



# Masjid Al-Hedayah

مسجد الهداية

5109 W. 5th Street  
Santa Ana, CA 92703

[www.masjidalhedayah.com](http://www.masjidalhedayah.com)



## BUILDING/FACILITY RENTAL AGREEMENT

***This is a legal contract. Read before signing.***

Applicant Full Name (Last, First)		Cell No.	Event Time Start _____ ; End: _____	Date of Event
It is agreed between _____ Masjid Al Hedayah _____, hereinafter referred to as <b>PROPERTY OWNER</b> and _____, hereinafter referred to as <b>USER</b> , that the PROPERTY OWNER, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER/LANDLORD.				
<b>Type of Event</b>		<b>Serving of Food</b>	<b>Beverages will be served</b>	<b>Need Sound System</b>
<input checked="" type="checkbox"/> Azza/Fatiha/ Khatem Qur'an <input type="checkbox"/> Wedding Reception <input type="checkbox"/> Lecture / Class <input type="checkbox"/> Meeting <input type="checkbox"/> Other, specify: _____		<input type="checkbox"/> Yes <input type="checkbox"/> No Catering Name: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Facility to be rented <input type="checkbox"/> Social Hall <input type="checkbox"/> Kitchen* <input type="checkbox"/> Masjid *Kitchen for <u>Minor prep Only</u>		Facility Use Fee \$ _____	Deposit Fee (Cleaning) \$ _____ (Min. \$300)	Total Fee Paid \$ _____
Name of Organization (if any)		Number of Attendees	Is admission Fee charged? <input type="checkbox"/> No <input type="checkbox"/> Yes, Amt: \$ _____	
List all speaker(s) (subject to Masjid Al Hedayah Board approval):				
Please Specify your set up and items you need: (I.e. no. of chairs, tables, Microphone, ....)				

**The PROPERTY OWNER and USER agree to the following terms and conditions outlined below:**

Initial	The facility will be used only for the event(s) mentioned above and no other event or purpose. USER acknowledges that use of the Facility is conditioned on USER and PROPERTY OWNER's execution of this Agreement and USER's payment of the required Deposit and Facility Use Fee.
Initial	<ol style="list-style-type: none"> <li>1. Reservations require a minimum two-week advance notice.</li> <li>2. Reservation is not complete until deposit has been received by Masjid Al Hedayah.</li> <li>3. In case of cancellation and to avoid cancellation charges, please notify Masjid Al Hedayah at least seven days in advance of reservation date. Cancellation made less than 3 days in advance of the event date will incur \$50 fee. Refunds will be processed within 7-10 business days.</li> <li>4. Use of the microphone requires special request and is subject to approval.</li> <li>5. Applicant/guests will not interfere with Adhan or prayer timings.</li> <li>6. Proper Islamic attire and conduct is always required.</li> <li>7. Music or dance is not allowed on Masjid Al Hedayah premises.</li> <li>8. Guests are required to follow the directions of Masjid Al Hedayah Event Coordinator, Custodial Staff, and/or Security.</li> <li>9. Masjid Al Hedayah reserves the right to cancel an event at its own discretion and without prior notification.</li> <li>10. If any children are present, full responsibly falls on organized party (USER)</li> <li>11. This Agreement is non-assignable and non-transferable</li> <li>12. All weapons and firearms are strictly prohibited at this Facility or it premises</li> <li>13. Masjid Al Hedayah will retain deposit if there is a failure to adhere to the policies outlined above.</li> </ol>
Initial	<b>Access and Event Times.</b> The Facility access and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment, cleaning, and other items.
Initial	<b>Deposit and Facility Use Fee.</b> User agrees to pay to PROPERTY OWNER the Deposit mentioned above within <u>five business days</u> of the execution of this Agreement. The Facility Use Fee mentioned above must be received by the PROPERTY OWNER at least two (2) days before the Event Date. If either the Deposit or Facility Use Fee is not timely received by the PROPERTY OWNER, this Agreement shall be automatically void and User shall have no right to use the Facility.
Initial	<b>Responsible Party/Event Coordinating Deadline.</b> The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with the PROPERTY OWNER no later than _____ days prior to the Event Date. The Responsible Party must be the host and in attendance throughout the entire Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations are met.
Initial	<b>USER's Property.</b> PROPERTY OWNER does NOT insure the personal property of the USER, its employees, agents, guests or attendees against damage(s) or loss by any means. USER assumes the risk of any such damage or loss.
Initial	<b>Unsupervised Minors.</b> Unsupervised minors (persons under the age of 16) are not permitted to play in the compass of PROPERTY OWNER
Initial	<b>Restoration/Repair (if any)</b> USER shall reimburse PROPERTY OWNER for any repairs or restoration necessary to repair damages to the Facility caused by User or the attendees of the Event no later than _____ business days after PROPERTY OWNER presents USER with a written statement or invoice reflecting the nature and costs of the repairs.

Initial	<b>Insurance Requirements.</b> User shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by USER.		
Initial	<b>Indemnification and Hold Harmless.</b> USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of PROPERTY OWNER/LANDLORD. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.		
Initial	<b>Termination/Cancellation.</b> This Agreement to use the Facility is granted subject to observance of regulations. The PROPERTY OWNER may revoke this Agreement effective immediately upon USER'S failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by the PROPERTY OWNER, or at any time for misrepresentation. The PROPERTY OWNER may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the PROPERTY OWNER, would make the Event unfeasible. Refunds of any Deposits and/or Facility Use Fees paid will be determined at the discretion of the PROPERTY OWNER, on a case-by-case basis.		
Initial	<ul style="list-style-type: none"> <li>• USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose</li> <li>• USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition</li> </ul>		
<p><b>IMPORTANT NOTE:</b> The safety and security of all Staff, guests and security personnel is our most important priority. By completing paperwork and submitting payment, you agree that you and all persons associated with coordinating your event, whether formally or informally will abide by all policies, guidelines and instructions and all vendors, contractors and service providers, will submit proof of appropriate insurance certification prior to event.</p> <p>I have read and understand the fees, policies and procedures, and agree to abide by them:</p>			
PROPERTY OWNER Representative Name & Title		Signature	Date
USER REP. Representative Name & Title		Signature	Date