULES & REGULATIONS continued...**

## Specific Facility Use Regulations

The applicant or the designee must be present from the Start Time of use, during the event and until the End Time of the event to return the possession of the facilities to VSSC.

The applicant/organization must ensure that the facilities including all equipment and accessories are left as found prior to start of the event. A full wipe down and proper storage of all VSSC belongings are required.

Children must be supervised by an adult at all times and may not be left unattended on the premises of the property, both inside and outside. No animals are permitted on the premises.

Kitchen area is for storing, warming, assembling, and serving food. No actual cooking is allowed. No other indoor area can be used for handling food. All areas used must be wiped up, floor swept, with trash removed. No mopping is required. A professional deep cleaning will be done after use of the area.

All heating, air-conditioning, lighting, electrical and mechanical system(s) will be controlled by VSSC.

All decoration plans must be communicated to VSSC in advance. Use of any damaging materials: strong 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. Decoration material must be kept away from the light fixtures. The applicants or any members of their party shall not rearrange any VSSC decorations or fixtures.

Footwear (shoes, chappals, etc.) is allowed within the Cultural Center and outside areas; however, footwear is NOT allowed inside the Temple area of the building.

All required unloading and loading shall be done efficiently and driver of the vehicle must be present at all times. All vehicles must use the designated parking areas and must follow local government rules and regulations. Any illegally parked vehicle will be towed at owner's expense.

For large attendance, we ask you have two designated people to direct incoming cars for drop off and for parking in only the marked spots on the premises. Additional parking is available if needed, please ask a VSSC representative to give you the currently available options.

All trash from your facilities usage must be removed and may be placed in the trash dumpster located at the end of the parking lot. If your area of use is not swept and picked up sufficiently with all trash removed, VSSC reserves the right to utilize your deposit for trash removal.

Smoking, consumption of any kind of alcohol or recreational drugs, and gambling are strictly prohibited within the boundaries of all Vaishnav Samaj facilities including restrooms, parking lot, and surrounding grounds. No exotic (vulgar, striptease) dances or performances shall be conducted on the premises.

Use of small candles or aarti is allowed only under strict conditions set forth by VSSC. Flame must be very small, with very little or no smoke so that smoke cannot be detected by the facility's automatic sprinkler system. If the sprinkler system detects smoke, it will spray water on the entire area. VSSC is not responsible for any resulting loss/damage from the sprinklers. Your security deposit will be used to cover any VSSC losses/damages.

#### **USAGE RULES & REGULATIONS continued...**

#### Rules and Restrictions for Food

- 1. Only vegetarian foods can be prepared and/or served on the Vaishnav Samaj premises. Any type of meat, or foods containing onion or garlic cannot be served on the Vaishnav Samaj premises.
- 2. Food and drinks can only be served and consumed in cultural center area that you have reserved. VSSC may make an exception to allow food in other areas with prior written permission. Any paper goods, plastic or silverware, water jugs, napkins, and other accessories needed will be the responsibility of the applicant.
- 3. To cater any food within the Vaishnav Samaj facility, the caterer must be pre-approved by the VSSC. The caterer must be familiar with the VSSC rules, regulations, and restrictions of food and facility usage. Caterers should provide an undertaking as per page 7 duly signed by them.

## Rules for Cleaning

- 1. The facility must be returned in the same condition in which it was received by the applicant.
- 2. Floors must be swept, all spills must be wiped up, and all items brought in must be removed. Failure to do so will result in extra cleaning charges deducted from your deposit.
- 3. No chemical cleaners can be used for wiping up floors and counters—only soap and water may be used. Any repairs needed due to damage to countertops and floors, including discoloration or scratches, will be deducted from your deposit.
- 4. The Cleaning Fee required on main hall usage covers the professional deep cleaning that is done by VSSC after your usage. This is done to maintain the highest standards of cleanliness of the facilities with minimal risk to damage to the tiles, countertops, appliances, and equipment.
- 5. All trash must be collected in trash bags and removed from the facility. You may use the trash bin at the back of the parking lot.
- 6. All tables and chairs used during the event must be cleaned and returned to their original storage places.
- 7. Applicant is responsible for removing all of their decorations, belongings, food and trash from the kitchen area and the VSSC premises.
- 8. A tour of the facility with a designated VSSC representative is required, both before and after the event, in order to agree on the condition of the premises. Deposits will be returned only after a VSSC representative confirms the condition left by the applicant.
- 9. ALL CLEAN UP MUST BE COMPLETED PRIOR TO THE ENDING TIME NOTED ON THE APPLICATION.

Upon receiving the signed the Application and Agreement, VSSC assumes that the applicant has agreed to abide by all the rules and regulations listed above, and understand that failure to do so may result in loss of Security Deposit, future usage opportunities, and/or an early shutdown of the event.