

**THE GREATER ESSEX COMMUNITY UPLIFT FOUNDATION IN
PARTNERSHIP WITH
THE AFRICAN AMERICAN FUND INC. OF NEW JERSEY
132 SO. HARRISON STREET, EAST ORANGE NJ 07018
1-888-838-2024
WWW.THECUFF.ORG**

AMBROSE WARD MANSION RENTAL APPLICATION FORM

I _____ Organization _____

Address _____ City _____

State _____ Zip Code _____ Email _____ Cell # _____

2nd Contact Name _____ Cell Phone _____

Do hereby, in the name of said individual or organization make an application to rent 1st floor facility of the Ambrose Ward Mansion.

Is your organization a 501(c)(3) non-profit organization? Yes or No If yes Tax ID#:

The Mansion Rentals Rates are: **\$125.00 per hour with a 4 hour minimum, additional time will be charge at a rate of \$75.00 per hour.**

In addition a separate fee of **\$150.00** will be charged for preparation and cleanup, all renters are required to have event insurance indemnifying The Greater Essex Community Uplift Foundation, The African American Fund of NJ and The Eta Pi Chapter Omega Psi Phi Fraternity Inc.

OUTDOOR EVENT RENTAL IS AN ADDITIONAL FEE

EXTRAS: Not included in Rental Cost - VIP Lounge Area with High Top Tables and Bar **\$150.00**, Big Screen and Projector **\$75.00**

Event: Date of use: Time: from to _____

NO DATE WILL BE HELD WITH OUT A \$150.00 NON-REFUNDABLE DEPOSIT.

Occupancy 1st Fl.: Up to 110 seated – Up to 150 standing parking available for up to 40 cars

- We can Provide 6 six foot long tables, 6 round tables and 100 chairs

(A) **Selection of Caterer: The African American Fund of New Jersey/GECUF requires caterers to show proof of liability insurance. If proof cannot be shown a \$150 fee will be added to rental for umbrella coverage.**

(B) **Alcoholic Beverages: Will applicant be serving alcoholic beverages? Yes No.
(Liquor Permit must be in same name as name of party renting/leasing facility.)**

Applicants serving alcoholic beverages must contact the City of East Orange to secure a Liquor Permit for the event at least sixty days in advance of the event and provide GECUF With the original permit. NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SOLD ON THE PREMISES – YOU WILL LOOSE YOUR SECURITY IF SOLD.

(C) **No Smoking is Permitted in the Ambrose Ward Mansion. This is a Smoke Free Environment.
You will loose your security if smoking occurs in the building during your event.**

RENTAL FEE FOR THE 1ST FLOOR IS \$500.00 PLUS \$250.00 SECURITY TOTALING \$750.00. THE \$150.00 NON REFUNDABLE DEPOSIT IS INCLUDED IN YOUR \$500.00 RENTAL FEE. THIS FEE IS NOT RETURNED TO YOU IF YOU CANCEL. YOUR SECURITY DEPOSIT WILL BE RETURNED TO YOU WITHIN TEN WORKING DAYS AFTER YOUR EVENT

PAYMENTS ARE TO BE MADE AS FOLLOWS;

	<u>CHECK#</u>	<u>CASH AMOUNT</u>	<u>PAID DATE</u>
\$150.00 TO HOLD THE DATE	_____	_____	_____
\$500.00 AT SIGNING OF CONTRACT (MINIMUM - 30 DAYS PRIOR TO EVENT)	_____	_____	_____
TOTAL OF EXTRAS	_____	_____	_____
BALANCE OF ALL MONIES OWED	_____	_____ + _____	_____

BALANCE OF ALL FEES (INCLUDING ALL "EXTRAS") ALONG WITH ANY PERMITS ARE DUE TEN (10) WORKING DAYS PRIOR TO EVENT.

The applicant as set forth in this application his/her needs for his/her event. Changes after acceptance by AAFNJ/GECUF must be in writing and accepted by AAFNJ/GECUF. Changes made less than 72 hours before the event by the applicant will be 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 AAFNJ/GECUF and agrees that what is listed is correct and all that he/she will need from AAFNJ/GECUF for his/her event.

Applicants Signature: Date: _____

Telephone Number: _____

Applicants (2) Signature: Date: _____

Telephone Number: _____

AAFNJ/GECUF

Approved By: Housing Manager Controller: _____ **Date:** _____

Approved By: President/CEO: _____

If accepted by all parties proceed to Contract

Ambrose Ward Mansion Facility Rental Contract
132So. Harrison Street, East Orange, New Jersey 07018
1-888-838-2024

Terms and Conditions for the use of the Mansion Facility

AAFNJ/GECUF when renting or leasing the headquarter facility for purposes other than its own, shall use the following governing regulations (six classifications) to classify applicants who have the intent to rent or lease.

Class1: Activities that are directly related to AAFNJ/GECUF's mission such as, 501©(3) community based organizational meetings or functions relating to civic, health, education, or the welfare of the community.

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

Class3: Activities that are hosted by private individuals or groups. Only the following events may be held at the AAFNJ/GECUF Headquarters: Weddings, Receptions, Anniversaries, Calendar Events Celebrations, Bridal Shower, Baby Showers, Christenings, Art Auctions/Shows, Workshops, Seminars, Meetings, Bereavement Re-pass.

Class4: Activities conducted privately for profit/fund-raiser (e.g.) 501(C) (3).

Class5: Activities conducted by agencies and departments of municipal, county, state and federal Governments.

Class6: Annual leasing by organization.

CHARGES RELATED TO FACILITY CLASSIFICATIONS FOR VARIOUS USE

Class1: At the discretion of the Housing Manager 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 will be accepted.

Class2: This group will pay 20% discounted charges. Deposit and Security deposit required.

Class3: This group will pay Standard charges. Deposit and Security deposit required.

Class4-6: AAFNJ President/CEO with the agency involved will negotiate Charges applicable to these classes.

CURRENT SCHEDULE OF FEES

FLOOR	CAPACITY	AREA	STANDARD PRICE
1 st floor	110 (max seating)/150(max standing)	Entire First Floor	\$500.00+\$250security (4hour Maximum Thurs Fri, Sat, Sun)
1 st floor	110 (max seating)/150(max standing)	Entire First Floor For meetings, seminars	\$350.00+150security (4 hour Maximum Mon-Wed evening) (4 hour Maximum Meetings afternoon)

Additional Hour for first floor prorated at \$75.00 per hour or any part thereof.

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

Opening/Closing: AAFNJ facilities open/close:9AM to 9PM Monday through Friday.

Rental Time for Saturday/Sunday Events are up to 5 hours for event plus two (1) hour for decorating and one(1) hour for clean up after the event – additional time will cost per hour. Arrangements/appointment for decorating time shall be made at time of contract.

AAFNJ/GECUF 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 AAFNJ/GECUF 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 AAFNJ/GECUF/Omega Psi Phi Fraternity Inc, Eta Pi Chapter as additional insured or applicant may pay \$150.00 fee to be under AAFNJ/GECUF liability umbrella.
2. Permit for public events from the City of East Orange (see City Clerk).
3. Security (See East Orange Police Detective).

All applications/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. PREMISES, TERM AND USE: AAFNJ/GECUF agrees to rent/lease the headquarters facility located at 132 South Harrison Street in the City of East Orange, County of Essex, State of New Jersey (the "Premises"),
On For Class# _____ (Facility user)

2. CHARGE: (Saturday and Sunday) Facility User shall pay AAFNJ/GECUF a user charge of \$500.00 for 1st floor plus \$250.00 per hour for additional use of first floor. (Monday-Friday) 4 hour maximum, 600.00 for first floor and \$75.00 per hour per additional use. Amounts to be paid in full at least seven(7) days prior to the event.

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 AAFNJ/GECUF 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 Users will remit \$250.00 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.

4a. USE DEPOSIT: Facility User will deposit with AAFNJ/GECUF half (50%) of the fee for the use of the facility listed in paragraph one (1) above as use for deposit for the faithful performance by Facility User. After event if Facility User has fully and faithfully carried out all said terms, covenants and conditions on Facility Users Part to be performed, the user's deposit shall be returned to Facility User ten(10) business days after the event or use contemplated by this agreement.

Facility User Initial Dated _____

5. CANCELLATION: Facility User understands and agrees that AAFNJ/GECUF 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 schedule 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 AAFNJ/GECUF to schedule the use of the premises with person or organization on such short notice;

- (B) **Cancellation within fifteen(15) to twenty-nine(29) days of scheduled use, the Facility User shall be entitled to a 75% 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 100% 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 any thing in to or onto the Premises, or permit anything to be done or brought into or kept in the Premises, which will in anyway increase the risk of fire or rate of fire insurance on said Premises. Also, use the Premises or any part there of, or allow or permit its use for any business or purpose which would cause an increase in the rate of fire insurance on said facility. The Facility User agrees to pay as an additional use charges(s) if its use of the facility requires or causes an increase in fire insurance on demand by AAFNJ/GECUF.
- (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) AAFNJ/GECUF 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 from any damage or injury caused by or due to the negligence of the AAFNJ/GECUF or of the act of God.

(E) FACILITY USER HAS USAGE OF THE 1STFLOOR ONLY (depending upon designated area). AT NOTIME, AND UNDER NOCIRCUMSTANCES DOES FACILITY USER HAVE OR WILL BE GIVEN ACCESS TO THE 2nd or 3rd FLOOR OF THE AAFNJ. FACILITY USER'S ACCESS TO FRONT STAIR CASE ENDS AT1ST LANDING.

7. SERVICES PROVIDED BY AAFNJ/GECUF: As long as the Facility User is not in default any of the terms and conditions of this Lease, AAFNJ/GECUF agrees to provide the following services:

- (A) Heat, when required by law.**
- (B) Air conditioning/ventilation;**
- (C) Parking 40 car spaces;**
- (D) Setting up & Breaking down;**

(E) Water shall be used for ordinary lavatory purposes only. Except if in the sole determination of AAFNJ/GECUF, Facility user shall use or consume water for any other purpose or in unusual quantities. Facility User shall pay to AAFNJ/GECUF 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 maybe assessed or imposed shall immediately pay to AAFNJ/GECUF 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 AAFNJ/GECUF 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 any, herein expressly implied or agreed to be furnished by AAFNJ/GECUF to Facility User, it is agreed that there shall be no diminution or abatement of the use fee or any charges(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 AAFNJ/GECUF prompt notice of fire, accident, casualty, damage or dangerous or defective condition. If the Premises cannot be used because of fire or other casualty, Facility User is not required to pay any use charges, and any monies deposited with AAFNJ/GECUF shall be returned to Facility User.
- 10. INSPECTION AND ENTRY BY AAFNJ/GECUF:** Facility User agrees that AAFNJ/GECUF 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 there in as maybe 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 AAFNJ/GECUF 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 maybe sublet or assigned, nor may this agreement be assigned without the express written consent of AAFNJ/GECUF upon such terms and conditions as AAFNJ/GECUF 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, AAFNJ/GECUF 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 AAFNJ/GECUF:** The failure of AAFNJ/GECUF 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 AAFNJ/GECUF 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:** AAFNJ/GECUF 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 upon their respective successors, heirs, executors and administrators.

18. INDEMNIFICATION/HOLDHARMLESS: Facility User irrevocably covenants, promises and agrees to indemnify AAFNJ/GECUF/OMEGA PSI PHI, ETA PI CHAPTER and to hold AFOREMENTIONED 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 AAFNJ/GECUF/ OMEGA PSI PHI, ETA PI CHAPTER may sustain or to which AAFNJ/GECUF/ OMEGA PSI PHI, ETA PI CHAPTER maybe come the subject arising out of or relating in anyway to the Facility User's use of the premises, including, without limitation 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 AAFNJ/GECUF shall not be liable for: any(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 AAFNJ/GECUF .Including but not limited to: acts of God; acts or Omissions of AAFNJ/GECUF; fires; strikes; insurrections; riots; embargoes; delays in transportation; in ability 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 there under 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 nature of the parent organization, the name **African American Fund of New Jersey, AAFNJ, Greater Essex Community Uplift Foundation, GECUF, Omega Psi Phi Fraternity Inc**, logos or premises photographs or **facsimile there of**, may not be used in/on promotional materials without the approval and consent by the organizations. **Misrepresentation or violation of this clause will result in cancellation of the contract immediately and possibly legal action.** All tickets or promotional literature including names, address, logo etc. shall be presented to AAFNJ prior to final print for approval.

Facility User Initial Dated _____

22. ENTIRE AGREEMENT: It is agreed between the parties here to that there are no other agreements or understandings 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 AAFNJ/GECUF/ OMEGA PSI PHI, ETA PI CHAPTER polices 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 therein, or stipulations agreed upon by the parties thereto.

To witness where of the parties have set their hand and seal this _____ day of _____ 2016

Approved By _____
(Housing Manager)

Date:

(Facility User)

Date:

LIABILITY CAUSE

I the undersigned do hereby stated that I understand that prior to the beginning of my event, and again at the end, account will be done of all items supplied by the AAFNJ/GECUF and that any and all articles not accounted for will be subtracted from security deposit. In the event there is an additional amount owed AAFNJ/GECUF 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 AAFNJ/GECUF and will take full responsibility.

(Facility User)

(Date)

AAFNJ/GECUF Representative

(Date)