



Shiva-Vishnu Temple

Om Namah Shivaya Om Namo Narayanaya

Hindu Community and Cultural Center

1232 Arrowhead Ave, Livermore, CA 94551

A Non-Profit Organization since 1977
Tax ID# 94-2427126; Inc# D0821589
Tel: 925-449-6255; Fax: 925-455-0404
Web: <http://www.livermoretemple.org>

FACILITY USAGE AGREEMENT

Serial Number _____

User's Name: _____

Address: _____

Contact Phone and email id: _____

Event Hall to be used*: _____

Event Room to be used*: _____

***see event hall and event rooms usage schedule (Page 2 of 4)**

Event date: _____

Event time: _____

Nature of event: _____

Number of guests expected: _____

This agreement is executed at Livermore, CA on the _____ day of _____ 20____ between the Hindu Community & Cultural Center (hereafter referred to as HCCC), a California Non-Profit organization located at 1232 Arrowhead Avenue, Livermore, CA 94550-6963 and the User with contact address as noted above.

IT IS UNDERSTOOD AND AGREED THAT NO RESERVATION, CONFIRMED OR OTHERWISE SHALL BE BINDING ON THE HCCC UNLESS THIS AGREEMENT FORM IS SIGNED BY HCCC AND USER AND THE AMOUNTS REQUIRED HEREIN ARE RECEIVED IN FULL. THE HCCC RESERVES THE RIGHT TO DECLINE THE USAGE OF ITS FACILITIES TO ANYONE.

It is agreed between the parties hereto as follows:

CONTRACTED USABLE AREA: The HCCC hereby provides the User the facility, per the terms and conditions mentioned hereunder. In consideration of the permission given to the User, the User agrees and undertakes to accept the use of the Event Hall/Kitchen/Event Room of HCCC which is situated at 1200-1232 Arrowhead Avenue, in the city of Livermore, County of Alameda, California.

PLEASE SEND COMPLETED FORM TO hallbookingmp@livermoretemple.org

User's Initials _____

Event Halls and Rooms	Usable	Capacity		Min	Min	Hourly	Furniture Setup	Security	Cancellation
	Area	Lecture	Banquet	Hrs	Fees	Fee	Break-down & Cleaning	Deposit	Fees
Building B - Event Halls									
Akella Assembly Hall with dressing rooms	50' x 70'	360	240	4	\$1,000	\$250	\$150	\$350	\$350
Akella Annadana Kitchen provided only if hall rented	25' x 6'	0	0	2	\$100	\$50	\$25	\$50	\$50
Chamundi (with Homa Kunda)	14' x 16'	20	0	2	\$100	\$50	\$25	\$50	\$50
Lakireddy Auditorium with dressing rooms	60' x 70'	500	240	4	\$1,600	\$400	\$250	\$500	\$500
Building C - Event Hall and Room									
Tirumala(Event Hall)	50' x 27'	120	96	3	\$300	\$100	\$100	125	125
Palani(Event Room)	19' x 25'	40	32	2	\$60	\$30	\$25	\$50	\$50
Building D - Event Hall									
Badrinath East & West wings together	70' x 24'	140	112	3	\$360	\$120	\$100	\$125	\$125
Badrinath East wing only(With Homa Kunda)	30' x 24'	50	40	2	\$160	\$80	\$50	\$75	\$75
Badrinath West wing only	40' x 24'	60	48	2	\$140	\$70	\$50	\$75	\$75
Building D - Event Hall									
Kedarnath East and West wings together	52' x 24'	120	96	3	\$300	\$100	\$100	125	125
Kedarnath East wing only	26' x 24'	50	40	2	\$120	\$60	\$50	75	75
Kedarnath West wing only	26' x 24'	50	40	2	\$120	\$60	\$50	75	75
Building D - Event & Dressing Rooms									
Gangotri(Event Room)	26' x 27'	50	40	2	\$100	\$50	\$25	\$50	\$50
Yamunotri(Dressing Room with bath)	15' x 12'	4	0	2	\$50	\$25	\$10	\$50	\$50
Sabarimala(Dressing Room with bath)	15' x 12'	4	0	2	\$50	\$25	\$10	\$50	\$50

Note 1: Total usage fee to be paid at the time of reservation in US Dollars

Note 2: Security deposit is non refundable in case of cancellation and damages if any will be deducted from the security deposit.

Note 3: Suggested donation for priest services payable to the temple for weddings is \$101 per priest for the first 2 hours.

Every Additional hour or part thereof is \$75 per hour. This is to meet administration expenses of temple & not meant for priest.

Note 4: Suggested donation for all other priest services can be checked at the front desk.

Note 5: **Dakshina to the priest may be paid directly to them.**

Note 6: Round tables that seat 8 at \$5 per table & rectangular tables that seat 3 at \$2 per table can be provided depending on availability

Note 7: Chairs will be provided free of charge depending on availability and upto the capacities specified above

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Event Hall and Event Rooms Usage Schedule

Facility Usage Agreement, Revision 6, April 1, 2016



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The User uses following facilities as per this agreement, for the following date and during the following hours and for the following fee detailed below.

Facility	Set up Date	Set up Time		Total Hours	\$/hr	Total \$
		From	To			
Event Hall						
Event Room						
Event Room						
TOTAL						

Facility	Event Date	Event Time		Total Hours	\$/hr	Total \$
		From	To			
Event Hall						
Event Room						
Event Room						
TOTAL						

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The facilities are provided solely for the purpose of the aforementioned event and shall not be used for any other purpose. Any violation of this allows HCCC to terminate this Agreement and retain all funds. Priest services "if any" will be as specified in Event Hall & Rooms Usage Schedule. Please note that no political functions are allowed in the facilities.

HOLD HARMLESS

I (User) certify that the above information is accurate. I certify that I have read the Terms and Conditions pertaining to facility use and agree to comply with the rules and regulations. I further agree to be personally responsible for informing those using the facility as scheduled in the application, of the rules and regulations of HCCC, Livermore. I, or the organization I represent agree(s) to be responsible for any damage sustained in the facility, equipment or furniture, use of facility and further agree to release and hold harmless the HCCC, Livermore from any and all liability for damage or injury to person or property of the undersigned due to the use of said facility.

TOTAL FACILITY USAGE RESERVATION FEES: \$ _____
FURNITURE SETUP, BREAK DOWN & CLNG: \$ _____
SECURITY DEPOSIT \$ _____
AMOUNT PAID \$ _____

I acknowledge that, prior to signing this agreement, I have read and understood the Terms and Conditions of this Agreement.

User: _____ Date: _____ Phone: _____
(Signature)

User's Name and Address:

HCCC: _____ Date: _____ Phone: _____
(Signature)

1232 Arrowhead Avenue
Livermore, CA 94551-6963

The signatories to this agreement acknowledge that they have the authority to sign this agreement.

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**TERMS AND CONDITIONS
FACILITY USAGE AGREEMENT**

1. DAMAGE & COMPLIANCE:

All agreements must be accompanied with the stipulated security deposit which shall be returned within fifteen calendar days of completion of the event if the facility is left in the same condition as before use and if there are no final settlement charges.

2. CANCELLATION OF AGREEMENT BY HCCC:

Should HCCC cancel the agreement, it will refund all the money paid by the User.

3. USAGE OF ONLY THE AKELLA ASSEMBLY HALL:

If only the Akella Assembly Hall is provided for usage, the Akella Annadana kitchen may be used by HCCC for other purposes at the same time. The Akella Assembly Hall foyer and rest rooms are not included in the usage agreement and they must be left open for free access for HCCC's use.

4. USAGE OF AKELLA ASSEMBLY HALL AND AKELLA ANNADANA KITCHEN:

This is similar to "USAGE OF ONLY THE AKELLA ASSEMBLY HALL" except that the Akella Annadana kitchen IS INCLUDED.

Part of the Akella Annadana kitchen will be used by HCCC for other purposes at the same time.

5. HCCC REGULATIONS:

- a. **As per City regulations all activities must start ONLY after 8:00 AM and should be terminated by 7:00 PM sharp without any exception and all shall leave the campus by 7.30 PM sharp. _____ UI**
- b. On the HCCC property (Temple, Event Hall buildings and everywhere within the premises), cooking, serving or consumption of fish, non-vegetarian food, consumption of alcoholic beverages, chewing tobacco and smoking are strictly prohibited.
- c. User shall not have food or beverages for sale on the HCCC property
- d. User shall not use fireworks or explosive materials in the HCCC premises.
- e. Bottles gas in any form, fog or smoke producing equipment, mylar balloons and confetti are prohibited.
- f. An additional sound system may be used with the written permission of the HCCC. However, since the facilities are located in a residential area, the User shall respect the rights of the neighbors. HCCC or any agent thereof has the right to immediately terminate any event on receipt of complaint from neighbors of excessively loud music or noise or disturbance to the neighborhood.
- g. No handbills shall be placed on the parked automobiles or distributed within the HCCC property
- h. User shall not sell tickets without a written consent by the HCCC. No animals, except guide dogs, will be permitted to enter the HCCC premises.
- i. The User shall comply with the Akella Annadana Kitchen Rules posted at its entrance
- j. The number of guests shall not exceed as stipulated in the event halls and event rooms usage schedule

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6. SUBCONTRACTED SERVICES:

The User is required to give in writing to the HCCC all information about subcontracted services and personnel. User is solely responsible for the conduct of the subcontracted service personnel and for explaining HCCC terms and conditions to the subcontracted service personnel. The User shall ensure that the subcontractors understand that they are required to comply with the terms and conditions.

7 USER’S DESIGNATED REPRESENTATIVE:

The User hereby agrees that the designated representative has permission to act on User’s behalf for decisions pertaining to the aforementioned facility and that the User is solely responsible for all such decisions taken by the designated representative

8 LIMITATION ON LIABILITY:

Except as expressly provided herein, in no event shall HCCC be liable to the User for any direct, indirect, incidental, special, consequential punitive or other similar damages including, but not limited to loss of profits or other economic loss arising out of the use of premises by User or the performance of User’s obligations thereof

9 LIMITATION ON LOSSES:

The HCCC shall not be held responsible for any losses, injuries or deaths that occur within the premises, in the Parking Lot or around the facility, adjacent sidewalks

10 EXTENSION OF EVENT TIMINGS:

Should the User extend the event time beyond which was initially agreed upon in the Usage Agreement, the HCCC shall invoice the User on additional usage fee at the rate provided in Event Hall & Event Rooms Usage Schedule. In any event, all activities must be terminated by 8:00 PM sharp per City Regulations

11 EVENT TERMINATION:

User shall remove all belongings and personnel from the premises on termination of the event. User shall:

- a. Not leave the facilities unattended during the use of the facilities and inform the Custodian on termination of event. Custodian on duty must be informed before the User leaves the HCCC premises.
- b. Not leave any exterior doors open or unlocked except for the doors opened by the HCCC
- c. Ensure that all trash from the facility and the Parking Lot is deposited in the proper receptacles.
- d. Ensure that all furnishings have been returned to their original positions prior to the use of the facilities and all lights have been switched off before leaving the facility
- e. Ensure that the facility is cleaned after use and returned to their original condition prior to the User’s use of the facilities
- f. Ensure that all equipment including gas stoves (if kitchen is used) have been turned off before leaving the facility

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12 FAILURE TO EXIT:

Should the User not exit the premises and remove all personnel and belongings at the time shown on the Contract, then the User will be liable for additional pro-rated fees. HCCC has the right to shut down and secure the building, call the police and press charges if the User refuses to vacate the building.

13 REMOVAL BY POLICE:

Should the HCCC be required to call the Police for evicting the User from the premises due to User's refusal to exit, an additional fee will be assessed. In addition, the User will be responsible for all losses, including any legal fees and the loss of usage due to the premises being unavailable for the subsequent User.

14 LEFT PROPERTY:

Any property unclaimed for fourteen days shall be deemed to be abandoned to be disposed of by the HCCC as the HCCC deems fit, through sale or donation of the above property. Should User claim any left property, User shall be responsible for any costs associated with storage and or reasonable fees as assessed by the HCCC for maintaining the left property up to fourteen days.

15 VIOLATION OF LAW:

The User shall not perform or cause any actions that result in the violation of any applicable City, County, State or Federal laws, ordinances or statutes which may cause the HCCC's insurance premiums to be increased due to User's acts or omissions.

16 PERMITS:

The User is responsible for obtaining any City permits that may be required for the event to occur. A copy of the permit must be received by the HCCC at least seven calendar days prior to the event. Failure to provide certified copies of permits when required will terminate User's rights to use the premises and this agreement will be cancelled as per the section on Cancellation of Agreement by the User.

17 PARKING:

User and User's guests are permitted to park in the Parking Lot during the event which shall be revoked on completion of the event. The User shall make his/her own arrangements for Parking attendants. At User's request, HCCC will provide the name of the agency often used by HCCC to provide parking attendant services or HCCC may arrange for a fee the parking attendants for the User. Parking attendant(s) is required if more than 100 cars are expected.

18 PAYMENTS:

All payments are due before the event. The User is responsible for any additional payments as settlement charges. Examples of settlement charges include but not limited to:

- a. Additional usage hours
- b. Repair of equipment
- c. Additional repair and cleaning required to bring the facility to its original condition prior to usage
- d. Parking lot attendant charges if not included in the contract
- e. Priest services
- f. HCCC shall apply the security deposit towards the above settlement charges. Should the settlement charges be greater than the security deposit, then the User acknowledges that he/she will be solely responsible for these settlement charges and shall remit payment to HCCC immediately on receipt of notice of such charges from HCCC. Should the settlement charges be less than the security deposit, the HCCC will refund the balance within fifteen calendar days after the event.

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19 PAYMENT OF DAMAGES:

In case HCCC is obligated under this Agreement to pay the User any damages incurred by the User, then HCCC will pay the User the amount remaining which was not paid by the User's insurance. However the amount claimed by the User shall be reasonable.

20 HCCC's RIGHT TO ENTER:

The HCCC shall have the right to enter the facility for inspection at any time during the event.

21 AMENDMENT:

This Usage Agreement may not be amended or altered except by an instrument in writing executed by the HCCC and the User

22 PARTIAL INVALIDITY:

If any items are found to be invalid or unenforceable by any court of law, such invalidity shall have no effect on the remaining Items in this Agreement and they shall remain in effect.

23 GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the state of California. Notwithstanding the use of the term "User" in this Agreement, the User is a licensee in the premises only and not a tenant.

24 PRIEST FOR RELIGIOUS SERVICES:

The User is permitted to bring Hindu priest(s) of his/her choice to perform religious service, provided the User informs HCCC at the time of signing the contract. Consistent with the Bylaws of the HCCC, religious services performed by a non-Hindu priest is not permitted.

25 DISPUTE RESOLUTION:

- a. HCCC and the User agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration mediation fees will be divided equally between the parties involved.
- b. HCCC and User agree that any dispute or claim by Law or equity arising between them out of this agreement, which is not settled through mediation, shall be decided by neutral binding arbitration. The arbitrator shall be acceptable to all parties and he/she shall render an award in full accordance with all applicable California laws.

26 PROHIBITED ACTIVITIES:

The facilities are built by the HCCC to promote certain activities associated with the Hindu Religion. The activities conducted in the facilities shall be consistent with the Bylaws of the HCCC. Activities that are not consistent with the Bylaws of HCCC are prohibited.

27. USAGE FEE AND SECURITY DEPOSIT:

- Usage fee in full is due at the time of reservation.
- Security deposit is due in full at the time of reservation and is not refundable in case of cancellation.

User's signature _____

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Facility Usage Special Conditions

The HCCC operations must comply with the City -mandated conditions provided in the following Facility Usage Special Conditions. In additions to these, there are HCCC conditions to maintain and nurture good neighborly relations.

The Facility Usage Special Conditions apply to the lessee (the person signing the Facility Usage Agreement) and to all individuals associated with the event including guests. The lessee shall ensure that:

1. Nobody arrives at the entrance gates before 7:30 am, they **open only at 7:30 am**.
2. Horn Honking is NOT done at any time near the gates or in the parking lots.
3. All functions are conducted inside the facility (rooms, halls and auditorium) that has been rented per the Facility Usage Agreement. No part of the event including the usage of a swing is held in any common areas, corridors, open spaces, fire lane, parking lot etc.
4. Music in the rented facility is not heard in the adjoining areas. Musical instruments including dholak and nadasvaram are ONLY played inside the rented space and NEVER in the open space
5. Amplified music is NOT played outside the rented facility
6. The City is NOT contacted for any special permission bypassing the HCCC
7. Procession/baraat is done inside the HCCC perimeter without any accompanying music either vocal or instruments. Noise including loud singing is avoided at all times.
8. Adhesives/pins on the walls, doors & windows for decorations are not used
9. The trash (food scraps, paper & glass products etc.) are disposed into the trash cans and NOT disposed anywhere on the property including parking areas
10. The rented facility is clean without any trash at the time of vacating the facility.
11. All items belonging to the lessee (event) are removed from the HCCC premises before 7.30 pm. All individuals associated with the event leave the HCCC premises before 8.00 pm as the lights in the rented facility will be turned off at 8:00 pm.
12. **No Drone photography** of any kind is taken inside the HCCC perimeter including the parking lots.

The above are in addition to the "Dos and Don'ts" listed elsewhere in the Facility Usage Agreement'. The signature below will confirm that the lessee has read, understood and will comply with above requirements.

(Signature of the lessee)

Date

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