



Vaishnav Samaj of Southern California

501 (c) (3) nonprofit organization. Federal Tax ID: 81-3502442

1882 McGaw, Irvine, CA 92614

Tel: 949-302-7403

Email: info@irvinehaveli.org

FACILITY USAGE APPLICATION & AGREEMENT

APPLICATION

Applicant / Contact Person: _____

Phone Number: _____ Email: _____

Organization: _____

Mailing Address: _____

Activity Name: _____

Activity Description: _____

Date of Usage: _____ Total Attendance (adults & children): _____

Start Time (including set-up): _____ End Time (including clean-up): _____

Areas Needed: Main Hall Kitchen Foyer at McGaw Entrance
 Room 101 Room 102 Room 201 Room 202 Room 203

How many needed (if any): # Tables _____ # Chairs _____

Mark items you will have: Food Water/Beverages Candles or Small Open Flame

List any electrical equipment or vendors you may be using: _____

I, the undersigned, agree that I have read and understood the attached Vaishnav Samaj of Southern California AGREEMENT and agree to abide by all USAGE RULES & REGULATIONS if my application is approved. Upon approval of this application, I understand that I need to provide the full Security Deposit, full Usage Fee, and Proof of Insurance before my reservation can be confirmed by VSSC.

Applicant Signature: _____ **Today's Date:** _____

VSSC Office Use Only

Application Approved by _____

Conditions of Reservation:

• Total Usage Fee \$ _____ • Security Deposit \$ _____

• Proof of Insurance • Other Items _____

Application NOT approved

Applicant informed on date _____

Vaishnav Samaj of Southern California (VSSC)
1882 McGaw Avenue, Irvine, CA 92614

AGREEMENT

I, the undersigned, on behalf of myself (individual applicant)/the above named organization, hereby agree to indemnify and hold harmless the Vaishnav Samaj of Southern California and any of their officers, agents, employees, or volunteers 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. Said individual applicant/organization will accept all responsibility for any damage to the premises, furniture, equipment, or ground, or any injury to any persons resulting from use of the facility. Use of the facility includes the usage of the parking lot and all areas on the premises of the property at 1882 McGaw Avenue.

1. The availability of the facility will be confirmed, and the terms of usage will be reviewed and either approved or denied by the Vaishnav Samaj of Southern California within 10 working days after submission of completed application.
2. Upon receipt of the approved application, the full amount of the Usage Fee, the Security Deposit, and Proof of Insurance must be provided to hold the reservation.
3. Reservation will be confirmed upon VSSC's deposit of the Usage Fee and Security Deposit, and verification of Proof of Insurance. Reservations are confirmed on a first-come, first-served basis.
4. Cancellation policies:
 - a. Cancellations more than 60 days prior to the event will be refunded in full.
 - b. Cancellations between 30 and 60 days prior to the event, 50% of payment will be refunded.
 - c. Cancellations within 30 days of event will have no refunds.
5. Please make two separate checks - one for the Usage Fee and the other for the Security Deposit. Please make all checks payable to **Vaishnav Samaj of Southern California**. Note that all checks will be deposited upon receipt. Cancellation return of funds and/or Security Deposits after the event will be returned within 10 working days or the cancellation or end of event.

I, the undersigned, further agree that I have read the Vaishnav Samaj of Southern California USAGE RULES & REGULATIONS, understand them fully, and agree to abide by them in total.

Applicant Signature: _____ Today's Date: _____

Applicant Name: _____ Phone: _____

VSSC Office Use Only	
Total Usage Fee:	
\$ _____	Check # _____ Date: _____
Security Deposit:	
\$ _____	Check # _____ Date: _____
Proof of Insurance:	Name of Insurer: _____
	Coverage confirmed by : _____
<input type="checkbox"/> Reservation Confirmed	<input type="checkbox"/> Applicant notified on: _____
or Denied	

Vaishnav Samaj of Southern California (VSSC)
1882 McGaw Avenue, Irvine, CA 92614

USAGE RULES & REGULATIONS

Rules and Regulations Governing the Use 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 very pleasant experience from the first step of early planning stages all the way up to the last moments of your event. We will do our best to provide you with 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 also respect the Vaishnav religious values. Following rules and regulations have been developed for your safety and enjoyment, as well as to maintain a top-notch facility and professional-level service.

Permission of Use

Reservations may be made by an adult, age 25 and over, with the following steps:

1. Fill out the VSSC Facility Rental Application & Agreement in full. Sign on pages 1, 2, and 6, and submit the completed application in person (not by fax nor phone or not by any other means).
2. Your application will be reviewed by the VSSC Culture Center Committee and your total fees for usage/rental and security deposit will be listed on the approved application. We have the right to deny any application for any reason. VSSC reserves the right to cancel or shut an event for any misleading information provided by the applicant or for any improper or illegal behavior of its attendees.
3. Once application is approved, you must to submit the following items in person:
 - a. Full amount of security deposit as listed on the approved application
 - b. Full amount of the rental cost as listed on the approved application
 - c. Proof of Insurance that shows coverage up to \$1,000,000.
4. Reservation is confirmed when all payments have been deposited and proof if insurance is verified. Reservations are made on a first-come, first-served basis. A signed copy by a representative of VSSC will be sent to you as your confirmation. VSSC may cancel reservation for any natural disaster or local hazards that make the facility unsafe and/or unusable.

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 philosophy. Permission and approval of use may not be transferred, assigned or sublet. Permits are issued and approved for specific area(s) of the complex to use and only for a specific predefined event and duration as mentioned in the application approved by VSSC.

The applicant is responsible for any apparent or non-apparent damage of any kind, removal, loss or damage to VSSC equipment, accessories 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. **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. Proof of insurance is required for approval of this application. If you need insurance, please consider this referral:**

Insurance Referral: Mr. Keith Ketariya
Farmers Insurance
1307 W. 6th Street #105
Corona, CA 92882
Phone: (951) 736-1234

Specific Facility Use Regulations

The applicant or the designee must be present from the beginning of reservations, during the event and until the end of the event to return the possession of the facilities. 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.

Minors must be supervised by an adult at all times. Children must not be left unattended on the premises of Vaishnav Samaj. No animals are permitted on the premises of Vaishnav Samaj.

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.

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

All decoration plans must be submitted to VSSC for prior approval. Use of any 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 fixture and must be fireproof. The applicants or any members of their party shall not rearrange any VSSC decorations or fixtures.

Decoration, set up, and clean up must be completed within the approved time. Any additional time used past the reserved hours will be billed. Applicant is responsible for closing all the doors and windows.

Footwear (shoes, chappals, etc.) is not allowed inside the Temple area 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.

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 and must follow local government rules and regulations. Any illegally parked vehicle will be towed at owner's expense.

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.

Specific permission must be obtained in advance for the use of any audio/video/sound system. The vendor providing such services must be pre-approved by VSSC. The level of amplification and timing may be limited by city regulations and/or neighborhood courtesy. No web-casting or similar use is allowed.

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 candles or open fire is allowed only under strict conditions set forth by VSSC. Permission must be obtained by VSSC for any open flame used during weddings or any other event. Flame must be very small, with very little or no smoke so the sprinkler system does not engage and spray water. VSSC is not responsible for any resulting loss/damage from the sprinklers. Your security deposit will be used to cover any VSSC losses/damages.

Overall Observance

1. The applicant/organization assumes all liability (a) for the use of the VSSC facilities, (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, regulations, and laws.
2. All VSSC rules, regulations and guidelines etc. are subject to change without prior notice.

Reservations, Fees, Deposits, Insurance and Cancellation

1. Reservations are first-come, first served basis.
2. Application must be submitted and approved before any fees are collected.
3. Approved Application confirms approval of your event on specified date and time. It does not guarantee reservation until Security Deposit, Usage Fees, and Proof of Insurance are received by VSSC.
4. Amounts for Security Deposit and facility Usage Fee will be listed on the Approved Application.
5. All checks shall be made payable to "Vaishnav Samaj of Southern California".
6. **Payment must be made by personal check, money order, or cashier's check.** There will be a \$25 charge for any returned checks.
7. Cancellations within 30 days of rental, full amount of Usage Fees will be kept with Security Deposit.
8. Cancellations between 30 and 60 days, only 50% of the Usage Fees will be refunded.
9. An administrative service fee of \$10 will be collected for all cancellations made over 30 days prior to the event. Cancellations within 30 days of the event will incur an administrative fee of \$25.
10. The Security Deposit will be refunded if the event was executed as approved in the application, and when there is no damage or loss of the property, and facility is left in a clean condition and all trash is removed as confirmed by the assigned VSSC representative.
11. Vaishnav Samaj reserves the right to charge additional fees against the Security Deposit if attendance at the event is more than specified in the Approved Application.
12. Staying past the end time specified on the Approved Application (regardless of any reason), or any other variances from the Approved Application will result in additional fees charged to the security deposit.
13. Applicant is responsible for any damage to the building, furniture, fixture or equipment arising from the occupancy or the use of Vaishnav Samaj facilities.
14. All outside vendors must be approved by VSSC prior to the event. **Any subcontracted vendor for the event must have liability and worker's compensation insurance.**
15. Deposits will be refunded within 4 weeks after the completion / cancellation of the event date.
16. Insurance – All insurance certificates must be the original documents for the amount of at least One Million Dollar (\$1,000,000), which holds the VSSC harmless for any damage or injury. The certificate must 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.
17. Security guards – There may be a separate charge for security guards that may be provided by VSSC. Their time will start an hour before the event and continue till the end of the event including clean up time.
18. Failure to abide by any of the rules and regulations outlined here or the local, state, and federal ordinances may result in a shutdown of your event by a VSSC representative. It may also result in additional fees.

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.**

Start & End of Usage Time

A designated VSSC representative will admit the person who has signed this application form or his/her designee at the rental start time specified on the application. 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.

Rules for Cleaning

1. The applicant must be present during the entire time of the event. A designated VSSC representative will admit the person who has signed this application form or his/her designee at the rental start time specified on the application. At the specified end time, applicant must check in with the VSSC representative before leaving the premises so that the facilities may be reviewed and secured upon departure. Any additional time past the specified end time will be charged to the applicant and will be taken from the security deposit.
2. The facility must be returned in the same condition in which it was received by the applicant.
3. 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.
4. 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.
5. The Cleaning Fee required on main hall usage covers the professional deep cleaning that is done by VSSC after your rental concludes. 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.
6. 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.
7. All tables and chairs used during the event must be cleaned and returned to their original storage places.
8. Applicant is responsible for removing all of their decorations, rearrangement of chairs and tables, and removal of leftover food from the kitchen area and the VSSC premises.
9. 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 signed copy of the checklist has been reviewed and approved by the designated representative of the Vaishnav Samaj.
10. ALL CLEAN UP MUST BE COMPLETED PRIOR TO THE ENDING TIME NOTED ON THE APPLICATION.

Limitation of Liability

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

1. 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 VSSC and VSSC'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 VSSC 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.

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 Signature: _____ Today's Date: _____

Applicant Name: _____ Phone: _____