



# India Cultural Center of Utah

Non Profit Organizations under IRS Code 501(c)(3)  
ICC Tax ID # 87 067 6460

1142 West 10400 South, S. Jordan Pkwy, South Jordan, UT 84095 Tel 801 254 9177  
Email: utahindiacc@gmail.com \*\*\* <http://www.sghtu.org/ICC>

## FACILITIES RENTAL APPLICATION

Name of Renter/Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell)

Email: \_\_\_\_\_

Use/Rental Date: \_\_\_\_\_ No. of Guests expected: \_\_\_\_\_

**Please see user document for rental fees, cleaning and damage deposit.**

### Rental Options:

- |   |            |   |          |   |
|---|------------|---|----------|---|
| <input type="checkbox"/> Auditorium only      | From _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | To _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> Auditorium & Kitchen | From _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | To _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> Meeting Room         | From _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | To _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |

### Name of Event:

\_\_\_\_\_

### Event Details:

Event Type (check all applicable)

- |                                    |                                      |                                    |  |                                      |
|------------------------------------|--------------------------------------|------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Religious | <input type="checkbox"/> Cultural    | <input type="checkbox"/> Political | <input type="checkbox"/> Social          | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Ticketed  | <input type="checkbox"/> Fundraising | <input type="checkbox"/> Sponsored | <input type="checkbox"/> Other [Explain] | _____                                |

Will you be using ICC sound system?  Yes  No

Are you bringing food for distribution?  Yes  No

Food Will be  Catered  Self Prepared in Home  Other \_\_\_\_\_

Name of Caterer \_\_\_\_\_

Applicant/Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant/Representative's Name: \_\_\_\_\_

**India Cultural Center of Utah**

**RENTAL AGREEMENT**

This agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between India Cultural Center of Utah, a Utah non-profit organization (herein after referred to as "ICC"), located at 1142 W, S. Jordan Pkwy, South Jordan, Utah (the "Facility") and \_\_\_\_\_ (herein after referred to as "Renter"), whose primary contact and address is \_\_\_\_\_.

It is understood and agreed that no reservation, confirmed or otherwise, shall be binding on ICC unless this Agreement is signed by ICC and Renter and all amounts required to be paid by Renter to ICC pursuant to this Agreement have been received by ICC. ICC reserves the right to decline the rental of the Facility to anyone.

It is agreed between the parties hereto as follows:

I. **CONTRACTED RENTED AREA:** ICC hereby rents to Renter and Renter rents from ICC, per the terms and conditions in this Agreement and subject to the Terms and Conditions Governing Use of India Cultural Center Building, attached hereto as Exhibit A (the "Terms and Conditions") and incorporated herein by this reference, the following portions of the Facility:

Rental Options:

- Auditorium only                      From \_\_\_\_\_  AM  PM                      to \_\_\_\_\_  AM  PM
- Auditorium & Kitchen              From \_\_\_\_\_  AM  PM                      to \_\_\_\_\_  AM  PM
- Meeting/Class Room                From \_\_\_\_\_  AM  PM                      to \_\_\_\_\_  AM  PM

Rental Date: \_\_\_\_\_ (the "Reservation Date") No. of Guests expected: \_\_\_\_\_

II. **COST.** Renter will pay ICC a rental fee (the "Rent") in accordance with the provisions set forth in the Rules. The parties agree that [the Rent shall be \$ \_\_\_\_\_] OR [because the event is teaching and promoting Indian culture at no cost to its participants that there will be no Rent charge]. In the event Renter is obligated to pay Rent, immediately following the execution of this Agreement, Renter shall deliver to ICC 50% of the Rent. The balance of the Rent shall be delivered to ICC at least 30 days before the Reservation Date.

III. **ICC REPRESENTATIVES.** ICC representatives shall have the right to inspect or attend all events at the Facility.

IV. **USE OF FACILITY.** Renter shall use and occupy the Facility, or any portion thereof, in a careful, safe and proper manner. Renter will not allow any event nor any activities at any portion of the Facility which would violate any laws or ordinances or the provisions of ICC's insurance coverage; nor shall any event or activity on any portion of the Facility require payment by ICC of additional insurance, licensing, city or other regulatory costs.

V. **DAMAGE TO FACILITY.** Renter agrees to return the Facility to its original condition, normal wear and tear excepted. Renter shall be solely responsible for any and all damages to the Facility and any personal property within the Facility. Any additional and unanticipated costs incurred by ICC, or any damage suffered by ICC because of the activities of Renter or Guests, as defined below, shall be additional charges payable by Renter hereunder and may be invoiced to Renter by ICC. Additional charges owed to ICC hereunder which are not paid within \_\_\_\_ days of invoice shall be subject to a service charge of [[1.5%]] per month until paid. Renter shall reimburse ICC for all of its costs, including professional fees and other expenses, incurred by ICC in enforcing any provisions of this Agreement or the collection of any amounts owed by Renter hereunder, whether or not legal action is instituted (including, but not limited to, reasonable attorneys' fees).

VI. **INDEMNITY:** Renter shall indemnify, defend and hold harmless ICC (including, but not limited to reasonable attorneys' fees and costs) against all liability or loss, and against all claims, actions, demands, costs, expenses or judgments whatsoever, based upon or arising out of damages or injury (including death) to persons or property caused by or sustained

in connection with the use of the Facility or any portion thereof by Renter or Renter's invitees, licensees, guests, invited or uninvited (collectively, "Guests"), or any breach of this Agreement by Renter.

VII. TERMINATION. ICC has the right to cancel this Agreement by written notice to Renter at least one week prior to the date set forth in Section I above. In the event ICC terminates this Agreement, ICC shall return all deposits made under this Agreement to Renter. Renter may terminate this Agreement in accordance with the Terms and Conditions and subject to any penalties set forth therein.

VIII. RESTRICTIONS. The use of the Facility shall, at all times, be subject to the provisions of the Terms and Conditions attached hereto, which Terms and Conditions set forth restrictions on such items as smoking, parking, types of food that may be prepared and consumed at the Facility, the use of decorations, priest services, consumption of alcoholic beverages, possession of weapons, controlled substances or illegal drugs and solicitations of any kind.

IX. DEPOSIT. In accordance with the Terms and Conditions, in the event Renter is obligated to pay Rent, Renter agrees to submit to ICC a deposit of 50% of the Rent immediately upon signing this Agreement. On or before that date that is 30 days before the Reservation Date, Renter shall deliver a \$300 damage deposit to ICC (the "DamageDeposit"). The Damage Deposit, minus any necessary deductions as set forth in the Rules, shall be returned to Renter within 30 days following the Reservation Date.

X. HALL SETUP & CLEANING. The hall setup for the event and hall clean-up [includes placing chairs back in chair racks, cleaning tables, floor (spillages)] will be renters responsibility.

XI. MISCELLANEOUS.

A. This Agreement shall be governed by the laws of the State of Utah.

B. This Agreement represents the entire agreement between the parties and no additional or different oral representations, promises or agreements shall be binding on any of the parties hereto.

C. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

D. This Agreement may not be assigned or transferred by Renter without the express written consent of ICC.

E. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, and each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument.

By signing this Agreement, both parties agree to be bound by the terms and conditions listed in this Agreement. The representative of Renter, by signing below, certifies that he/she is of legal age and has read and understands all of the conditions set forth herein.

Signed By

**ICC:**

India Cultural Center, a 501(c)(3) nonprofit Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RENTER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Notes: [For ICC Use Only]** \_\_\_\_\_