



Zoroastrian Association of Houston

ZOROASTRIAN HERITAGE & CULTURAL CENTER

RENTAL AGREEMENT

This agreement is entered into between Zoroastrian Association of Houston (ZAH) referred to as “Lessor”, a Texas Corporation with office at 8787 W. Airport Blvd, Houston, Texas 77071 and

_____ referred to as “Lessee” whose address is _____.

LEASE OF PREMISES:

1. Lessor agrees to lease to Lessee and Lessee agrees to pay for the use of

and facilities and equipment located upon the premises at 8787 W. Airport Blvd., Houston, Texas 77071, hereafter called the “Facility”, it being understood by Lessee that no cooking is permitted in the kitchen and that the kitchen shall be used only for set up and serving of food and beverages.

2. The duration of the use under this Agreement for the event shall be beginning at _____

a.m./p.m. on _____ and ending at _____ a.m./p.m.

on _____. Removal of all items and equipment brought into the facility by Lessee or his vendors/service providers, including but not limited to musical

instruments and equipment, table linen, crockery and flatware, and table/stage/room decorations shall be removed by _____ a.m./p.m. Usage beyond the scheduled expiration time for the event shall be charged an overtime rate of \$150/- per hour or any part thereof, and for usage beyond 1:00 a.m. the lessee shall be charged an additional rate of \$150/- per hour or part thereof.

3. Lessor shall provide to Lessee a day prior to the rental date a security FOB to enable him and his vendors/service providers access into the facility for setup purpose only. Lessee is hereby notified that without the security FOB entry into the facility will not be possible and, therefore, it shall be the Lessee's responsibility to obtain the FOB from the Lessor. Such FOB shall be provided on the express understanding that the same shall be returned to the Lessor's caretaker immediately on conclusion of the function, failing which the entire deposit mentioned in Clause 7 hereunder shall stand forfeited.

4. Lessee shall pay to Lessor the sum of \$ _____ for the use of the Facility and equipment located upon the premises as defined in clause [1] above, the said charge to include set up of tables and chairs and cleanup for _____ guests, the maximum number allowed being three hundred fifty [350]. The said sum of \$ _____ should reach Lessor no later than fifteen [15] days prior to the event if payable in cash or twenty [20] banking days prior to event if payable by check.

5. Lessor shall provide two security officers for four hours for the event. For events requiring security for more than four hours, an additional charge of \$35 per hour per security officer shall be levied. Lessee shall not be permitted to provide his or her own security guards.

6. Lessor shall in no way be held responsible for any liquor liability.

DEPOSIT:

7. On execution of this Agreement, Lessee shall pay to Lessor a security deposit of \$_____. Lessee shall be responsible for any damages incurred by Lessee or Lessee's guests, vendors or attendees during the event or otherwise when using the premises as may be determined by Lessor's inspection of the premises and equipment. The deposit shall be withheld to the extent of premises and/or equipment damaged in any way or where it is required to carry out excessive clean-up to include cleaning of tables, removal of linens or decorations and trash and debris left in the facility or its grounds and parking lots. The additional charge for excessive cleanup will be determined by Lessor and shall be deducted from the said deposit. In the event damages exceed the deposit, a separate invoice shall be prepared payable by Lessee to Lessor within 15 days of the invoice. In the event the security FOB is not returned to the Lessor's caretaker immediately on expiration of the event's scheduled time as stated in clause 2 above, the entire amount of the deposit shall be forfeited.

8. The amount for any special or extra services provided by Lessor shall be deducted by Lessor from the deposit and any amount in excess of the deposit will be invoiced and payable by Lessee to Lessor within ten (10) days of the invoice.

CANCELLATION:

9. Lessor reserves the right to offer the premises on rent to any other party should there be any undue delay on the part of Lessee in signing this Agreement or in payment of the deposit within the time stipulated in clause [7] of this Agreement.

10. If cancellation of the Agreement is made by Lessee, he or she will be entitled to refund of the Deposit only to the extent stated hereunder:

[a] If cancelled less than sixty [60] days before the event, irrespective of the date when the Agreement was signed: no refund

[b] If cancelled more than sixty [60] days but less than ninety [90] days before the event: 50% [fifty per cent], and

[c] If cancelled more than ninety [90] days before the event: 75% [seventy-five per cent].

SERVICES PROVIDED:

11. Aside from use of the Facilities, Lessor will provide set-up of guest tables, chairs and buffet tables, security guard(s) and cleanup.

12. Lessee shall be present throughout the event and if the Facility is rented by a party planner or a third party on behalf of their client, then it shall be incumbent upon the party planner/third party to be present at the ZAH Hall for the entire duration of the event and not intermittently during the event.

13. Lessor may arrange for a caretaker to be present during the event but at no stage shall the caretaker be asked by Lessee to pick up or put away chairs, tables or any equipment or to empty trash, clean up the kitchen, restrooms or any other area or to supervise the entry or exit of guests or their vehicles.

14. Additionally, the Lessor will provide services of the nature described in exhibit "A" hereto, which exhibit, shall be considered an integral part of this Agreement.

OTHER PROVISIONS

15. Lessee shall not attach anything to the walls, banisters, doors or railings of the Facility without Lessor's permission. No birdseeds, rice, confetti, natural potpourri, glitter, flower petals or materials of that nature are permitted to be thrown or used for decoration. No smoking is or shall be allowed within the building located upon the premises. (Smoking may be carried out only outside and twenty-five feet away from the building). Lessor shall provide trash

containers and trash liners but Lessee or his/her vendors shall be responsible for removal of trash to the on-site dumpster.

16. Failure to conform to restrictions may result in all or part of the deposit not being refunded unless Lessee chooses to pay for or provide for cleanup of these materials.

VENDORS:

17. Lessee must advise Lessor two (2) weeks in advance of their event of the names and addresses of all Vendors to be engaged by Lessee. Lessee will, at the same time, furnish evidence satisfactory to Lessor, of vendors' Workers Compensation insurance, liability insurance and, as applicable, food handler's certification and liquor license. **LIABILITY:**

18. Lessee assumes total liability for injuries to Lessee and to his or her vendors, guests or attendees present at the event and hereby agrees to indemnify and hold Lessor harmless for any action or liability which may arise from the event. Lessor shall not under any circumstances be subject to any liability whatsoever to Lessee, and his/her vendors, guests, attendees, servants, agents, employees, invitees, licensees and concessionaires. Lessee shall indemnify and defend Lessor and save it harmless from and against any suits, actions, damages, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at or from the Premises, or the occupancy or use by Lessee of the Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, [including use of the sidewalks and Common Facilities within the Premises]. If Lessor shall be made a party to any litigation commenced by or against Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees. This indemnity obligation shall not be limited by the provisions of any Workers' Compensation Act or other similar statute.

NOTICES AND COMMUNICATIONS:

19. All notices or other communications required under this Agreement shall be effected by personal delivery in writing or by certified mail, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to parties at their respective addresses as set forth above or when mailed to the last address provided in writing to the other party by the addressee.

20. This Agreement supersedes all other Agreements, either oral or in writing, between the parties to this Agreement. This Agreement contains the entire understanding of the parties and all of the convenience and agreements between the parties. This Agreement shall be administered under the laws of the State of Texas, and any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement shall be brought solely in the federal or state courts located in Harris County, Texas.

EXECUTED ON _____ in Harris County, Texas

LESSOR

By: _____
(On behalf of the ZAH Executive Committee)

LESSEE

By: _____.

Dated: _____

Round Tables	-	29	(60 inch Wood Top - Seats 8 people)
Rectangular Tables	-	11	(6 ft. i.e. 30" X 72" Plastic Top - Seats 8 people)
		7	(6 ft. i.e. 30" X 72" Wood Top - Seats 8 people)
		8	(8 ft. i.e. 30" X 96" Plastic Top - Seats 10 people)
Chairs (folding gray)	-	300	
(folding brown)	95		

Stage

Dance Floor

Parking

Garbage Cans and extra Garbage Bags

Toilet Paper, Soap & Napkins for Restrooms

Kitchen Towels

Security Officer(s)

Cleaning Service after function

Refrigerator(s) Usage

Oven(s) Usage

Microwave Usage

Amenities Not Provided:

Tableware

Sound System

Cooking supplies, China, Utensils, Cutlery, etc.

Cooking is NOT permitted (Use of Ovens and Microwave is only for heating purposes)

RULES TO FOLLOW - DURING AND AFTER RENTALS

1. Do NOT use heavy tapes or nails to attach décor.
2. Harness all gas balloons so they do not get entangled in electric fixtures especially fans.
3. Clear tables of any items, including table cloth.
4. Remove all décor
5. Remove all items from counters, floors, stage, dance floor, etc.
6. Place all garbage **IN** the dumpster that is located behind the building. **DO NOT** leave any garbage outside the dumpster.
7. If catering from outside, please make arrangements in advance to haul all china, utensils, glasses and any other items brought by them at the end of the function.
8. If table and chairs have covers, please remove them at the end of the function.

Failure to follow the above rules may result in withholding of partial or entire deposit.