



Muslim Community Center of the Capital District

21 Lansing Road North, Schenectady, NY 12304

Phone: (518) 708-9804 • www.mccalbany.org

Event: coordinator@mccalbany.org • Promotions: info@mccalbany.org

GYM Rental Application

Reservations should be made a minimum of 1 weeks in advance.

Please Write Clearly.

Name of Applicant		Name of Organization or Group (If Applicable)	
Street Address		City	State Zip Code
Email Address		Date of Birth	Phone Number
Event Date(s)	Arrival Time	Departure Time	Total Hours of Rental
Type of Event		Estimated Attendance	Total Cost of Rental
This event is open to the Public or is a Private event (Please circle one)		Is there an admission fee? <input type="checkbox"/> No <input type="checkbox"/> Yes IF YES, HOW MUCH? _____	
Equipment Required:			
<input type="checkbox"/> Badminton Net <input type="checkbox"/> Chairs (Ramadan Only) <input type="checkbox"/> Volleyball Net <input type="checkbox"/> Tables (Ramadan Only) Other: _____			

FACILITY USE AGREEMENT

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. **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.
7. **Liability:** Applicant takes full responsibility for all physical and property damage, losses, injuries and accidents.
8. **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.
9. **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.
10. **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.
11. **Deposits:** Deposit of \$250.00 is due at the time of the reservation being made, in order to hold the reservation. The full rental fee must be paid within 1 week of the event date, otherwise facility use will not be provided, and deposit will not be refunded. For reservations made within 1 week of the event, the 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.
12. **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**

FACILITY USE AGREEMENT

13. **Fire Alarm:** If the fire alarm is pulled during an event, there will be an additional \$250.00 fine will be imposed on the renting party.
14. **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.
15. **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

GYM RENTAL RATES

Full Court Gym Rental:

- Up to 3 hours: \$80 per hour
- 4 consecutive hours: \$280; Every hour after is \$30 per hour.
- \$250 security deposit is due at the time of making the reservation. The deposit will be refunded after adjustment for damages (if any).
- The applicant will be held responsible to pay for any damages which occur within the rental period that aren't covered by the security deposit amount.
- \$2 million liability insurance policy required, or waiver forms provided by the MCC must be signed.

Half Court Gym Rental:

- Up to 3 hours: \$40 per hour
- 4 consecutive hours - \$140; Every hour after is \$15 per hour.
- \$250 security deposit is due at the time of making this reservation. The deposit will be refunded after adjustment for damages (if any).
- The applicant will be held responsible to pay for any damages which occur within the rental period that aren't covered by the security deposit amount.
- \$2 million liability insurance policy required, or waiver forms provided by the MCC must be signed

RAMADAN RENTAL ONLY

1) Full Court Gym Rental:

- \$1,000 flat rental fee.
- 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.
- MCC will ONLY provide tables and chairs.

2) Half Court Gym Rental:

- \$500 flat rental fee.
- 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.
- MCC will ONLY provide tables and chairs.

PAYMENT SCHEDULE

1) Type of Gym Rental (please check one)

- Full Court
- Half Court
- Full Court (Ramadan)
- Half Court (Ramadan)

2) Additional Rental Items (please check if applicable)

- Badminton Nets
- Volleyball Nets
- Chairs (Ramadan Only)
- Tables (Ramadan Only)

Total Number of Hours: _____

Total Gym 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.

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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 on 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.

APPLICANT SIGNATURE	DATE
MCC GYM DIRECTOR SIGNATURE	DATE
SECURITY DEPOSIT PAID (CIRCLE ONE)	DATE
YES NO	