

FACILITY USE GUIDELINES

1. Activities that violate Islamic principles are strictly prohibited.
2. Renters shall not permit more persons in or at the facility at any one time than the limits described below:
 - Seated in the banquet hall: 400 persons;
3. Any **advertisement** at MCC for the event **requires approval** and is limited to flyers without any offensive materials placed at authorized spots.
4. **Media:** Specific approval from the MCC Board is required in advance for any **media involvement** and the scope of their presence for the event. A designated person(s) will be provided by the organizer, who must accompany the media at all time.
5. All **decorations** of any kind are to be put up with masking tape only. At the end of the event applicant is responsible taking down the décor without any damage to MCC property, furniture and fixtures, and is responsible for any and all damages. Beads of any kind are not allowed.
6. **Rose petals** for decoration purposes are allowed at an **additional cost of \$150.00** (separate from deposit).
7. **Cleaning & Storage:** The applicant is responsible for removing all trash and moving it to designated receptacles in the parking lot. All applicants' property should be removed at the end of the rental period. Failure to do so will result in being charged for disposal removal of property.
8. **Liability:** Applicant takes full responsibility for all physical and property damage, losses, injuries and accidents.
9. **Lawful Activities:** All activities must meet all federal, state and local government laws. The applicant will bear total responsibility for any and all consequences including but not limited to immediate eviction from the MCC premises for any infraction of such laws by any individual or group.
10. **Restricted:** The use of the MCC facility is restricted to the areas rented. If any of the guests or their children use other areas of the facility, additional space rental fees will be charged to the applicant who will be responsible for any additional liability.
11. **Security:** The event organizers are responsible for providing their own security during the events – **specially** to monitor the entrances and hallways and to prevent damage by children. You can use volunteers or hire security.
12. **Deposits:** Deposit of \$500.00 is due at the time of the reservation being made, in order to hold the reservation. The rental fee must be paid within 4 weeks of the reservation being made, otherwise facility use will not be provided, and deposit will not be refunded. For reservations made within 4 weeks of the event, entire rental fee and deposit is due at the time of the reservation. All deposits cleared from the bank will be refunded after adjustment for damages and for additional charges for extra time, space and equipment usage.
13. **Noise:** All entertainment noise will end at midnight.

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14. **Caterers:** All caterers must have a valid (unexpired) New York caterer's license Applicant MUST provide from each caterer and/or vendor a Licensee with proof of liability insurance for the safety and health of individuals occupying the Licensed Premises during the Term naming Licensor as an additional insured and having coverage of no less than Two Million Dollars and No Cents (\$2,000,000.00) at least seven (7) days prior to the event.
15. **Peanut and Nut Free:** For safety reasons, peanuts and **nuts of any kind** are not allowed in goodie bags.
16. **Fundraising.** Fundraising events shall not be permitted unless approved in writing by MCC's Board of Directors (the "Board"), who shall follow the fundraising policy as provided by the ICCD Board.
17. **Smoking is prohibited in, on or at the premises at any time. Violation of this policy will lead to termination of the event, and the organizer will be billed for the cost of cleaning.**
18. **Fire Alarm:** If the fire alarm is pulled during an event, there will be a \$250.00 fine will be imposed on the renting party.
19. **Storage:** The applicant shall be responsible for removing all trash, leftover food, other items brought in by the applicant and or their vendor (s)MCC shall be under no obligation to store any items the applicant fails to remove from the premises at the end of the event. The applicant shall pay, on demand, to the MCC a storage fee in the amount of \$100.00 per day beginning on the day immediately following the event for storage services.
20. **Termination.** In addition to any other remedy at law or equity, if applicant fails to comply with or satisfy the terms and conditions set forth in this Agreement, MCC shall have the right to revoke the agreement and terminate the event.
21. **Acts beyond MCC's Control.** In the event the premises or any part thereof is damaged or destroyed and renders MCC's obligations under this Agreement impossible to perform, then MCC, in its sole and absolute discretion, shall have the right to terminate this Agreement, which shall be of no further force and effect, and shall return the License Fee, the License Hold/Security Deposit.

Additional Information

MCC will follow the NYS Governor and CDC guidelines and additional restrictions for all events in order to ensure the safety of attendees, staff and workers. This will include but not limited to social distancing, facemask requirements, limits on the number of people attending the event or the cancellation of the event in which case a notice to the applicant will be provided 3 weeks prior to the event.

Due to COVID-19, the MCC is only allowing 50% capacity for all banquet hall rentals (200 people). A list of attendees must be provided to the Event Coordinator at least 3 days prior to the event.

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Furthermore, in addition to item #14 in the Facility Use Guidelines, if the event is using caterers, the catering company is required to bring their own servers (at the applicant's expense) to serve food. Only a buffet style breakfast, lunch or dinner is permitted. Furthermore, tables will be called up one at a time to reduce a crowd.

Upon Request: Banquet Hall can be made available for set up on the day of the event at 11am.

The applicant may request additional time if the event will go past 11pm. In this case, the renter will be charged \$150 per hour for each additional hour after 11pm.

If the event runs past 11pm without prior approval, the security deposit (\$500) will be used to offset the cost of the additional hours. If the cost of the additional hours exceeds the security deposit, then the applicant will be responsible to pay the remaining amount.

Any damages to the rental items will be deducted from the security deposit. Deposit(s) will be returned within 30 days after the day of the event. If the damage cost exceeds \$500, the applicant will be responsible for paying the difference.

RENTAL FEES

Private/Commercial Entities:

Maximum of 5 consecutive hours, must end by 11PM

\$850.00 – Full banquet hall with the kitchen

\$650.00 – 2/3rd of the banquet hall with the kitchen

\$450.00 – 1/4th of the banquet hall with the kitchen

***\$250.00 additional for renting the main lobby along with the banquet hall rental

*** MCC will ONLY provide the hall, tables and chairs.

Fundraising Events:

Maximum of 5 consecutive hours; must end by 11PM

All fundraisers must be approved by the ICCD

\$500.00 flat rate and ICCD will collect 10% of funds collected the day of the fundraiser

Additional Rental Items:

Chair Covers: \$100.00

Projector/Screen: \$150.00

PAYMENT SCHEDULE

1) Type of Banquet Hall Rental (please check one)

- Full Banquet Hall - \$850
- 2/3 Banquet Hall - \$650
- 1/4 Banquet Hall - \$450

2) Additional Rental Items (please check if applicable)

- Chair Covers - \$100
- Projector and Screen - \$200
- Main Lobby Rental - \$250

3) Additional Hours (if applicable)

Of Additional Hours: _____

Total Cost of Additional Hours (\$150 Per Hour): _____

TOTAL BANQUET RENTAL COST: _____

Disclaimer:

MCC EXPRESSLY DISCLAIMS, AND APPLICANT HEREBY EXPRESSLY WAIVES, ANY WARRANTY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, A WARRANTY FOR A PARTICULAR PURPOSE AND/OR ANY OTHER WARRANTIES ARISING FROM APPLICANT'S LICENSING OF THE PREMISES AND USE OF THE PREMISES UNDER THIS AGREEMENT.

MCC SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, IN CONNECTION WITH OR RELATED TO THE EVENT OR ARISING UNDER THIS AGREEMENT.

IN ANY EVENT, THE LIABILITY OF MCC TO THE APPLICANT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO ONE HUNDRED PERCENT (100 %) OF THE AMOUNT ACTUALLY PAID TO MCC UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND OTHER TORTS.

COVID-19 DISCLAIMER:

COVID-19 HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION. AS A RESULT, FEDERAL, STATE, AND LOCAL GOVERNMENTS AND AGENCIES RECOMMEND SOCIAL DISTANCING AND HAVE, IN MANY LOCATIONS, PROHIBITED THE CONGREGATION OF GROUPS OF PEOPLE. WE ARE DOING EVERYTHING WE CAN TO BE COMPLIANT WITH ALL REGULATIONS AND ENSURE YOUR SAFETY. WE HAVE PUT IN PLACE PREVENTATIVE MEASURES TO REDUCE THE SPREAD OF COVID-19, BUT WE CANNOT GUARENTEE THAT YOU OR FAMILY MEMBERS WILL NOT BECOME INFECTED WITH COVID-19.

BY PARTICIPATING IN PROGRAMS, SERVICES, ACTIVITIES AND EVENTS AT THE MUSLIM COMMUNITY CENTER YOU AGREE TO THE FOLLOWING:

ON BEHALF OF YOURSELF AND YOUR CHILDREN, YOU HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE MUSLIM COMMUNITY CENTER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN OUR PROGRAMS, SERVICES, ACTIVITIES AND EVENTS. YOU UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE MUSLIM COMMUNITY CENTER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY HOSTED OR PROGRAMMED EVENT BY THE MUSLIM COMMUNITY CENTER.

FURTHERMORE, YOU TAKE FULL RESPONSIBILITY TO INFORM ALL OF YOUR GUESTS ABOUT THIS COVID-19 DISCLAIMER AS IT PERTAINS TO EVERYONE AND ANYONE PARTICIPATING IN PROGRAMS, SERVICES, ACTIVITIES AND EVENTS BEING HELD AT THE MUSLIM COMMUNITY CENTER.

By signing this application, I certify that I have read and understand the guidelines for the use of the facility and will abide by all the conditions set forth therein. I further certify that I have read and understand both the liability disclaimer and COVID-19 disclaimer listed in the Rental Agreement. I am personally responsible for payment of any damages to the rental space and all rented equipment during the usage. I agree to leave the facility in the same condition as found before use. The applicant agrees to hold free and harmless the Muslim Community Center, its Management, the BOD, the ICCD, its employees, agents and any other service institutions or entities of the MCC from any loss, accidents, illness, injuries, damages, liability or expenses that may arise before, during or after the event or thought to be caused in any way by such occupancy of this facility.

<u>APPLICANT SIGNATURE</u>	<u>DATE</u>
<u>MCC EVENT COORDINATOR SIGNATURE</u>	<u>DATE</u>
<u>SECURITY DEPOSIT PAID (CIRCLE ONE)</u>	<u>DATE</u>
YES NO	