



# FACILITY RENTAL AGREEMENT

Masjid Khadijah

100 Nipissing Rd. #7, Milton ON, L9T 5B2

+1 (647) 705-5592 ext. 2



## SECTION A: (to be filled out by renter)

Name of Renter: \_\_\_\_\_ Cell: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Number of people attending: \_\_\_\_\_ Hours of Use: \_\_\_\_\_

## FACILITY RENTAL AGREEMENT - RENTING RULES

WHEREAS Masjid Khadijah has consented to the Renter leasing the Facility during the time and for the purposes indicated, the Renter agrees to the following:

- To provide payment in-person to **Suffah Academy** for **ONE HUNDRED AND FIFTY DOLLARS (\$150.00)** as a non-refundable cleaning fee for the Facility and **SEVENTY FIVE DOLLARS (\$75.00/HR) PER HOUR** for facility rental fee.
- To provide payment in-person to **Suffah Academy** for **THREE HUNDRED (\$300.00)** as a security deposit for the Facility. This amount is fully refundable after an Inspection of the Premises has been completed and everything found to be in order. *The deposit will be used to cover any damages (including all furniture, fixtures and other real property of Masjid Khadijah that may require repair or replacement as a result of the use of the facility by the Renter), extra cleaning costs. The deposit will be forfeited if there is any major breach of regulations which the renter does not address when requested to by security or management.*
- **All payments and deposits must be made within four (4 days) after the date of reservation. Failure to provide payment and deposits may result in the cancellation of your booking.**
- Reservations must be made a minimum of 5 days prior to the event date.
- That the person renting the room is responsible for any cleaning, tidying, and/or organizing the facility to its standard condition.
- Renter is above age of 21 and will be present at the facility throughout the period of renting and responsible for any damages
- Agrees to all Terms & Conditions

This signed agreement should be submitted to the manager.

*The renter may cancel this Agreement by giving the Masjid a notice 72 hours prior to the event.*

## SECTION B: (to be filled out by management)

Total Amount Paid: \_\_\_\_\_ Receipt ID: \_\_\_\_\_ Date: \_\_\_\_\_

Security Deposit Received: \_\_\_\_\_ Total Hourly Amount Received: \_\_\_\_\_

Cleaning Fee Received: \_\_\_\_\_

Management Representative Signature: \_\_\_\_\_

Security Deposit Returned: \_\_\_\_\_ Received by: \_\_\_\_\_

Receivers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION C: (to be filled out by renter)**

**TERMS AND CONDITIONS**

I HEREBY AGREE to the following terms and conditions in consideration of having the exclusive use of the premises by myself, members of my family and invited guests and I further agree that any breach of these terms and conditions shall result in the forfeiture of all of my deposit money to the Masjid's.

1. It is understood and agreed that a maximum of one hundred fifty (150) persons is allowed to be present in the Facility, in compliance with the Fire Regulations.
2. Damage to furnishings and/or room finishes and/or theft or loss of the Masjid's property is the responsibility of the Renter who will be invoiced for the costs of repairs on refinishing as determined by the Masjid in its sole discretion. The renter hereby accepts responsibility for the use of the room in according to regulations governing usage of areas described in the permit, and as set out herein.
3. The renter will be responsible for providing directions to the facility for his/her guests. NO ADDITIONAL SIGNS may be posted anywhere on the property and doors are not to be left open and unattended for people to enter.
4. The renter will be responsible for his/her guests' behavior. If, in the opinion of the Masjid's or its representative(s), the renter cannot or will not control the behavior of his/her guests and the situation in the Masjid's opinion has deteriorated to an unsatisfactory level, the Masjid's or its representative(s) on duty will have the full authority to terminate the party immediately and ask all persons to leave the premises and/or the police may be called to assist the representative(s) in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the sole discretion of the Masjid as to whether the security deposit will be withheld and as to whether the renter will be permitted to use the Facility for further occasions.
5. That any damage to the building, grounds, or room itself, caused by the renter, any member of the renter's family, or by any of the renter's guests by reason of or arising out of the rental and use of the Facility will be the full responsibility of the renter, and that the renter agrees to pay the costs involved in restoring any property damaged to its original condition.
6. Exits must be kept free from obstruction at all times.
7. Decorations permitted in the Facility can only be tied to tables or chairs. Decorations cannot be affixed (taped) in any way to the ceilings, walls, windows, doors or air diffusers.
8. The use of confetti and/or rice is not permitted.
9. The party is to be confined to the Facility. No drinks or food are allowed beyond the Facility Doors.
10. No cooking shall take place in the Facility. All food must be removed from the room when vacated.
11. The renter will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities in the common areas. No noise which disturbs the other renters of the building shall be permitted in the Facility.

12. The contemplated use of the premises must be fully disclosed to the Masjid's as a condition of, and prior to the rental of the Facility. It is agreed that the premises will not be used for any immoral or offensive use. The renter is responsible for full compliance with any legal or regulatory obligations and will indemnify and hold harmless the Masjid's from any breach thereof.

13. Without limiting the generality of the foregoing, the Facility restrictions include:

- a. No stage parties permitted.
- b. No live entertainment permitted without the prior approval of the board
- c. No commercial functions permitted. No activity of any kind where an entrance fee, admission charge or donation is expected shall be permitted in the facility.
- d. All functions must end by 12:00 midnight and all guests must leave the premises immediately. Security has instructions to call the police for assistance in removing guests who have not vacated the premises within thirty (30) minutes following the conclusion of the party.

14. The renter agrees to obtain all permits, licenses and consents that are required in connection with the use of the Facility by the owner as aforesaid, and to obtain such permits, licenses, and consents at his or her own expense prior to the rental date set out above, and to have licenses, permits, and consents posted or available for inspection, as may be required.

15. The renter agrees to not use any alcoholic beverages of any kind.

16. The renter agrees to NOT LEAVE ANY FIRE HAZARDS AND REMOVE DECORATIONS.

17. The Masjid reserves the right to reserve the facility on special days and occasions, so that the use of the facility may be shared as a common element by all renters. The Masjid's use of the facility for such occasions shall be publicized at least two (2) weeks in advance.

18. The Masjid management and/or its acting agent reserves the right to refuse any booking request which in their opinion is not for a renter's personal use, is a threat to security or may disturb the quiet enjoyment of other Masjid attendees.

19. Smoking is not permitted in the Facility.

Failure to abide by the rules will result in holding of the deposit amount as well as extra charges if seen fit. Also, a ban of booking the amenity room for future events might be placed on the renter..

#### **INDEMNITY OF THE MASJID**

1. Any person, persons or organization using the facilities and common element areas shall indemnify and save harmless the Masjid, its officers or employees, the Suffah Academy, its employees and other agents of the Masjid's as contracted from time to time, from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expense of the person, persons or organization to whom any permit is issued, all suits which may be brought out against the Masjid's, its officer or employees, the Management Company, its employees and other agents of the Masjid's as contracted from time to time, in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Masjid's, its officers or employees, the Management Company, its employees and other agents of the Masjid's as contracted from time to time, on the account thereof.

2. I further agree that the function will end and all guests will leave by 12:00 midnight sharp (any nasheeds to stop at 11:00pm). The room must be fully cleaned and closed by 1:00am. No beverages will be served after 12:00 midnight and in breach of same, I shall be personally responsible for any charges or penalties levied, in either criminal law or civic law.

3. The renter is required to clean up the facility to a "generally acceptable standard" of cleanliness by 1:00am the night of the party. All cleaning materials must be provided by the renter. All garbage must be removed from the Facility and disposed of accordingly. All equipment must be cleaned after use.

I confirm that I have received a signed copy of this Agreement for my records and I acknowledge that I have read all the regulations, understand them all completely and agree to comply with the same in all respects.

Renter Name (please print) : \_\_\_\_\_

Renter's Signature \_\_\_\_\_

\_\_\_\_\_  
Management Representative Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_