

# THE FAMILY CENTER

## RENTAL AGREEMENT

315 West 36<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10018

Phone: 212-766-4522 – Fax 212-766-1696

### **Indemnification**

*The Client will be solely responsible for those in attendance at its events. If there is any damage to property or injury to persons by the Client or anyone in attendance at its events, or default by Client in the performance of this Agreement, the Client will pay expenses promptly for all such damage and injury and for all repairs, replacement costs, lost revenues, attorney's fees and expenses incurred by The Family Center, its officers, directors, employees and representatives. The Client will hold The Family Center and its officers, directors and employees harmless from all claims made by third parties as a result of acts or omissions by the Client and those present at its events. The liability of The Family Center and the owners of the premises and their respective officers, directors, employees, partners and representatives to the Client is limited to the amount paid by the Client for the space, and in no event will they or any of them be liable for any incidental, consequential, special or indirect damages.*

---

### **Access**

Participants will not have access to the space(s) designated for their events until the time established in the Rental Contract. The client must account for preparation and clean-up time in their calculation of space usage.

Clients may use space only for the purposes indicated in the Rental Contract. Any change must be approved in advance by The Family Center staff. The Family Center reserves the right to cancel any rental at any time when, in the sole view of The Family Center, the space is being used in ways that would disrupt the normal working atmosphere of The Family Center or building.

### **Room Reservations and Payments**

All rentals must be made for a minimum of one hour of space usage time.

The client must account for preparation and clean-up time in their calculation of space usage. Client will be denied access to the space until the start time stated on the rental contract, and the room must be empty and clean at the end time stated in the rental contract. Participants cannot gain access to the facilities until 15 minutes before the start time of rental. *Any group that enters a room earlier than their start time or stays later than their end time will be charged for a full extra hour of the space rental.*

Payments will only be accepted by check. Checks (made out to The Family Center) may be made in person or mailed.

Clients may "hold" a room by submitting a rental contract and a 50% deposit. The Family Center reserves the right to raise the deposit amount for clients requesting to hold space of extreme high value. A receipt is available for deposit.

Full payments for space rentals are due 7 days in advance. All reservations made within 7 days of the meeting date must be made in person and will not be held without full payment.

All rooms being held with or without deposit may be rented out to other clients if full payment is not received 7 days before the meeting date. If full payment is not received by the meeting date and time, The Family Center will deny the client access to the space until full payment is made.

x \_\_\_\_\_ (Initial Here)

**Insurance**

One-time event rentals require agency's [proof of insurance](#). [For reoccurring rentals, please add The Family Center as additionally insured and send us a copy of the certificate](#). Insurance documents must be received 24 hours prior to the rental.

**Cancellation Policy**

Please give at least 24 hours notice if you need to cancel a reservation. There will be a 50% charge of the total room rental rate in the event of a no show or cancellation less than 24 hours before a scheduled reservation.

x \_\_\_\_\_ (Initial Here)

**Housekeeping**

It is the client's responsibility to make sure to leave the room as clean as it was when they arrived. Clients must:

- Place all trash and recyclables in designated receptacles. Please notify The Family Center's Front Desk if additional trash receptacles or trash bags are needed.
- Remove all literature and discard unwanted items in the appropriate receptacles at the end of the event.
- The Family Center cannot be held responsible for personal belongings. Please give any unclaimed personal belongings to The Family Center's Front Desk for lost-and-found. Found items will be kept for one week and then discarded.

**Furniture and Equipment**

All Family Center furniture and equipment must remain inside the premises at all times. Furniture or any other equipment cannot block any doorways or fire exits at any time. Requests for furniture set-ups in the multipurpose room of tables and chairs must be made at least 7 business days in advance by submitting a space set-up form.

Client shall always exercise care in their use of The Family Center and its equipment. The Family Center reserves the right to charge a Client for repair or replacement of any equipment or furniture that is damaged or missing during the period it was rented to the Client.

**Decorations & Property**

No decorations may be attached to the walls, ceiling, or light fixtures. Candles or Incense may not be used. No posting of any signs or materials outside of meeting space and time is allowed without special permission from The Family Center.

**Food and Beverages**

Clients must notify The Family Center in advance before bringing in food and beverages for meetings or programs. The Family Center does not provide catering service. Clients are responsible for providing necessary items for serving food and beverages. Clients are responsible for disposing of all unconsumed food and beverages in the appropriate garbage receptacles at the end of their events, as well as removing any serving or catering supplies.

**Alcoholic Beverages**

Alcoholic beverages may not be served at any time.

**Deliveries**

Clients must inform The Family Center of the names of all persons or vendors making deliveries for events in advance as written in the rental contract. Clients must arrange for deliveries to arrive when they are present. The Family Center will not be liable in any way for the fact or subsequent consequences of a delivery not being accepted. The Family Center will not take responsibility for COD deliveries. The Family Center is not liable for any deliveries that arrive when the Client is not present.

**Changes in Room Assignments**

It is part of The Family Center’s mission to provide space to as many community groups and organizations as possible. To make best use of The Family Center’s space, it is necessary on occasion to re-assign spaces. The Family Center reserves the right to make such re-assignments.

**Noise**

Client must keep all noise, music, and other sounds within the event at a reasonable volume. Any sound that interrupts any other activities within the office or building is unacceptable. Any group that cannot keep noise under control may be asked to leave the building.

**Services**

The Family Center provides no services other than space access and pre-approved furniture and technical equipment set up.

**Storage**

The Family Center cannot be responsible for equipment or property that is left on its premises. The Family Center reserves the right to dispose of any property left on the premises after an event is concluded.

**Capacity**

The number of participants specified in the rental contract must be adhered to; The Family Center reserves the right to limit any additional persons beyond the contracted number in the facility.

**Media Coverage**

No media coverage, television or live internet will be permitted unless authorized by The Family Center.

**Rental Rates**

The Family Center reserves the right to adjust the general space fee at any time. Fees are subject to change upon renewal of any Space Usage Application or Rental Contract.

The Family Center reserves the right to deny space to any client in the case of a breach of contract, breaking of any rules, or any events or behavior that disrupts any other activities within The Family Center.

x \_\_\_\_\_ (Initial Here)

*The Family Center does not discriminate on the basis of race, color, national or ethnic origin, sex, disability, veteran status, age, sexual orientation, gender identity or gender expression in the administration of any of its programs or policies.*

**Signatures**

By signing below, Client’s representative acknowledges that he/she has authority to enter into agreements on behalf of Client, and that he/she has received, read and fully understands the above Agreement.

Client Representative: (Print Name)	The Family Center Representative: (Print Name)
Signature:	Signature:
Date:	Date:

Please return agreement to The Family Center Attn: Juliana Hawawini, 315 West 36<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10018