

BANGLADESH AMERICAN CENTER (BAC) RENTAL AGREEMENT

a Project of Bangladesh Association, Houston

A Nonprofit Organization, Established in 1978, Charter #3-00084-4754-9

13415 Renn Road, Houston, TX 77083

<http://www.web.bangladesh-association.com/>

Terms and Conditions: This agreement is between the renter (hereafter referred as "Lessee") and Bangladesh Association, Houston (BAH) or Bangladesh American Center (BAC) (one or the same). This agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of BAH/ BAC directors. It is further understood that this agreement cannot be assigned or transferred. This agreement shall be governed in accordance with the laws of the State of Texas.

DEPOSITS - A non-refundable rental deposit and a refundable damage deposit are due upon the signing of this agreement. The amount of said deposits is set forth on the first page of this agreement and shall be credited to the fee payable hereunder. The remaining balance is due no less than 14 days prior to the rental date. Payment made by check should be made payable to the Bangladesh Association, Houston. No rental shall be allowed to begin without confirmation of all funds which means all checks must have cleared.

CERTIFICATE OF INSURANCE – It is recommended that the Lessee shall, at its own expense, obtain and maintain during the term of this agreement Comprehensive General Liability Insurance (including, without limitation, coverage to protect against any and all injury to persons or property, including without limitation in connection with the installation and operation of equipment and instruments by Lessee, its employees, contractor and agents). BAH/ BAC does not assume any liability.

CONDUCT SAFETY - The lessee is responsible for the conduct of its representatives and members while on BAC premise which includes, but is not limited to, the responsibility for the care of the facility and concern for the patrons. Safety regulations shall be in accordance with local, state, and federal regulations.

ACCESS – BAH and BAC directors shall have complete and total access at all times and in all areas of the facility during the term of this agreement.

RESPONSIBILITY FOR THE PROPERTY OF LESSEE – BAH/ BAC assumes no responsibility whatsoever for any property brought on the premises by the Lessee, and the Bangladesh Association, Houston hereby expressly is relieved and discharged from any and all liability for any use of said property and any loss, damage or destruction of property that may be sustained by Lessee.

PERSONNEL – BAH/ BAC will not provide any personnel required to prepare and operate the facility for the event(s).

PROMOTIONAL MATERIALS – No political or religious materials will be allowed to be displayed on the property. Any promotional materials used in the areas of the Center must be directly related to program held in the building and must be approved by the BAH. Lessee may not publicly promote its event until the BAH has receipt of a fully executed agreement.

INSTALLATION/DISPLAYS - The use of tape or other adhesives, nails, tacks, screws, or similar articles on walls, floors or plaster surfaces is not allowed. All decorations shall be installed without defacing the building and shall be subject to the supervision and approval of Center management. Any unauthorized advertising materials will be removed.

FOOD/ REFRESHMENTS - All food and refreshments must be dispensed and consumed only in the areas designated for this purpose. At no time shall food or refreshments be carried inside the building.

DAMAGES - Any damage to the Center and/or its equipment caused by Lessee, its agents, employees, authorized personnel, or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement as determined by the BAH/ BAC.

VACATING PREMISES - Lessee shall vacate the premises by the time and date set forth in this agreement. Lessee shall leave the premises clean, clear of debris and trash and in good repair and chairs reset for meetings. If premises are not cleaned and cleared to BAH's satisfaction, BAH/BAC may: (a) clean and clear the premises and remove all debris, trash, personal property, and rental supplies and equipment; and (b) charge Lessee for the cost of cleaning and clearing the premises. The cost of such cleanup will be required on demand.

INDEMNIFICATION - Lessee agrees to conduct its activities at the Center so as not to endanger any person or property thereon. Lessee shall indemnify and save harmless the Bangladesh Association, Houston and its agents and employees against any and all claims, actions, demands, expenses, and judgments for loss, damage or injury to property or persons as a result of Lessee's or its patron's acts upon or use of BAC.

COMPLIANCE WITH THE LAW - Lessee shall abide by and comply with all applicable laws, rules, ordinances, and regulations of the United State of America, the State of Texas, the County of Harris, and the Bangladesh Association, Houston, and any board, agency or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced at BAC because of race, color, sex or creed against any guest or against any patron as to admission to the place of activity.

You further agree to rent Bangladesh-American Center with the following conditions.

1. This is an individual rental and event is organized by individual person
2. No banners of Jatiya party, Awami league, Jamat and BNP, Democratic, Republican or any other political or religious entities/parties will be allowed on the premises
3. No anti-Semitic and political signs, banners and statements shall be displayed during this event
4. You agree not to promote this event as a political party event via Face book, political party email groups and/or personal email communications
5. If anyone violates non-profit 501c restricted policies imposed on BAH by the State of Texas prior, the reservation will be canceled without any prior notice and rental fee will be forfeited
6. You all agreed not to burn, or/and chant anything that may promote hate against any individuals, any entities regardless whether it is of local or foreign government
7. You have assured us to follow BAH's nonprofit code and will not do anything which may jeopardize BAH's non-profit charter
8. If you and anyone attending the event fail to maintain the agreed requirements set by BAH/ BAC and State of Texas will be asked to leave the premises immediately and those individuals should not get any future rental privileges at Bangladesh-American Center.

Lessee Name: _____ Purpose of the rent: _____ Rent Amount: _____

Date & Time Needed: _____ Date & Time Available: _____

Lessee Phone # _____ Lessee: Email: _____

Rent Approved _____ Rent Denied _____

Agreed and accepted by on this day of _____

Accept the term by Lessee: _____ For BAH: _____