



**Jain Society of Metropolitan Chicago**

435 N. Route 59, Bartlett, Illinois, 60103

Phone: (630) 837-1077 | Email: info@jismcoffice.com

www.jismconline.org

Contacts: Sunil Jain (630) 202-4558 or Hitesh Shah (847) 477-8516

## **Rental Contract**

**All occupancy arrangements are considered tentative until this contact, rent, deposit, cleaning charges and security charges are on file with the Jain Society of Metropolitan Chicago (hereafter referred to as “Jain Center”) Rental Coordinator.**

I, \_\_\_\_\_ the undersigned hereby certify that, I am the sponsor and request to rent the following room(s) and facilities of the Jain Center for the time and days specified herein.

Room(s): \_\_\_\_\_ Date(s): \_\_\_\_\_ In Time: \_\_\_\_\_ Out Time: \_\_\_\_\_

Stage: \_\_\_\_\_ Kitchen: \_\_\_\_\_ Special Stage Lightings: \_\_\_\_\_

I further certify that I and the party I represent shall do so only in strict conformance with all applicable laws, ordinances, rules and regulations. Sponsor agrees to assume all risks and liabilities for damage to any other person/s or the property of Jain Center arising out of this rental by the sponsor, its party, and its guests.

I hereby further agree as follows:

### **1. Indemnification**

Sponsor agrees to indemnify and to hold The Jain Society of Metropolitan Chicago, all Trustees, named Officers, Executive Committee, Members and Employees harmless against any and all losses, damages, expenses, costs, liabilities, claims, demands, and causes of action of any nature whatsoever and from any expenses, including reasonable attorney’s fee, for defense there from, and for injury to or death of person(s) or loss of and/or damage to property occurring in a manner directly or indirectly arising out of or in connection with the use of the Jain Center by the sponsor, its party, and its guests.

### **2. Decoration and set up**

No items shall be attached to the building property except by removable scotch tape to hang light decorative items to the walls. No modifications shall be made to the building structure, equipment or grounds. Any damage caused by this action will be charged to and paid by the sponsor as determined by Jain Center.

### **3. Food, alcoholic beverages and smoking**

Only the caterer specified in the initial application for this rental will be permitted to cater food for this event. Home cooked food may be permitted by prior approval of the rental coordinator. Use and serving of any food containing root vegetables is strictly forbidden. Use of alcoholic beverages on any part of the Jain Center including parking lots and smoking are strictly forbidden. Any breach in this clause will result immediate termination of this rental agreement without any recourse on my part. Food and soft drinks are allowed only in the dining halls.



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### 4. Payment

Full payment for this rental is due at least 90 days prior to the rental. Non-payment of this amount will result in cancellation of this contract at the sole discretion of the Jain Center and all the deposit amounts will be forfeited. If event is booked less than 90 days in advance, then full payment is due at the time of booking the rental.

### 5. Cancellation

The sponsor may cancel this contract in writing any time prior to 30 days of the rental. However cancellation charges as follows will apply.

Cancellation more than:

90 days prior to the event – Full refund of the rental without security deposit amount.

45 days prior to the event – 75% refund of the rental without security deposit amount.

30 days prior to the event – 50% refund of the rental without security deposit amount.

Less than 30 days prior to the event – Only security deposit will be refunded

### 6. Insurance

For any commercial event and for any event wherein food and/or soft drinks will be served, the sponsor and/or the caterer will be required to provide a certificate of liability insurance from an insurance company acceptable to the Jain center in the amount not less than one million dollars (\$1,000,000) wherein the Jain Center is named as the Certificate Holder and Other Insured.

### 7. Right of refusal

Any matters not covered and not included in this agreement shall be at the sole discretion of the Jain Center. The Jain Center reserves the right of refusal of this agreement for any reason(s) whatsoever.

### 8. Termination of the contract

The Jain center or its Trustees, Officers, Executive Committee, the designated employees or the custodians may terminate this contract immediately under following circumstances:

- a. The sponsor fails to comply with one or more terms and conditions of this agreement.
- b. The sponsor has made material misrepresentation to the Jain Center in connection with this rental application in any manner whatsoever.
- c. The proposed use of the rental is in contradiction with the principles and philosophy of Jainism.

### 9. Miscellaneous terms

- a. Only that part of the building for which this request has been made shall be used.
- b. Proper care will be given to the building and contents therein. The sponsor assumes financial responsibility individually and on behalf of its guests for the part of the building, the Jain Center property or the contents utilized therein that might be damaged or stolen by program participants during the hours the building is used. Any damage to equipment, to the Jain Center or loss of equipment shall be charged to sponsor.
- c. An adult must be present for all activities involving youth. The adult in charge of the activity will be present during the entire occupancy period. This person will be responsible for the proper use of the facilities and the proper conduct of those in attendance.
- d. The sponsor, its party, and its guests will comply with fire codes, (including allowable maximum capacity code) life safety codes and all other applicable, local, state and federal codes.
- e. In the event of any losses caused due to violation of Government Laws or Regulations, the sponsor



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will fully reimburse the Jain Center all such costs including, but not limited to, any legal fees or expenses

- f. Commercial activities which include entrance charges or donations are not allowed without prior authorization of the Jain Center.
- g. The usage of any hall or room will be canceled at the discretion of the Jain Center when an emergency situation is declared.
- h. The Jain Center, or a representative thereof, can revoke the privilege of using the building should it be deemed necessary to do so for any special reason at its sole discretion.
- i. The sponsor realizes that the Jain Center sponsored activity takes precedence over any other
  - i. outside scheduled activity.
- j. No meetings shall be political in nature, or immoral or a purpose contradictory to the philosophy and principles of the Jain Center.
- k. All garbage must be cleaned and disposed of in garbage dumpster located outside of dining hall otherwise additional cleaning charges will apply.
- l. Cooking is not allowed in the Kitchen. Kitchen is to be used to warm up food only.
- m. Security deposit will be forfeited in the event the provisions of this contract are violated.
- n. In an event of an unforeseen emergency including, but not limited to, failure of HVAC system, electrical system failure, fire, etc., the Jain Center's only liability to the sponsor shall be full refund of the rental and deposit amount if the event has to be cancelled before the proposed starting time. Lessee shall have no other recourse other than mentioned herein.
- o. No storage of sponsor's property will be allowed either prior to or after the event without the express written permission of the Jain Center.
- p. All deliveries of kitchen supplies and food must be made through the downstairs door and all deliveries to the upstairs hall must be made through the upstairs side door(s) leading directly to the upstairs hall(s).
- q. The use of audio/video system is not included in this rental agreement and is not available to the lessee.

IN WITNESS whereof, the Jain Center by its duly appointed officer(s) as lessor and the sponsor named above have caused this agreement to be signed as follows.

LESSEE: I agree to the above terms and conditions and hereby affirm that I shall fully abide by the terms and conditions of this contract.

<b>LESSEE:</b>		<b>Jain Society of Metropolitan Chicago:</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	