

Shreemaya Krishnadhham Premise-Use Application & Work Order

Revision# _____ Submission/Revision/Today's Date or Contract date: _____

Organization / Individual's Name:	_____
Event Contact Person's Name:	_____
Event Contact Person's Phone:	_____
BAYVP Contact Person Name:	_____
Event Date:	_____
Event Time: From: _____ To: _____	
(Note: Event Pre-Preparation time and Wind-up time is to be included in the event times above)	
Event Title:	_____
Event Type:	Wedding/ Engagement/ Musical/ Dance/ Class/ Religious Discourse/ Other (circle one)

Facilities Required for Event:	
<input type="checkbox"/> Upstairs Hall	<input type="checkbox"/> Kitchen for warming food
<input type="checkbox"/> Community Hall	<input type="checkbox"/> Kitchen Rented for Cooking food
<input type="checkbox"/> Dining Area	<input type="checkbox"/> Class rooms
Sound System: <input type="checkbox"/> Basic <input type="checkbox"/> Bring Own (including by Musicians)	
Services Required:	
# Chairs:	_____
# Rectangular Tables:	_____
# Round Tables:	_____
# Microphones (only for Upstairs/Dinning Hall rental)	_____ (max 2 microphones will be provided)
Food Caterer (Name & Address, phone): (Only Vegetarian (no meat, poultry or fish) food is allowed on the premises)	_____ or <input type="checkbox"/> N/A
Decorator/ Florist	_____ or <input type="checkbox"/> N/A
Insurance Carrier Information	_____
Other services (e.g DJ etc)	_____ or <input type="checkbox"/> N/A

Total Charges (For Basic License Fee):	\$ _____ (Booking is not confirmed until signed contract and advance payment & security deposits are received)
20% Advance Payment (min. \$200)	\$ _____ (Payable with Application), Date Rcvd: _____ Check# & Date: _____
Final Installment (80%):	\$ _____ Date Due: _____ Rcvd: _____ Check# & Date: _____
Security Deposit:	\$ _____ (Payable upon signing), Date Rcvd: _____ Check# & Date: _____
Overtime Payment:	\$ _____ Rcvd: _____ Check# & Date: _____

Check List For BAYVP Custodian (only for BAYVP use):	
1. Event Start Time	_____
2. Event End Time (by 12:00 Midnight)	_____
3. Is the facility left clean/ Vacuum done	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is all items (chairs, etc) stacked back	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are BAYVP rules/ guidelines observed	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. List any damages to property	_____

Signature of Applicant: _____ Name: _____

SHORT TERM LICENSE AGREEMENT

Shreemaya Krishnadham (BAYVP)

25, Corning Ave, Milpitas, CA 95035

408-

This Short Term License Agreement (the "Agreement") dated _____, 200__ is entered into between the Bay Area Youth Vaishnav Parivar ("BAYVP"), a California non-profit religious corporation, in the City of Milpitas, County of Santa Clara, ("Operator") and _____ ("Licensee").

The terms of this Agreement are as follows:

1. Due and Effective Date of License Agreement. The Operator must receive this License Agreement executed by Licensee, along with all license fees, other charges and expenses due, as shown in Appendix A. This Agreement shall not become effective until it is (1) signed by the Licensee and (2) executed on behalf of the Operator.

2. Scope of License. Upon the express terms and conditions herein provided, the Operator hereby licenses the Licensee to use certain rooms, as listed in Appendix A: BAYVP Premise-Use Application & Work Order, of the Shreemaya Krishnadham located at 25 Corning Ave, Milpitas, California ("Property"), during the period(s), as described in the Appendix A.

NOTE: The Shreemaya Krishnadham is wheelchair accessible only on the 1st floor.

3. License Fees and Other Charges and Expenses. In exchange for use of the licensed premises for activities described in paragraph 2 of this Agreement, the Licensee agrees to pay the Operator the following fees, charges and expenses described in greater detail in the BAYVP Short Term Rental Rate Schedule attached herein and made a part hereof as **Appendix B:**

- (a) Basic License Fee. The total basic license fee, an advance deposit, security deposit, and the final payment terms are defined in Appendix A: Shreemaya Krishnadham Premise-Use Application & Work Order. The Payments shall be made in the form of checks payable to the "BAYVP".
- (b) Other Fees and Expenses. Any other fees and expenses arising out of Licensee's use of the licensed premises, including, but not limited to, the cost of excess use of utilities and additional janitorial services, a license fee for any period beyond that for which payment has been received by the Operator from the Licensee, and the cost of repairs and of the removal of the Licensee's materials and equipment to restore the licensed premises to the same or similar condition as was received by the Licensee shall be paid to the Operator.

4. Payments and Refunds.

(a) Timely Payment. Usages scheduled under this Agreement will be cancelled if the Licensee fails to pay the basic license fee by the dates specified in paragraphs 3(a) and 3 (b).

(b) Refunds. The basic license fee is not refundable, with the exception that the Operator in its discretion may refund the basic license fee, less an administrative charge of \$ 200.00 if the Operator is able to enter into another license agreement for the dates involved, or if the Executive Committee in its sole discretion determines that extraordinary circumstances warrant the refund.

5. **Settlement.** Final settlement of license fees, personnel and equipment charges, cleaning charges and other fees and expenses shall be made on the basis of a final determination of charges and expenses based on actual usage.. The deposit shall be used to pay all personnel, equipment and cleaning charges or other fees and expenses. Final settlement, including refund of any unused portion of the deposit or payment of any additional charges by Licensee shall be made within fifteen (15) days after the last usage under this License Agreement.

Settlement refund check, if applicable, shall be paid to the person or organization signing this agreement and will not be issued in any other name (regardless of who made the required payments). It will be mailed to the official address in the signature page.

7. **Other Users – non-exclusive use of Premises:** It is understood that there will be other activities in the Shreemaya Krishnadharm simultaneous with the Licensee’s use of the licensed premises, and that the licensed premises may be licensed for use by another Licensee for periods immediately before and/ or after the Licensee’s activities or event.

8. **Entirety of Agreement.** This Agreement, with Appendix’s incorporated herein by reference (Appendix A through E), constitutes the entire understanding between the parties with respect to the rights and obligations contemplated herein. The Agreement may not be altered or modified except in writing approved by the Operator and signed by the Licensee and Operator.

9. **Governing Law.** This Agreement shall be construed in all respects in accordance with the laws of the State of California. Any action arising out of this Agreement shall be brought in a court in the State of California.

IN WITNESS WHEREOF, the Parties, by their duly authorized representative, herein execute this Short Term License Agreement as follows:

OPERATOR:

BAYVP.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Phone: _____

Address: 25 Corning Ave ,

Milpitas, CA 95035

LICENSEE (Organization or Individual)

Name: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Phone: _____

Address: _____

Appendix B:
SHORT TERM RENTAL RATES

Appendix C:
Additional Terms and Conditions

1. **Insurance.** Licensee further agrees to maintain in full force during the term of this License, at Licensee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Licensee and Operator, including all of its employees, agents, officers, directors, and members, against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by Operator. The insurance shall be not less than \$1,000,000 for any one person injured or killed, not less than \$1,000,000 for property damage. Licensee shall provide Operator with a copy of the policy, including an endorsement that states that the policy will not be cancelled without prior written notice and only after 15 days' written notice to Operator.

Licensee further agrees that all of its third party service providers shall provide their own insurance including proof of workman compensation and comprehensive general liability at their own expense and list Operator, including all of its employees, agents, officers, directors and members, as an additional insured and a copy of the policy will need to be provided to the Operator for approval as to form and insurance and the policy cannot be cancelled without prior written notice and only after 15 days' written notice to the Operator.

2. **Promotional Material.** The copy of all printed material to be used to promote or announce Licensee's activities in the licensed premises shall be accurate in all respects and shall be approved in advance by the Operator. Approval may be accomplished via electronic email or facsimile.

3. **Safety and Compliance with Laws and Regulations.**

(a) **Condition of Premises and Services Provided.** The Operator agrees to furnish as its complete and sole obligation under the terms of this Agreement the licensed premises in "AS IS" condition, together with the usual and regular heat, lighting and janitorial service.

(b) **Compliance with Laws and Regulations.** The Licensee agrees to comply fully with all laws, rules and regulations governing both the licensed premises and equipment and materials brought onto the premises by the Licensee, and with all orders of governmental authorities given to assure the safety of the public and the premises. The Licensee warrants that all activities conducted on the licensed premises pursuant to this Agreement will be conducted in compliance with all applicable laws, rules and regulations.

(c) **Permissions.** The Licensee warrants that prior to any activity pursuant to this Agreement, the Licensee will obtain all necessary licenses; and that the activity or activities taking place in the licensed premises shall not violate or infringe any right for which the Licensee is required to obtain a license.

(d) Activity. The Operator retains the right to cancel, delay or interrupt any activity in order to prevent injury to persons in or on the licensed premises or to the premises itself. When feasible, the Operator shall consult with Licensee prior to taking such action. If Operator cancels an activity in order to prevent injury to person or premises, and not due to the fault of the Licensee, the Operator may refund the license fee but shall not be liable for any other damages incurred by Licensee as a result of the cancellation. The Operator shall not be liable for any damages incurred by the Licensee if the activity is delayed or interrupted for any reason.

4. Force Majeure.

(a) “Force Majeure”. For the purposes of this Agreement, a “force majeure”, is an event beyond the reasonable control of either party, including, but not limited to war, public emergency or calamity, strike or other labor disturbance, fire, interruption of transportation service, physical disability, illness, Act of God, or other disturbance, or any governmental restriction, which despite the reasonable efforts of the party affected prevents a party to this Agreement from performing its obligations under the Agreement.

(b) Effect on Licensee’s Performance Only. If a force majeure prevents performance by the Licensee but not by the Operator, the Licensee shall make all payments required of the Licensee under this Agreement as if such force majeure had not occurred and to perform all of its other obligations arising under this Agreement to the extent reasonably possible. If the Licensee gives the Operator notice that a force majeure will prevent an activity for which the premises was licensed, the Operator will make reasonable efforts to cancel the additional personnel called to work activities covered by this Agreement.

(c) Effect on Operator’s Performance. If the force majeure prevents performance by the Operator or by both the Operator and the Licensee, the Licensee’s obligation to pay the license fee shall be suspended or excused to the extent commensurate with the force majeure, and other obligations of the parties under this Agreement shall be suspended or excused to the extent commensurate with the force majeure. The Operator shall not be obligated to the Licensee for any losses or costs sustained or incurred by the Licensee as a result of the force majeure. The Operator shall not be obligated to provide the Licensee with a substitute date for use of the licensed premises.

5. Broadcasting, Recording, Videotaping. Unless provided for in a separate written agreement, the parties will not broadcast or reproduce any activity in any medium, including, but not limited to, sound or visual recording, video tape or motion picture film except for personal use. Live Web casting of the event is permissible.

6. Alteration and Use of the Premises.

(a) Limitations on Use. The Licensee shall not alter, repair, add to, deface, improve, or change the licensed premises in any manner whatsoever, without the prior written consent of the Operator. The Licensee agrees to comply fully with the Operator’s Rules and Regulations governing the licensed premises, attached hereto and made a part hereof as **Appendix D**. The Licensee shall remove all equipment and property placed in, and shall remove itself from the licensed premises no later than one day from the date the property is licensed. The licensed

premises shall be maintained and vacated in as good condition as it was when the Licensee's occupation began, depreciation for reasonable wear and tear excepted.

(b) Description of Activities and Services. No later than ___ days from the date of entering into this Agreement, Licensee shall provide Operator with a Vendor Information list on a form provided by Operator, a copy of which is attached hereto and made a part hereof as **Appendix E**.

(c) Operator's Remedies. The Licensee agrees to pay on demand for all damages or injury done to the licensed premises by the Licensee or Licensee's patrons. If the Licensee fails to remove the Licensee's property by the time specified in subparagraph (a) hereof, the Operator may remove and store the property at the Licensee's expense and risk. The Licensee will pay on demand the cost of removal and storage, including a reasonable charge for property stored in BAYVP's facilities, and the cost of any other loss or damage sustained by the Operator because of the Licensee's failure to comply with the time limitations set by the Operator.

7. **Limitation on Operator's Liability**. Licensee understands and agrees that Operator shall not liable for any damage, injury, loss or theft of personal property, or other casualty to any person or property of Licensee, including to any guest or third party service provider of Licensee, during the term of this License Agreement. Licensee shall defend, indemnify and hold harmless Operator, and its agents, employees, officers, directors and members, from and against all claims, costs and damages that arise, if any, from Licensee's activities under this license, or from Licensee's breach of the terms of this license, which would not have occurred or existed but for this license.

8. Default by Licensee.

(a) Operator's Right to Take Possession. In addition to all other rights and remedies the Operator has under this Agreement, or which are provided by law, should the Licensee violate any of the terms or conditions of this License Agreement, the Operator may, without notice to the licensee or process of law, take exclusive possession of the licensed premises and remove all persons and property therefrom. In the event the Operator exercises this option, the Licensee shall have no further claim to the licensed premises under this Agreement. The Licensee shall be responsible for the expenses the Operator incurs in removing the property and waives any right or claim for damages which may be caused to the property while it is being removed or otherwise. After giving notice to the Licensee, the Operator may apply part or all of the license fee and deposit to losses and expenses sustained by the Operator which arise from the default.

(b) Continuation of Licensee Obligation. Neither the exercise nor the failure to exercise the Operator's rights under this paragraph shall excuse, terminate, or impair any duty, obligation or liability owed by the Licensee to the Operator. The Operator's waiver of, or delay in enforcing any right to forfeiture or right to entry or exclusive possession shall not affect any later default or breach of duty or agreement and shall not impair any rights or remedies in connection with the later default or breach.

9. Nondiscrimination. The Licensee shall not discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual preference, disability, sex, marital status, age, religion, or national origin, and further agrees not to discriminate against any person or persons on such grounds in connection with admission, services, or privileges offered to or enjoyed by the general public.

10. Representative of the Parties.

(a) Notices and Approvals, Operator. On behalf of the BAYVP, the Shreemaya Krishnadharm Rental Subcommittee Chairs or any other person appointed by the Executive Committee of the BAYVP, may receive notices or give approvals required under this Agreement when the term used to describe the person designated to receive notices or give approvals is the "Operator".

(b) Notices and Approvals, Licensee. On behalf of the Licensee, the executor of this Agreement may receive notices or give approvals required under this Agreement.

(c) Licensee Representative on Premises. In order to ensure compliance with the terms of this Agreement,

Licensee agrees to provide a duly authorized representative on behalf of Licensee, who shall receive all notices from Operator and shall be on the licensed premises at all times to ensure that the facilities are being used accordingly and appropriately as provided in this Agreement.

(d) Operator Representative on Premises. In order to ensure compliance with the terms of this Agreement, a duly authorized representative of the Operator may be on the licensed premises at all times to ensure that the facilities are being used accordingly and appropriately as provided in this Agreement by the Licensee.

11. Assignment. The rights under this Agreement are personal and shall not be assigned. The Licensee shall be deemed to be in default under this Agreement if the Licensee becomes the subject of a bankruptcy, liquidation or reorganization proceeding, whether voluntary or involuntary, or if for any other reason the Licensee's interest in this Agreement vest in any person other than the Licensee by operation of law.

12. Indemnification. The Licensee shall defend, indemnify and hold harmless BAYVP, and its agents, employees, officers, directors, and members, from and against all claims, costs and damages that arise from Licensee's activities under this license, or from Licensee's breach of the terms of this license, which would not have occurred or existed but for this license.

12. Attorney's Fees and Coats. In the event any action is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

APPENDIX D:
Rules and Regulations

Shreemaya Krishnadham

1. **SET-UP AND BREAK DOWN:** Licensee is responsible for all set-up and break-down on the Premises, and for proper movement and storage of all equipment items. Operator's equipment (i.e., tables, platform, podium, etc.) and other rental equipment left for the next-day pick-up must be moved by Licensee from the auditorium to the storage room immediately following event. Chairs remaining must be re-stacked in racks of eight (8).

Should licensee or caterer remove any equipment while an event is in progress, licensee is responsible for moving guests away from the area where break-down is occurring.

Licensee shall not use tape, staples, tacks or nails to affix any material(s) to Operator's equipment including but not limited to walls, platforms tables, chairs, etc.

2. **ITEMS NOT PERMITTED ON PREMISES:** include, but are not limited to the following:

- Bottled gas in any form
- "Fog" or "smoke" producing equipment
- Mylar balloons
- Confetti, birdseed
- Keg beer or any other type of alcoholic beverage of any kind
- Meat, Poultry, fish, and any food with Garlic and Onions

3. **POSTING OF DISPLAY MATERIALS:** Licensee will **not** post or allow to be posted any signs, cards or posters on the premises except as provided by the Operator. Use of display areas is a non-exclusive right and all material to be posted must be approved in advance by the Operator.

4. **USAGES OF SPACE:** Licensee and Licensee's caterer may not use areas including adjacent hallways, rooms or other areas outside of the Premises without prior written approval of Operator. Any such usage will be charged.

5. **MONITORING OF NOISE LEVELS:** Premises doors must remain closed whenever music/entertainment are occurring in the Premises. Also, during regular Shreemaya Krishnadham hours when other events may also be occurring or the temple may be open to worshippers, corridor noise must be kept to a minimum.

6. **MONITORING OF PREMISES CAPACITY:** Licensee shall not permit admission of persons to the licensed premises in excess of capacities listed in Appendix A.

7. **FOOD AND BEVERAGES:**

a. Providers: Only licensed caterers may provide food service in the Premises.

b. Food Type: NO Meat, Poultry, fish, and any food with Garlic and Onions shall be allowed in the Premises.

c. Location: Food and beverages are permitted only in the Dining room and auditorium (for the Banquet style rental only). It is licensee's responsibility to insure that guests comply with this

and all other regulations. A written permission is required if the food is to be served in any other area.

- d. Sale: Sale of food or beverages is permitted by the Licensee with prior written approval of BAYVP and requires that appropriate Licenses are obtained and displayed. Licensee's Vendors can not sell food or beverages.
- e. Alcohol: Keg beer or any other type of alcoholic beverage is absolutely not permitted in the Premises.

8. LICENSEE'S SUB-CONTRACTORS (Caters, Florists, Musicians, etc.):

a. Use of Candles, Open Flames and Other Fire Producing/Heating Mechanisms: Licensee's caterer shall not use or bring onto the premises any form of bottled gas. Use of sterno and electrical equipment must be approved in advance by Operator. Use of candles or open flame must be approved in advance by Operator. Candles may be used in the Premises only with candleholders meeting specifications of the Milpitas Fire Code (i.e., candleholders must extend 2" above flame).

b. Garbage and Other Disposables: Licensee and Licensee's caterer shall be responsible for removal of all ice and garbage from the Premises at the conclusion of the event in accordance with Operator's instructions.

c. Catering Management: Licensee's caterer shall have a capable manager in attendance at all times when on the premises. The name of the catering manager on duty for this activity shall be provided to the Operator in advance.

d. Delivery of Rented Items: This shall be the sole responsibility of the Licensee. Licensee shall coordinate with the BAYVP coordinator to set up appropriate and acceptable times for delivery of all items rented by Licensee or Licensee's agents for weekend events. All deliveries should be completed no later than 12:00 Noon on the Friday preceding the event. In turn, any rental items left in storage at the Premises by Licensee or Licensee's agents--at their own risk--following the weekend events must be picked up by 12:00 Noon on the Monday following the event. NOTE: No dishes may be left overnight in the storage room.

e. Protection from Foodstuffs and Beverages: Licensee and Licensee's caterer shall provide matting beneath all food and beverage stations in the Premises.

9. SMOKING POLICY: By law and per BAYVP guidelines, smoking is prohibited inside, outside, around, or anywhere on the Shreemaya Krishnadham grounds, including the parking lot area. Licensee shall be responsible for and should inform its guests of Operators' smoking policy so as to not be in violation of this Agreement.

10. ALCOHOL POLICY: By law and per BAYVP guidelines, alcohol is prohibited inside, outside, around, or anywhere on Shreemaya Krishnadham grounds, including the parking lot area. Licensee shall be responsible for and should inform its guests of Operators' alcohol policy that none is allowed whether consumed or not so as to not be in violation of this Agreement.

Appendix E
Vendor Information*

Please provide following information to us. If this is not available now, you can send the same to us later, but at least 10 days before the event. Providing this information helps us plan access to the Shreemaya Krishnadhham for the vendors and also to coordinate our activities with your plans.

	Name	Phone No.	Check in	Check out
Caterer				
Decorator				
Florist				
Service (Waiter)				
Service (Tablewares)				
Others (DJ, etc):				

Note: The vendors should not be scheduled outside of the times reserved by you for the event.

* Please mail this form to:

BAYVP Event Committee
 25, Corning Ave.,
 Milpitas, CA 95035

Alternately you can email/fax this to the Shreemaya Krishnadhham volunteer who is coordinating the event with you.