



BHARATIYA VIDYA BHAVAN

INSTITUTE OF INDIAN CULTURE

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AGREEMENT NO: ____/____

Usage Agreement

This agreement is made and entered on this date of ____ of ____ 2024 by and between Bharatiya Vidya Bhavan New York Inc, A not for profit corporation of the state of New York (Bhavan), and _____ user.

1. Bhavan shall provide the user the following usage area/or items with the Bhavan's Community Center located at 305 7th Ave, Fl 17th New York 10001 for the stated amount of Donation as per the terms, conditions and requirements set forth in this agreement.
2. The following information, expect as noted, MUST BE fulfilled by the user

PLEASE TYPE THE INFORMATION IN CAPITAL LETTERS

A: USER INFORMATION:

B: USER REQUIREMENTS:

Name/Organization: _____	Date of Usage: _____
Responsible person (if organization): _____	Time of Usage: _____
Phone: _____	Event Name & Category: _____
Email: _____	No. of Guest during usage: _____ (Max:135)
Address: _____	Purpose of Usage: _____
_____	_____
_____	_____
Member of Bhavan: Y/N. If Yes.	<i>The amount below will be applied by Bhavan's official:</i>
Membership #: _____	Usage fee: _____
	Security: _____

I. The undersigned User. have read all the terms, conditions and requirements set forth in the back of this agreement and agree to comply with them. In the event of any dispute the decision of the Bhavan's official shall be binding to me.

User Name:

Sign & Date:

Bhavan's Official Sign & Date:

Terms and Conditions

- The user must fill out the required information on the front of this agreement to reserve the usage area at the Center. Two checks must be mailed along with the agreement:
- One check for the **Estimated Use Fee** (unless other arrangements are made with the Bhavan Official).
- One check for the **Application Security Deposit**. Both checks should be made payable to “Bhavan of N.Y. Inc.” Personal checks are subject to collection, and usage will not be permitted unless the checks are credited to Bhavan’s account. Returned checks will incur an **administrative fee of \$50**.
- Reservations made more **than 90 days prior to the usage** date are considered **tentative**. A reservation becomes confirmed **60 days prior** to the usage date unless canceled by Bhavan due to an important event. If Bhavan cancels, the **security deposit** and **usage fee** will be refunded in full.
- **Cancellations** must be made in writing and mailed via certified mail with a return receipt. If the user cancels, an **administrative fee of \$500** will be charged regardless of the date. Refunds will be provided as follows:
 - 120+ days before the usage date: Full refund.
 - Between 120 and 90 days before the usage date: Full deposit refund and 50% of the usage fee.
 - Within 90 days of the usage date: No refund.
- The security deposit will be refunded within 4 weeks of the event if there is no damage to the premises and the area is returned to a clean condition as per **Requirement #18**.
- If Bhavan cancels due to uncontrollable factors, a **100% refund** of the security deposit and usage fee will be made. However, if usage is interrupted, no refund will be given.
- The user must occupy only the **reserved areas**. Unauthorized areas must not be entered, and the user is responsible for any injuries in such areas. Bhavan reserves the right to assign unreserved areas to other users.
- The user must vacate the Center within the time noted in the agreement unless authorized in writing by a Bhavan Official. Users can enter the reserved area **2 hours prior** to the event for decoration purposes.
- The user must inspect the Center prior to use and report any existing damage to Bhavan’s Caretaker to avoid disputes later.
- The user is not permitted to **sublet** or allow others to use the reserved area without prior **written authorization** from Bhavan.
- **Loud noise and double parking** in the vicinity of the Center are strictly prohibited.
- Users wishing to serve alcoholic beverages must obtain a permit from the **N.Y.S. Liquor Authority** and provide a copy to Bhavan. Bhavan is not liable for accidents or injuries caused by alcohol consumption.
- No pets, firearms, or abusive substances are allowed on the premises. Smoking is prohibited in the reserved area and the Center.
- The user is not allowed to use personal electrical or gas appliances in the Center without written permission from Bhavan.
- Bhavan is not responsible for any **losses** caused by vandalism, robbery, or spoilage. Users must arrange for their own security at their own cost.
- Users may use the existing decorations (if any) but cannot remove them unless authorized by Bhavan. Personal **fireproof decorations** are allowed, and electrical outlets can be used for power. Unauthorized use of electrical distribution panels will incur additional usage fees.
- After the event, users must remove all personal belongings and ensure the reserved area is left in broom-clean condition, free of garbage, and to the satisfaction of Bhavan’s Caretaker.
- **Emergency exits** must not be used as normal entrances and must always remain unobstructed.
- The user must indemnify Bhavan, its officers, directors, employees, and volunteers from any legal claims or liabilities arising from the event.
- Bhavan’s officials and Caretaker have the right to enter the reserved area at any time.
- The user must co-sign a log with the Caretaker to record the usage time and any damages. Any additional fees must be paid within **15 days** of the event. In case of default, the user will be responsible for collection costs and attorney fees.
- A reservation is only considered effective when the signed agreement is received, and the checks are credited to Bhavan’s account.
- The user must provide **photo identification**, full name, address, and phone number or other verification to Bhavan's Official.