

# HALL DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made by and between the **NIGERIAN AMERICAN MUSLIM INTEGRATED COMMUNITY, INC.** (hereinafter "NAMIC") and \_\_\_\_\_ (hereinafter the "Renting Party"). NAMIC and the Renting Party collectively may be referred to as the "Parties."

## Recitals

NAMIC desires to rent out the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

## Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the first floor of NAMIC (the "Hall") located 801 Dean Street, Brooklyn, NY 11238 including the restrooms, tables, chairs, lights, and coat closet normally assigned for use by renting parties. Under the terms of this Agreement, the Renting Party is **not** permitted use of the (a) the public address system, (b) any audio/visual equipment located in the Hall, or (c) any other equipment and/or utensils in the Hall's commercial kitchen not specified in this paragraph.
2. **Rental Period.** The Renting Party shall have the use of the Hall on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at \_\_\_\_:00 \_\_.M. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.
3. **Rental Donation.** The Donation for the Rental Period shall be \$1900.00 (which includes \$1200.00 for the "Rental Donation" plus \$300.00 for Cleaning Deposit and \$400.00 for Security Deposit) payable in full to Nigerian American Muslim Integrated Community, Inc. (NAMIC) via certified check or money order thirty days in advance of the Rental Period, or if less than thirty days, upon the execution of this Agreement.
4. **Rental Hold/Security Deposit.** Included in the Rental Donation above is a \$200.00 --Rental Hold/Security Deposit" -- upon execution of this Agreement to secure the Renting Party's intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other part of NAMIC. Only after NAMIC has determined that the Hall, its contents, and NAMIC building and grounds are free of damage arising from or related to the Renting Party's rental of the Hall will this, or a portion of this, be refunded. Upon demand from NAMIC, the Renting Party shall immediately pay NAMIC the cost to repair any damage in excess of the Rental Hold/Security Deposit.
5. **RESPONSIBILITY OF TENANT.** The Renting Party agrees to assume full responsibility for the conduct of its members, agents, participants, customers, employees and guests, and all

other persons who visit or use the facility in connection with Renting Party rental thereof. The Renting Party further agrees by initialing below that "No guest of the Renting Party" will hang outside 801 Dean Street or anywhere on the Block between Grand and Washington Avenue.

Initial \_\_\_\_\_

6. **Maximum Capacity.** No more than five hundred (500) persons shall be permitted in the Hall at one time.

Initial \_\_\_\_\_

7. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Hall. No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Hall or on the grounds outside of NAMIC.
8. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, NAMIC must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.
9. **Damage:** The Renting Party is responsible, and upon demand shall pay NAMIC, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by NAMIC.
10. **Cleaning of Hall.** Renting Party agrees that all activities must end by \_\_\_\_\_ M. and the premises vacated by all occupants so as to allow for completion of cleaning of the building by \_\_\_\_\_ M.
11. **Use of Hall Kitchen.** (Upon approval and additional \$ \_\_\_\_\_ cost applies)

If the Renting Party uses the Hall Kitchen, it shall:

- a. remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period;
- b. clean all counters and surface work areas in the Hall Kitchen, including any food spilled in the food warmer or refrigerator;
- c. sweep the Hall Kitchen floor;
- d. not put any grease, lettuce, celery, coffee grounds corks or metal objects in the garbage disposal;
- e. turn off all appliances at the end of the Rental Period;
- f. remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period;
- g. not use any NAMIC pots, pans, any other cooking utensils, the Hall Kitchen coffee machines or any equipment or material stored in Hall Kitchen cabinets or storage areas; and
- h. have present in the Hall Kitchen a licensed food handler; and
- i. provide NAMIC five days prior to the Rental Period the name of the licensed food handler and a copy of the food handler's license.

Failure to comply with sub-paragraph h. or i. will result in the Hall Kitchen being closed for the Rental Period.

12. **Acts Beyond NAMIC's Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render NAMIC's fulfillment of this Agreement impossible, then this Agreement shall terminate, and NAMIC shall pay the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Donation and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.
13. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.
14. **Scheduling.** NAMIC retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.
15. **Advertising.** Absent express written consent from NAMIC, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or NAMIC.
16. **Access to Premises.** NAMIC reserves for its members, representatives, and agents free access and right to enter any portion of the Hall.
17. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless NAMIC and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Hall.
18. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.
19. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.
20. **Alcoholic Beverages.** NO ALCOHOLIC Beverages are to be consumed inside and outside the hall.
21. **Smoking.** All buildings are "non-smoking" facilities. Smoking is prohibited within 20 feet of main entrances, exits and operable windows. All users must comply with current smoking laws.
22. **Youth groups** must have adult chaperones present at all times.
23. **Illegal gambling** is prohibited in the building or on the grounds.

I, \_\_\_\_\_ (renter), hereby agree to use Nigerian American Muslim Integrated Community, Inc. Hall and/or grounds upon the following TERMS AND CONDITIONS and in a manner consistent with attached **NIGERIAN AMERICAN MUSLIM INTEGRATED COMMUNITY, INC. HALL RENTAL AGREEMENT.**

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Number of Expected Attendance: \_\_\_\_\_

Date Rental Paid: \_\_\_\_\_

(Make Check Payable to Nigerian American Muslim Integrated Community, Inc. or NAMIC)  
Date Deposit Paid: \_\_\_\_\_

(Make Check Payable to Nigerian American Muslim Integrated Community, Inc. or NAMIC)

My Address: \_\_\_\_\_

My Telephone Number: \_\_\_\_\_

My e-mail address: \_\_\_\_\_

### **CLEANING UP AFTER EVENT**

1. Remove all decorations from the hall.
2. Wash all table tops and leave tables standing.
3. Empty all waste baskets (**place recyclable cans and glass in appropriate containers**), and place **ALL** trash in plastic bags (provided) and put trash bags in designated areas.
4. Wipe off any chairs as needed; fold and return to stackers.
5. If beverage has been served and there is spillage on the floor, **it is the responsibility of the renter** to see that the floors are wiped up. Sticky floors are not acceptable, if you wish to have your cleaning deposit returned. Sweep hall floor thoroughly.
6. If the kitchen has been used, make sure everything is returned to its original order, including wiping counters, stove, sweeping floor, etc.

### **For Office Use Only.**

- (a). Check that the Hall Rental Application is fully completed.
- (b). Make sure that Renting Party read and initial paragraphs 2 through 10, 13 and paragraphs 18 through 23 of the Hall Rental Agreement.
- (c). Make sure checks or money order is made payable to NAMIC

Rental Agreement	\$ 1200.00
Cleaning Deposit	\$ 300.00
Security Deposit	\$ 400.00
<b>TOTAL</b>	<b>\$ 1,900.00</b>
Less Deposit	
Balance due	\$