



Houston Street Center

273 Bowery, New York, NY 10002

Phone: 212-475-5008 · Fax: 212-475-4231

RENTAL AGREEMENT

Proceeds from the Center's space rentals will help underwrite the costs of operations at the Houston Street Center.

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 Center, its officers, directors, employees and representatives, participants and other guests. The Client will hold the Center and its officers, directors and employees harmless from all losses, costs, liability, judgment, damages, claims, and expenses (including reasonable outside attorney's fees) of any nature arising from any breach or alleged breach of any of the foregoing representations, warranties or agreements made by the Client or in the event of any claim brought against the Center Administration made by third parties as a result of acts or omissions by the Client and those present at its events. The liability of the 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. Client property is not covered by Houston Street Center insurance policies.

Clients agree that the Center shall not be liable for failure to provide physical properties and services in the event that such failure is caused by acts or regulations of public authorities, labor difficulties, strike, epidemic, interruption or delay of transportation services, delays in construction schedules or any other cause beyond the control of the Center.

Insurance

At the sole discretion of the Center Administration, the Client is required to add University Settlement and Chinatown YMCA as an additional insured on the Client's insurance policy, with comprehensive public liability insurance with a minimum coverage of \$1,000,000 Bodily Injury/ Property Damage combined single limit per occurrence and will provide such certificate indicating the required coverage, and naming the YMCA and University Settlement as additional insured.

Access

All participants must sign-in and receive a pass at the designated Houston Street Center front desk in order to gain access to any space within the Houston Street Center. Participants cannot sign-in and/or gain access to the facilities until 15 minutes before the start time of rental, and cannot have access to the room/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 Space Usage Application. Any change must be approved in advance by Center staff. The Center reserves the right to cancel any rental at any time when, in the sole view of the Center, the space is being used in ways that are inconsistent with the Center's mission or that would disrupt the normal working atmosphere of the Center or building.

Room Reservations and Payments

All rentals must be made for a minimum of three hours of space usage time.

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. **Upon approval**, any group that uses the space outside of the contracted time will be charged incrementally by the hour at standard rates.

Credit card payments may be made via phone or in person. Checks/money orders (made out to University Settlement) may be mailed. All cash payments must be made in person. Clients are strongly encouraged to pay by check.

For one-time rentals: Upon approval, clients secure a room by submitting ALL rental paperwork and payment IN FULL.

For Recurring Rentals: Upon approval, clients secure a room by submitting ALL rental paperwork and a 50% deposit. The Center reserves the right to raise the deposit amount for clients requesting to hold space of extreme high value. Payment in full is expected 14 days prior to start of rental.* Alternative payment schedules must be approved by the administration at the Houston Street Center.

If full payment is not received by the meeting date and time, the Center will deny the client access to the space until full payment is made.

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Cancellation Policy

Cancellations must be submitted in writing to an authorized staff member. Cancellations that do not receive a response in writing from an authorized staff member will not be honored. For cancellations made more than **30** days before first day of use, there will be no cancellation fee and deposit and/or payment will become a credit toward future room use. **Rental Credits must be redeemed within 6 months of being granted. No refunds are available.**

For cancellations made under 30 days of the meeting date, there will be no refund or credit given; client will lose the room rental payment and is liable for any outstanding balance. Fees may be assessed for cancellations of large value at the discrepancy of the Houston Street Center management. Clients that repeatedly make cancellations are subject to be denied space.

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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 Houston Street Center facility staff if additional trash receptacles or trash bags are needed. Remove all literature, decorations, signs, etc. and discard unwanted items in the appropriate receptacles at the end of the event. The Center cannot be held responsible for personal belongings. Please give any unclaimed personal belongings to University Settlement's Front Desk for lost-and-found. Found items are kept for 7 days and then donated when possible or discarded.

Room Set-Up

Requests for furniture set-ups of tables and chairs must be made at least 14 days in advance by submitting a space set-up form. All set-ups must be confirmed by the Center. If set-up form is not submitted in ample time, client is responsible for their own furniture set-up. All Houston Street Center furniture must remain inside the premises at all times. Furniture or any other equipment cannot block any doorways or fire exits at any time.

Equipment

All equipment must be paid for and requested 14 business days in advance. All equipment requests must be approved by Center staff. Equipment is to be signed out at front desk when signing in for session and returned to front desk at the session's completion. Client is responsible for setting up and utilizing equipment without assistance from Center staff. All Houston Street Center equipment must remain inside the premises at all times. Client shall always exercise care in their use of the Center and its equipment. The 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

All decorations must be approved by the Houston Street Center in advance. No decorations may be attached to pipes or light fixtures. Only blue painter's tape may be used to affix decorations. No posting of any signs or materials outside of meeting space and time is allowed without special permission from the Center.

Food and Beverages

Clients must notify the Center in advance of bringing in food and beverages for events or programs. The 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 event unless by special written permission from the Houston Street Center.

Deliveries

Clients must inform the 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, and is not liable for deliveries that arrive when client is not present. The Center will not be liable for consequences of a delivery not being accepted. The Center will not take responsibility for COD deliveries.

Changes in Room Assignments

It is part of the Center's mission to provide space to as many community groups and organizations as possible. To make best use of the Center's space, it is necessary on occasion to re-assign spaces. The 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 building is unacceptable. Any group that cannot keep noise under control may be asked to leave the building, with no refund.

Services

The Houston Street Center provides no services other than space access and pre-approved furniture set up. Clients are responsible for their own equipment and supply set-up and clean up. Houston Street Center staff will not provide help carrying equipment or supplies, setting up equipment, or any similar services.

Storage

The Center cannot be responsible for equipment or property that is left on its premises even if the Client is given access to storage space by the Center. The Center reserves the right to dispose of any property left on the premises outside of arranged storage agreement, and may add a disposal fee to the contract amount. With a storage fee, short term storage and minimal storage is available at the discretion of the Center management.

Capacity

The number of participants specified in the rental contract must be adhered to and may not exceed room capacity; the 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 expressly authorized by the Center.

Rental Rates

The Center reserves the right to adjust the general space fee at any time with at least 30 day's notice. Notice will be deemed sufficient if a written notice is prominently displayed in the public space of the Center, website or email marketing. Fees are subject to change upon renewal of any Space Usage Application or Rental Contract.

Personnel Changes

If during the term of a Space Use Agreement a Client experiences significant personnel changes, especially in the prime contacts that are provided to the Center in the Space Use Application and Rental Contract, the Client is responsible for notifying the Center of such changes.

Listing in Publications

All clients renting space from the Center will be added to the Center's mailing list. Use of the Center's name as a meeting sight in publicity materials does not imply endorsement by the Center. Clients may not use the Center's logo in any promotional materials without permission from and review of the material by the Center Director or his/her designate. The Center will be held harmless for any and all damages and penalties arising from the improper use of copyrighted materials by any Client using space at the Center.

Security

The Houston Street Center is a space of courtesy and respect, and all guests are asked to behave in a manner of mutual consideration that does not disrupt the operation of the Center in any way. Organizations that host events at the Center are responsible for monitoring and controlling the behavior of their attendees before, during and after their events. If an attendee becomes disruptive to an event or potentially disruptive to other people or events in the building and the Client is unable to get the person(s) to leave the event, the Client must contact Center staff immediately; a staff person will assess the situation, determine its severity, and call the police if necessary.

Clients who are not members of the Chinatown YMCA may not enter the gymnasium, pool, dance studio, or cardio center unless arranged in advance and put in writing. Clients who have reserved space at the Center including seminar rooms, classrooms, multi-purpose room, and community offices are responsible for their attendees' whereabouts in the Center. Clients are held solely responsible for any injuries sustained at the Houston Street Center.

Building Rules and Regulations

- Photographing or filming is not permitted without written permission from Houston Street Center personnel.
- Hard-soled shoes, rosin, and water are not allowed on the floor of the multi-purpose room, gymnasium, and dance studio.
- Bicycles, rollerblades skates, or roller shoes and pets (unless in accordance with the Americans with Disabilities Act) are not allowed in the building.
- Tampering with smoke detectors, window guards, or other safety equipment is prohibited.
- Smoking is not permitted in the Center.
- Illegal drugs are prohibited in the Center.
- Sleeping is not allowed in the Center.
- Hazardous materials and controlled substances are not allowed.

University Settlement and the Chinatown YMCA reserve 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 Center or is inconsistent with the mission of University Settlement or The Chinatown YMCA. Center administration reserves the right to charge extra fees to clients for breaking any rules.

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University Settlement and the Chinatown YMCA do 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, pages 1-5.

Client Representative: (Print Name)	Houston Street Center Representative: (Print Name)
Signature:	Signature:
Date:	Date:

**Please return application to:
Community Partners/Space Rental
c/o University Settlement
273 Bowery, New York, New York 10002**