



403 W. Seventh St. Plainfield, NJ 07060
Phone: (908) 561-0123 Fax: (908) 561-4710
Website: www.aafnj.org/ E-Mail: hhs@aafnj.org

FACILITY RENTAL APPLICATION FORM

I, \_\_\_\_\_ representing the \_\_\_\_\_
(Name of Individual) (Name of Individual or Organization)

\_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

Phone ( ) \_\_\_\_\_; with \_\_\_\_\_ Phone ( ) \_\_\_\_\_

\_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

Do hereby; in the name of said individual or organization make an application to rent the BUF/HHS

Facility on (Today's Date) \_\_\_\_\_ 200( ).

Is your organization a 501©(3) non-profit organization? YES \_\_\_ NO \_\_\_ If yes, Tax ID#: \_\_\_\_\_

Event: Date of Use: \_\_\_\_\_ Time; From: \_\_\_\_\_ To: \_\_\_\_\_

NO DATE WILL BE HELD WITHOUT A \$100.00 NON-REFUNDABLE DEPOSIT.

Occupancy: Auditorium Up to 200 at tables @ Up to 350 standing \_\_\_\_\_
Gymnasium Up to 350 at tables @ Up to 850 standing \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Number of Cars: \_\_\_\_\_ (parking available for up to 40 cars)

Number of Tables: Round: \_\_\_\_\_ Rectangular: \_\_\_\_\_ Number of Chairs: \_\_\_\_\_

(A) Alcoholic Beverages: Will applicant be serving alcoholic beverages? Yes \_\_\_\_\_ No \_\_\_\_\_
(If yes, an additional fee of \$100.00 will be added to the rental fee for liquor insurance.)

ALCOHOLIC BEVERAGES ARE NOT PERMITTED TO BE SOLD ON THE PREMISES
IF YOU DO SO, YOU WILL FORFEIT YOUR SECURITY DEPOSIT.

(B) Smoking is NOT permitted in the BUF/HHS Building. This is a Smoke Free Environment.
You will forfeit your security deposit if smoking occurs in the building during your event

(C) \*\*\*KITCHEN FACILITY IS TO BE USED FOR WARMING FOOD ONLY! FOOD IS NOT TO BE
PREPARED AT BUF/HHS. \*\*\*

**RENTAL FEE FOR THE AUDITORIUM IS \$850.00 plus \$400.00 Security/GYMNASIUM \$1200.00 plus \$600.00 Security. THE \$100.00 NON-REFUNDABLE DEPOSIT IS INCLUDED IN YOUR RENTAL FEE. THIS FEE IS NOT RETURNED TO YOU IF YOU CANCEL YOUR EVENT AT ANYTIME ONCE IT IS SCHEDULED. SECURITY DEPOSIT WILL BE REFUNDED TEN (10) BUSINESS DAYS AFTER THE EVENT PROVIDED THE INSPECTION OF THE PREMISES IS IN GOOD CONDITION AND THERE IS NO DAMAGE TO THE PREMISES.**

PAYMENTS ARE TO BE MADE AS FOLLOWS;

	<u>Check #/Cash</u>	<u>Amount Paid</u>	<u>Date</u>
<b>\$100.00 To Hold the Date</b>	_____	_____	_____
<b>Half of Rental at Signing of Contract</b>	_____	_____	_____
<b>Total of Extras</b>	_____	_____	_____
<b>Balance of ALL Monies Owed</b>	_____	_____	_____
(Due 10 Working days BEFORE Event)			
<b>Security Deposit</b>	_____	_____	_____

**BALANCE OF ALL FEES (INCLUDING ALL "EXTRAS") ALONG WITH ANY PERMITS ARE DUE TEN (10) WORKING DAYS PRIOR TO EVENT. Less than ten (10) days requires special consideration from the President/CEO and balance is TO BE PAID IN CASH.**

The applicant has set forth in this application all his/her needs for his/her event. Changes after acceptance by BUF/HHS must be in writing and accepted by BUF/HHS. Changes made less than 72 hours before the event by the applicant will be charged an additional \$100.00 cost for administrative services plus any additional cost for request.

**The applicant has reviewed his/her application for facility rental with BUF/HHS and agrees that what is listed is correct and all that he/she will need from BUF/HHS for his/her event.**

**Applicants Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Applicants (2) Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**BUF/HHS Banquet Mgr.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved By: BUF/HHS Controller:** \_\_\_\_\_

**Approved By: President/CEO:** \_\_\_\_\_

**If accepted by all parties proceed to Contract.**

**Black United Fund Health & Human Services**

403 West Seventh Street, Plainfield, NJ 07060  
Telephone: (908) 561-0123 Fax: (908) 561-4710

**Facility Rental Contract**

**Terms and Conditions for the use of the BUF/HHS Facility**

BUF/HHS when renting or leasing the BUF/HHS facility for purposes other than its own, shall use the following governing regulations (six classification) to classify applicants who have the intent to rent or lease. All usage must be approved by the President/CEO.

**Class 1:** Activities that are directly related to BUF/HHS' mission such as 501©(3) community based organizational meetings or functions relating to civic, health, education, or the welfare of the community.

**Class 2:** BUF/HHS benefits activities that seek to perform a civic or community functions where the public is generally invited with no restrictions. Admission fees may be charged on a non-profit basis if an accounting is rendered to the BUF/HHS or BUF/HHS benefits monetarily by the activity(s).

**Class 3:** Activities that are hosted by private individuals or groups. Only the following events may be held at the BUF/HHS Headquarters: Weddings, Receptions, Anniversaries, Calendar Events Celebrations, Bridal Shower, Baby Showers, Christenings, Art Auctions/Shows, Workshops, Seminars, Meetings, Bereavement Repass.

**Class 4:** Activities conducted privately for profit/fund-raiser (e.g.) 501(C)(3).

**Class 5:** Activities conducted by agencies and departments of municipal, county, state and federal Governments.

**Class 6:** Annual leasing by organization.

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**CHARGES RELATED TO FACILITY CLASSIFICATIONS FOR VARIOS USE**

**Class 1:** At the discretion of the President/CEO there shall be no charge if requested use of building is during regular business hours (9AM to 5PM Monday through Friday); at other times, 20% discount of regular charges or donations may be accepted.

**Class 2:** This group will pay 20% discounted charges. Deposit and Security deposit are required.

**Class 3:** This group will pay Standard charges. Deposit and Security are required.

**Class 4-6:** BUF/HHS President/CEO will negotiate Charges applicable to these classes.

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**CURRENT SCHEDULE OF FEES**

<b>SPACE</b>	<b>CAPACITY</b>	<b>AREA</b>	<b>STANDARD PRICE</b>
Auditorium	200 (@ table)/350 (standing)	First Floor	\$ 850.00 + \$400.00 Security
Gymnasium	350 (@ table)/850 (standing)	First Floor	\$1200.00 + \$600.00 security

**Additional Hour for Setting Up/Decorating for your event will be at \$150.00 per hour or any part there of.**

**Decorating Policy:** User will decorate (No decorations shall be affixed to the walls, ceiling or floors).

**To do so you will forfeit your Security**

**Opening/Closing:** BUF/HHS facility open/close: 9AM to 7:30PM Monday through Thursday and 9:00PM on Friday. Rental Time for Saturday/Sunday Events - a total of eight (8) hours, 5 hours for event. (2) Hours for decorating and one (1) hour for cleanup after the event – additional time will cost per hour. Arrangements by appointment for decorating time shall be made at time of contract.

BUF/HHS Staff will set up tables and chairs according to applicant’s plans. Individuals and organizations using the facilities are responsible for removing decorations and trash. Reasonable cleaning of the building and grounds, as well as any and all equipment used is the responsibility of the applicant. Applicant is also responsible for any damage/disturbances occurring as a result of their use of the BUF/HHS facility. (All garbage must be bagged and properly tied).

**Applicants are responsible for obtaining:**

1. Event insurance with \$1,000,000/\$2,000,000 liability coverage or insurance certificate from present carrier naming BUF/HHS as additional insured **or** applicant may pay \$100.00 fee to be under BUF/HHS liability umbrella.
2. Permit for public events from the City of Plainfield (see City Clerk).
3. Security (See Plainfield Police Department).

All applicants/agreements shall be completed, signed and the space reservation charge paid in full prior to event to obtain approval for the use of facility.

1. 403 West Seventh Street, Plainfield, County of Union, State of New Jersey (the “Premises”) ,

On \_\_\_\_\_ For \_\_\_\_\_ Class # \_\_\_\_\_

2. **CHARGE:** (Saturday and Sunday) Facility User shall pay BUF/HHS a user charge of \$850.00 Auditorium/\$1200.00/Gymnasium. Amount to be paid in full at least ten (10) days prior to the event. If less than ten (10) days, special consideration from the President/CEO must be given and the balance is due in Cash.
3. **TERMS/CONDITIONS:** Facility User has examined and enters into this agreement with the understanding that the facility is fit for the intended purpose and use as set forth in paragraph one (1) above. Facility User affirms that this agreement has been thoroughly read and understands that current BUF/HHS policies and regulations outlined in the attached schedule and that facility, grounds and equipment will be used subject to each and every rule, regulation and restriction contained therein, or stipulations agreed upon by the parties thereto.

**Facility User Initial** \_\_\_\_\_ **Dated** \_\_\_\_\_

4. **SECURITY FEE:** Facility User will remit towards any damage(s) to the premises, which is to be paid with your first payment. Security deposit will be returned within 10 business days after the event, if there are no damages or violations of this agreement.
5. **CANCELLATION:** Facility User understands and agrees that BUF/HHS will schedule the use of the premises herein and will be precluded from renting or leasing the premises herein for another person or organization’s use for the scheduled time and date and therefore cancellation of this agreement shall be permitted as follows;

- (A) Cancellation **within fifteen (15) day or less of scheduled use, the Facility User shall forfeit the 100% of deposit made** herein pursuant to this agreement as liquidated damages for the cancellation and inability of BUF/HHS to scheduled the use of the premises with person or organization on such short notice;
- (B) **Cancellation within sixteen (16) to twenty-nine (29) days of scheduled use, the Facility User shall be entitled to a 25% return of the deposit made pursuant to this agreement;**
- (C) **Cancellation within thirty (30) to fifty-nine (59) days of scheduled use, the Facility User shall be entitled to a 50% return of the deposit made pursuant to this agreement;**
- (D) **Cancellation sixty (60) days or more before scheduled use; the Facility User shall be entitled to a 100% return of the deposit made pursuant to this agreement;**

Facility User Initial \_\_\_\_\_ Dated \_\_\_\_\_

- 6. CARE OF PREMISES, ALTERATIONS, ETC.:** Facility User shall take good care of the Premises and any fixtures, which are located in the area of use. Facility User shall leave the Premises in good order and condition after its use.
- (A) The Facility User shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental or quasi-governmental authority, including departments, bureaus and the like, having jurisdiction applicable to the premises, for its intended use of the facility, at the Facility User's own cost and expense.
  - (B) Facility User will not do anything in or to the Premises, or bring anything into or onto the Premises, or permit anything to be done or brought into or kept in the Premises, which will in any way increase the risk of fire or rate of fire insurance on said Premises. Also, use the Premises or any part thereof, or allow or permit its use for any business or purpose which would cause an increase in the rate of fire the facility requires or causes an increase in fire insurance on demand by BUF/HHS.
  - (C) Facility User shall not encumber or obstruct the sidewalk in front of, entrance to, or halls and stairs of said Premises, nor allow the same to be obstructed or encumbered in any manner.
  - (D) BUF/HHS is exempt from any and all liability for damage or injury to person or persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or grounds or from any damage or injury caused by or due to the negligence of the BUF/HHS or by an act of God.
  - (E) **FACILITY USER HAS USAGE OF THE DESIGNATED AREA ONLY AND COMMON AREAS LEADING TO THAT AREA. AT NO TIME, AND UNDER NO CIRCUMSTANCES WILL THE FACILITY USER HAVE OR WILL BE GIVEN ACCESS TO OTHER NON-RENTED AREAS.**
- 7. SERVICES PROVIDED BY BUF/HHS:** As long as the Facility User is not in of any of the terms and conditions of this Lease, BUF/HHS agrees to provide the following services:
- (A) **Heat, where required by law.**
  - (B) **Air conditioning/ventilation**
  - (C) **Parking 40-50 car spaces**
  - (D) **Setting up & Breaking down of tables/chairs**
  - (E) Water shall be used for ordinary lavatory purposes only. Except if in the sole determination of BUF/HHS, Facility User shall use or consume water for any other purposes or in unusual quantities.

(F) Facility User shall pay to BUF/HHS any additional use charges, which may be assessed or imposed, for the extraordinary water use. Billing whether determined by meter or otherwise, Facility User as soon as presented with the additional cost and when the same may be assessed or imposed shall immediately pay to BUF/HHS the billed amount.

(F) Electrical service at all times except that if the Facility User requires extraordinary electrical requirements in connection with its use of the Premises. Facility User shall pay an additional use charge of the extraordinary electrical use or services as determined by BUF/HHS based upon a survey of the contemplated consumption and equipment to be used or used by Facility User.

(G) Facility User shall pay an additional use charge for the cost of removal of Facility User's rubbish or refuse in connection with its use or event as determined by the attached schedule.

**8. DIMINUTION:** No diminution or abatement of the use charges herein or other compensation, shall be claimed or allowed for inconvenience or discomfort arising out of the use of the facility. With respect to the various "services" if an, herein expressly implied or agreed to be furnished by BUF/HHS to Facility User, it is agreed that there shall be no diminution or abatement of the use fee or any charge(s), or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to Facility User negligence, poor planning, gross negligence, or to any other cause.

**9. DAMAGE TO THE PREMISES:** Facility User must give BUF/HHS prompt notice of fire, accident, casualty, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Facility User is not required to pay any use charges, and any monies deposited with BUF/HHS shall be returned to Facility User.

**10. INSPECTION AND ENTRY BY BUF/HHS:** Facility User agrees that BUF/HHS and its agents and other representatives shall have the right to enter into and upon the Premises, or any part hereof, at all reasonable hours during the use or event for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises and to make sure the Premises are being used in accordance with its rules and regulations and the intended use by the facility user as stated in this agreement.

**11. EQUIPMENT AND PROPERTY:** Facility User agrees that any furniture, fixtures, equipment, records and property brought onto the Premises in connection with its use, pursuant to this agreement, will be secured by the Facility User and that any loss or damage to the aforementioned items shall be borne by the Facility User and that it is expressly understood and agreed that BUF/HHS shall not be held responsible for any loss or damage to those items. Facility User expressly agrees to secure its equipment, records and personal property from loss or damage if brought onto the premises.

**Facility User Initial \_\_\_\_\_ Dated \_\_\_\_\_**

**12. ASSIGNMENT:** Neither the Premises nor any portion of the Premises may be sublet or assigned, nor may this agreement be assigned without the express written consent of BUF/HHS upon such terms and conditions as BUF/HHS may require.

**13. DEFAULT:** If Facility User defaults in fulfilling any of the terms and conditions of this agreement, other than the payment of the required use charges or additional fees or charges required by this agreement, BUF/HHS may file suit against Facility User for any and all damages resulting from its default on the terms of the agreement herein and the Facility User agrees to pay any and all costs associated with any action resulting from its default, including attorneys' fees.

**14. NO WAIVER BY BUF/HHS:** The failure of BUF/HHS to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any rights or remedies that BUF/HHS may have. It also shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged, or terminated orally.

- 15. **AGREEMENT NOT A LIEN:** This agreement shall not be a lien against the Premises in respect to any mortgage that may now or in the future be placed against said Premises.
- 16. **QUIET POSSESSION:** BUF/HHS covenants that Facility User, on paying the facility use charge(s) and faithfully performing the covenants, and abiding by the rules and regulations required or imposed upon Facility User, shall and may peacefully and quietly have, hold an enjoy the Premises for its use as requested.
- 17. **BINDING EFFECT:** It is mutually understood and agreed that the covenants and agreements contained in this Lease shall be binding upon the parties hereto and their respective successors, heirs, executors and administrators.
- 18. **INDEMNIFICATION/HOLD HARMLESS:** Facility User irrevocably covenants, promises and agrees to indemnify BUF/HHS and to hold BUF/HHS harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint, separate or several, of whatever kind of nature which BUF/HHS may sustain or to which BUF/HHS may become the subject arising out of or relating in any way to the Facility User's use of the Premises, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages, or liabilities.

**Facility User Signature \_\_\_\_\_ Dated \_\_\_\_\_**

- 19. **FORCE MAJEURE:** Facility User agrees that BUF/HHS shall not be liable for: any (i) losses; (ii) damage including consequential damages; (iii) detention; (iv) delay or failure to perform in whole or in part resulting from causes beyond the control of BUF/HHS. Including but not limited to: acts of God; acts or omissions of BUF/HHS; fires; strikes; insurrections; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority. Delays or non-performance excused by this provision shall not excuse payment of any amount due thereunder owed at the time of the occurrence.
- 20. **CORPORATE AUTHORITY:** Facility User, if a corporation has the full corporate power, authority and right to enter into this Agreement and to perform the acts contemplated herein. The Board Directors of Facility User taken all necessary actions to duly authorize the execution, delivery and performance of this Agreement. The actions of which are reflected in the minute book of the corporation.
- 21. **PROMOTIONAL INFORMATION:** Due to the nature of the parent organization, the **Black United Fund Health & Human Services, BUF/HHS**, logo or photographs of premises or **facsimile thereof**, may not be used in/on promotional materials without the approval and consent of the President/CEO of BUF/NJ. **Misrepresentation or violation of this clause will result in cancellation of the contract immediately and possible legal action.** All tickets or promotional literature including BUF/HHS name, address, logo etc. shall be presented to BUF/HHS prior to final print for approval.

**Facility User Initial \_\_\_\_\_ Dated \_\_\_\_\_**

- 22. **ENTIRE AGREEMENT:** It is agreed between the parties hereto that there are not other agreements or understanding between said parties relating to this rental/lease Agreement. This Agreement supersedes all prior agreements. Oral or written between the parties and is intended as a complete and exclusive statement of Agreement between said parties. Neither this Agreement, nor its execution has been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same is in writing and signed by said parties.

The applicant affirms that the agreement has been thoroughly read and understands the current BUF/HHS policies and regulations outlined above in the attached "Conditions For Use of Building Facilities", and that if this contract is granted approval, the facility, grounds, and equipment will be used subject to each and every rule, regulation and restriction contained their in, or stipulations agreed upon by the parties thereto.

To witness whereof, the parties have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Prepared By \_\_\_\_\_ Date \_\_\_\_\_  
(Banquet Manager Signature)

Approved By

\_\_\_\_\_  
(Budget Manager)

\_\_\_\_\_  
(Facility User)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(President/CEO)

Dated: \_\_\_\_\_

**LIABILITY CAUSE**

I, \_\_\_\_\_ the undersigned do hereby stated that I understand that prior to the beginning of my event, and again at the end, a count will be done of all items supplied by the Black United Fund/Health & Human Services and that any and all articles not accounted for will be subtracted from security deposit. In the event there is an additional amount owed BUF/HHS after my security deposit, I agree to make payment as soon as possible up to and within sixty (60) day period.

By signing this agreement, I understand that I will be held accountable for all items supplied by BUF/HHS and will take full responsibility.

\_\_\_\_\_  
(Facility User)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**Black United Fund Representative**

\_\_\_\_\_  
(Date)