



2019-2020 Rental Application

Today's Date: _____

Organization's Name: _____

Address: _____

Contact Person: _____ Position: _____

Email: _____ Phone/Cell #: _____

Please Check One:

Private Company Community Initiative Nonprofit 501 (c)(3) School Synagogue

Name of Event: _____

One-time event Reoccurring event Date of Event (for one-time events): _____

Desired time slot (day and time) for reoccurring events: _____

Will this event be: Open to the community Closed to the community/invite -only

Event Description: _____

Food & Beverage (**MUST BE KOSHER**): _____

Event Setup Time: _____ Event Breakdown Time: _____

Number of Guests Expected: _____ Hall Requested: _____

Demographic: _____ # of Tables needed: _____ # of Chairs needed: _____

Additional Requests: _____

Application Completed By:

Name: _____

Signature: _____



2019-2020 Rental Application

For IAC Management Use Only

Application Reviewed by Center Management(Date): _____

Application Approved by Center Activity Committee (Date): _____

Rules and Regulations Received and Signed (Date): _____

Hold Harmless Agreement Received and Signed (Date): _____

Center Rental Fee Received, Amount \$ _____

Damage Deposit Received, Amount \$ _____

Security Fee Received, Amount \$ _____

Staff Member Supervising Event: _____

Proof of 501 (c)3 status received by: _____



Rules and Regulations

1. Applications:

- a. The IAC Shepherd Community Center can be reserved by submitting an application, along with a signed Rule and Regulations and Hold Harmless Agreement to the IAC Shepherd Community Center Director either by email, Shephercenter@israeliamerican.org, or physically at the IAC Shepherd Community Center, 6530 Winnetka Avenue, Woodland Hills, CA 91367. Office hours are 8:30 am-5:30 pm Monday through Thursday, and 8:30 am-3:30 pm Friday.
- b. Planned use of the Center must be clearly stated within the application. Failure to disclose complete information will result in termination of the approved application.
- c. Applications must be submitted at least 14 days in advance.
- d. Use of the Center is determined by center management on a first come, first serve basis. Management reserves the right to decline a request for use of the Center.
- e. Applicants are responsible to follow up and confirm the approval or denial of applications submitted.

2. IAC Shepherd Community Center Capacity: Per fire code, the maximum number of people allowed in the Large Hall is 230 and in the Small Hall 202. Renters are not allowed to exceed this number.

3. Fees:

All fees must be made in the form of a check payable to Israeli-American Council, and received no less than 7 days in advance of the event. The refundable damage deposit must be on a separate check. Cancelled reservations require 48 hours prior notice or your deposit will be forfeited. Fees are as follows:

- a. \$125.00 per hour per hall during regular operating hours per hall (Mon.-Fri. 8:30 am-5:30 pm) with a 4-hour minimum
- b. \$175.00 per hour per hall after operating hours (weeknights after 5:30 PM) with a 4-hour minimum
- c. \$250.00 per hour per hall on Sunday with a 4-hour minimum
- d. \$300 refundable security deposit for damages and reservation (**please note if a deposit is not received the room cannot be reserved**)
- e. These fees are subject to change per Center Management

4. Cleaning/Damage:

- a. Users are fully responsible for its agents, members, participants and invitees and shall be liable for any cleaning and/or repairs necessary for the use of the Center halls, kitchen, bathrooms, parking lot, equipment, fixtures, furniture, floors, landscaping and other fixed assets that belong to the Center.
- b. The tenant is liable to any damages to property that accrued during activity or event hosted by the last or by its guests and invitees, in case of damages the tenant can choose to do the repair on his own after informing the landlord about the situation and get his approval or pay the landlord the repair cost, any estimate or repair need to be done by licensed professionals according to state and federal California laws.
- c. Center Management reserves the right to retain some or all of the deposit if the Center needs significant cleaning or repairs due to your use of the Center. You will receive a detailed report and cost for the cleaning and/or repairs.
- d. If there are no expenses for cleaning and/or repair, your deposit will be refunded following your event.

5. Rules and Regulations:

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

6. Equipment available for use:

- a. Round tables 60 inch – 15
- b. Rectangular tables 8 ft. – 15
- c. Folding chairs – 230
- d. Projector and screen (1 electrical cord, presentation clicker, MAC adaptor, HDMI cable and VGA cable)
- e. Sound equipment (2 mics and 1 Madonna ear piece) tenant is responsible for checking sound prior to the event.
- f. Landlord is responsible for providing the rental requested equipment but is not responsible for setting up the event.

7. Usage:

- a. All food and beverage brought into the Center must be Kosher. Certificates must be submitted to Center Management for review.
- b. Center must be maintained in a clean and orderly condition at all times. Please place trash in provided receptacles.
- c. Any tables used for crafts involving paints, markers, glue, ink or any other material that could cause damage are to be covered to protect the tables. Special attention

must be paid to protect the flooring as well. All protective materials are the responsibility of the user to provide.

- d. All property, materials and items brought into the Center must be removed upon completion of activity. The Center is not responsible for the loss or damage of property left behind.
- e. The parking lot may be used for guest parking. The available number of spots are: 68. Street parking is also available, conditional upon posted street signs. No parking is allowed in the adjacent parking lot belonging to the residential building, Rancho Del Valle apartments. Violators are subject to towing.

8. Prohibitions:

- a. No activity is permitted that is in conflict with the mission and purposes of the IAC Shepherd Community Center.
- b. No signs may be erected on the property or the adjacent sidewalk without prior consent from Center Management.
- c. No fundraising activities such as galas, casino nights, etc.
- d. Events of a political nature will not be allowed, including political fundraisers, campaign events, political meetings and events hosted by candidates running for office.
- e. No overly loud, disruptive, unruly or illegal conduct is permitted at any time during the use of the Center
- f. You may not nail, staple, glue or tape objects to the walls, ceilings, chairs or fixtures.
- g. All use of electricity must be limited to the voltage available at the Center. If necessary, users must consult an electrician to avoid shorting the circuits.
- h. The IAC Shepherd Community Center is a smoke-free environment. All smoking must be done in designated outdoor areas.

9. Advertising:

- a. All advertising must be approved by Center Management prior to distribution. All materials must reflect the correct name of the Center: IAC Shepherd Community Center and include the IAC Shepherd Community Center logo.
- b. Videos and photos of the event must also mention the correct name of the Center.

10. Access to Center:

- a. Access to the Center will be granted via an IAC staff member, who will open the facility for your use, and lock it up after your activity has completed. On some occasions, we will arrange for keys to be temporarily given to users, along with a code for the gates and alarm.

11. Transfer of Contract:

- a. This contract cannot be assigned or transferred without the written consent of Center Management. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, waived, varied or discharged, except by any instrument in writing. The validity, construction and effect of this contract shall be governed by the laws of the State of California, regardless of place of performance.

12. Assignment and Subletting

The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

13. Severability Provision

If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

14. Mediation/Arbitration

- a. In the event that any controversy, claim, or dispute arises out of or related to this Agreement or the interpretation, performance, or breach hereof, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a "Dispute"), then such Dispute shall be resolved according to the procedures set forth in this paragraph which shall constitute the dispute resolution mechanism hereunder. In the event that the parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a reputable mediation service, for mediation in Los Angeles County before a mediator who is an experienced mediator in the disputed matters. If the parties are unable to resolve one or more Disputes(s) by mediation, then either of the parties may petition to initiate arbitration and to appoint an arbitrator. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the applicable law. If either party refuses to perform any or all of our obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other may enforce the final award in any court of competent jurisdiction in Los Angeles County."

15. Insurance

- a. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, insurance coverage is required by the Landlord for all activities and property the tenant have or will do, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- b. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord, naming the IAC as insured.
- c. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

****IAC reserves the right to revise the IAC Shepherd Community Center Rules and Regulations and pricing without prior notice. IAC reserves the right to cancel a booking for the Center upon at least 48 hours advance notice, and all event fees and deposits will be refunded.***

Acknowledgement

I have read and understand the rules and regulations set forth herein. I, and the organization that I am authorized to represent, agree to be bound by all such rules and regulations and all other agreements contained therein. I understand that a violation of any rules and regulations will result in the organization no longer being able to use the IAC Shepherd Community Center.

Date: _____

Organization: _____

Signed by: _____

(Print Name)

(Signature)

Reservation Date: _____



Hold Harmless Agreement

In return for the right to use the IAC Shepherd Community Center, we the undersigned hereby agree to indemnify, defend and hold harmless the IAC Shepherd Community Center, the Israeli-American Council, and each of their respective agents, servants, officers, directors, and employees (collectively, Indemnified Parties), from and against any and all claims, damages, actions, losses, liability and expenses (collectively, Claims), in connection with loss of life, personal injury and/or damage to property arising from or out of _____ (name of organization), its agents', and/or employees' occupancy and/or use of the IAC Shepherd Community Center.

_____ (name of organization) hereby holds harmless IAC Shepherd Community Center and its officers, agents and employees from any and all claims because of actual or alleged acts or admissions, whether with or without merit, arising from _____ (name of organization) occupancy at IAC Shepherd Community Center on _____ (date) from _____ (time) and agrees to defend, indemnify and hold harmless IAC Shepherd Community Center, there from without cost to IAC Shepherd Community Center and pay any judgements and/or actions arising there from.

As additional consideration to the Indemnified Parties, _____ (name of organization) agrees that the Indemnified Parties are not responsible for any property used by or brought on the premises by _____ (name of organization), its agents and/or employees and that _____ (name of organization) will take necessary steps to protect the same.

By: _____

(Print Name)

By: _____

(Signature)

Title: _____

Date: _____