



Muslim Community Center of the Capital District

21 Lansing Road North, Schenectady, NY 12304

Phone: (518) 370-2664 • www.iccdny.org/mcc • events@mccalbany.org

BANQUET RENTAL APPLICATION

Reservations should be made a minimum of **2 weeks in advance**.

PLEASE WRITE CLEARLY.

Name of Applicant		Name of Organization or Group (If applicable)	
Street Address		City	State Zip Code
Email Address		Phone Number (Cell)	(Home / Work)
Event Date(s)	Arrival Time	Departure Time	Total Hours of Rental
Type of Event		Estimated Attendance	
This event is open to the Public or is a Private event (Please circle one)		Is there an admission fee? ____ No ____ Yes IF YES, HOW MUCH?	
Will there be any fundraising? (Fundraising requires prior approval) ____ Yes ____ No Proceeds will be used for: _____			
Will food or snacks be served? ____ Yes ____ No ____ Lunch ____ Dinner ____ Snacks ____ Tea / Coffee ____ Other: _____			
Would you like MCC to promote your event on our social media channels and website? ____ Yes ____ No (Promotion does not include advertisement on ICCD web platforms, only for MCC)			

FACILITY USE GUIDELINES

1. Activities that violate Islamic principles are strictly prohibited.
2. Renters shall not permit more than 400 persons in or at the facility at any one time.
3. Any **advertisement** at MCC for the event **requires MCC Board 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 times.
5. All **decorations** of any kind are to be put up with masking tape or wall tape only. At the end of the event, the applicant is responsible for 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:** The 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 – **especially** to monitor the entrances and hallways and to prevent damage by children. You can use volunteers or hire security.
12. **Deposits:** Deposit of \$1,000.00 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 weeks 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.
13. **Noise:** All entertainment noise will end at midnight.

FACILITY USE GUIDELINES

14. **Caterers:** All caterers must have a valid (unexpired) New York caterer's license. The 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, who shall follow the fundraising policy as provided by the ICCD Board of Trustees.
17. **Smoking is prohibited in, on or on 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 imposed** on the renting party (separate from deposit).
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). The 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 (separate from deposit).
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.

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

Any damages to the rental items will be deducted from the security deposit. The security deposit will be returned within 30 days after the day of the event. If the damage cost exceeds \$1,000, the applicant will be responsible for paying the difference.

Maximum of 5 consecutive hours, must end by 11PM

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

****Additional fees may be required for set up requested the day before or picking up decorations the day after.

****Additional fees may be required if your party does not remain in the area(s) rented.***Additional fees may be required if your party leaves garbage outside of the facility.

Fundraising Events:

Maximum of 5 consecutive hours; must end by 11PM

All fundraisers must be approved by the ICCD Board to Trustees

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

Additional Rental Items:

Chair Covers

Projector/Screen

Sound System

Table Clothes

Main Lobby

ADDITIONAL INFORMATION

1) Type of Banquet Hall Rental (please check one/prices will be disclosed upon request)

- Full Banquet Hall
- 2/3 Banquet Hall
- 1/4 Banquet Hall

2) Additional Rental Items (please check if applicable/Prices disclosed upon request)

- Chair Covers
- Projector/Screen
- Sound System
- Table Clothes
- Main Lobby

3) Additional Hours (if applicable)

Of Additional Hours: _

Total Cost of Additional Hours (\$150 per hour): _____

Total Banquet Hall Rental Cost: _____

*****Please be advised that MCC reserves the right to deduct 50% of your security deposit for cancellations 14 days or less prior to your reserved date. Cancellations must be predetermined with more than 14 days prior to your reservation.**

*****For any changes to the reservation date within 14 days of your reservation will be subject to a \$200 change of date fee.**

*****Payment options are:**

- **Credit Card (Processing Fees will be applied)**
- **Checks (\$35 fee will be charged for return checks)**
- **Cash**

LIABILITY 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, FACEMASK REQUIREMENTS, LIMITATIONS ON CAPACITY, ETC. 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, ACTIVITES 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 BANQUET HALL DIRECTOR SIGNATURE</u>	<u>DATE</u>
<u>SECURITY DEPOSIT PAID (CIRCLE ONE)</u>	<u>DATE</u>
YES NO	