

NHA-VIET
11360 Bellaire Blvd, #900
Houston, TX 77072
281-498-8438
www.vietciviccenter.org

SPECIAL EVENT POLICY

Purpose

The purpose for providing space for nonprofit special events and meetings in the NHA-VIET is to further the Nha-Viet's role in the CIVIC CENTER as a center for educational, informational, cultural, civic or charitable purposes.

Statement of Policy and Procedures

1. The Nha-Viet spaces are for meetings or programs of an educational, informational, cultural, civic or charitable nature, primarily presented or co-sponsored by the Nha-Viet, but otherwise are limited to nonprofit groups or agencies. Only Nha-Viet Events may involve the sale of items.
2. Use of the facilities for Nha-Viet, in priority order are:
 - a. Nha-Viet-affiliated or Nha-Viet-sponsored/co-sponsored meetings or programs shall have priority over all other requests.
 - b. Nonprofit cultural or civic organizations.
 - c. County governmental units.
3. All meetings and programs must be open to any member of the public who accepts and complies with the purpose and conditions of the event.
4. Requests for meetings or programs limited to the Conference Room or Reading Room may be approved by the Nha-Viet's Development Director. Requests beyond that require the Board's approval.
5. Meetings or programs which, in the sole judgment of the Director, would interfere with the functions of Nha-Viet or of the Patrons using the Nha-Viet will not be permitted. Meetings or programs which are approved but which prove disruptive to Nha-Viet operations and are not in compliance with the Nha-Viet's Behavior Policy shall be asked to end their activities.
6. Scheduling an Event for an organization or group in the Nha-Viet does not in any way constitute an endorsement by the Nha-Viet of the organization or group, its activities, or of the ideas and opinions expressed during the course of the Event.
7. The use of the name, address or telephone numbers of the Nha-Viet as the address or headquarters for any organization or group using the Nha-Viet is prohibited. Publicity

generated may recite the Nha-Viet name, address and appropriate space only. Any other mention requires the express written approval of the Nha-Viet's Board.

8. Signs, posters, displays, etc. promoting an event must have the approval of the Nha-Viet's Board.

Application and Scheduling

Application Form and Procedure. Any organization or group wishing to use the Nha-Viet must complete the Application for Nha-Viet Use and receive the approval of either the Nha-Viet's Board, or Nha-Viet's Development Director. Reservations are not confirmed until the Application has been signed by either the Nha-Viet's Chairperson, or Nha-Viet's Development Director, and returned to the organization or group Representative.

Scheduling Procedure. All scheduling of Nha-Viet facilities is made through the Nha-Viet's Development Director.

Requests for the Reading Room should be made at least one (1) week in advance. Approval for use of the Reading Room will be considered as requested throughout the year, so long as Staff is available to be present for the meeting or program.

Requests for use of the entire facility should be made at least two (2) months in advance. Only one (1) event per quarter will be scheduled in any fiscal year.

Events may be scheduled during Nha-Viet hours. Exception must be approved by Nha-Viet's Development Director.

All Event participants must vacate the building by 10 p.m.

Orientation. An on-site orientation on building use and care, and emergency procedures is required of the representatives of organizations or groups using the building and must be scheduled at least one (1) week before the event. Representatives should become familiar with the location of fire exits and options including fire stairs for use by disabled attendees, fire extinguishers, remote fire phones, manual pull stations, etc. Representatives are encouraged during event opening remarks to indicate exits and define emergency procedures.

Deposit. Nha-Viet requires applicant(s) deposit. Deposit will be returned in accordance to the agreement set out below.

Cancellation. The Nha-Viet reserves the right to cancel a scheduled and confirmed booking under extraordinary circumstances. Cancellations by the Applicant(s) must be made 48 hours in advance. Deposit will be retained for cancellations received with less than 48 hours notice and for no-shows. Exceptions will be made in the event of severe

weather, or if unforeseeable circumstances acceptable to the Nha-Viet Board or Director cause an Event to be cancelled less than 48 hours in advance of it.

Capacity. The Nha-Viet Board reserves the right to match the anticipated attendance at an event with the space that is most appropriate.

Children's Programs. All non-Nha-Viet events for groups of people under the age of 18 require the presence of a responsible adult at all times. Parents of young children (ten years and younger) are encouraged to attend any program at which their child is present and, at a minimum, must remain in the building for the duration of the program and retrieve their child immediately at the conclusion of the program.

Use Fees. Use fees, subject to the Board review and change, are based on space, time and personnel. The Use Fees is to reimburse the utility costs and maintenance of Nha-Viet facility. A Nha-Viet Staff must be present in the building for each event. The fee is \$_____/hour/person for a meeting or program limited to the Reading Room. The fee is \$_____/hour/person for an event that includes use of the townhall, conference and/or reading room.

An additional custodial fee or security deposit of \$_____/hour may be charged for an event where refreshments are offered.

Fees must be paid two (2) weeks in advance.

The fee structure will be reviewed regularly by Nha-Viet's Board.

Rules and Conditions of Use

Nha-Viet will be available for events during open-hours only. Events may be scheduled for set-up before open-hour, and must be concluded in time for the premises to be vacated no later than 10 p.m.

Furniture shall be left in a neat and orderly condition. Any furniture that has been moved must be restored to its original configuration. Furniture may not be moved into or out of specific areas.

Clean-up and restoration of furniture to original arrangement must be accomplished in time for Nha-Viet to be vacated no later than 10 p.m.

Light refreshments may be served at the discretion of the Nha-Viet's Development Director. If permission granted, the organization or group is responsible for clean-up and removing all refreshments.

The Nha-Viet does not provide plates, utensils, coffee makers, etc.

Consumption of alcohol on Nha-Viet premises, both indoors and on the grounds, is strictly prohibited. Violators will be asked to leave the premises.

Smoking is permitted out-of-doors at the Civic Center Street Entrance only.

Audio-video equipment may be used at the discretion of the Nha-Viet's Development Director.

The Nha-Viet assumes no responsibility for any equipment, supplies, materials, clothing, or other items brought to the Nha-Viet by any group or individual attending an event.

The Nha-Viet assumes no responsibility or liability for accidents, injury or loss of individual's property in NHA-VIET.

The Responsible Party designated on the Application Form by any organization or group shall be responsible for paying the cost of any damage or loss incurred by the Nha-Viet by the actions of any member or guest of the organization or group during the course of an Event. The Nha-Viet will make all arrangements for repairs as appropriate.

Nothing may be attached to walls, ceilings, doors or furniture in any part of the Nha-Viet without the approval of Nha-Viet's Board.

No signs, posters, displays, etc., promoting an event may be placed anywhere in the Nha-Viet without the express approval of Nha-Viet's Board.

Applicants using the Nha-Viet may not discriminate on the basis of race, gender, color, creed, national origin, religious belief or handicap, against any person requesting admission to an event, so long as that person is in agreement with and complies with the purpose and requirements of the event, e.g., deposit fee, clean the area after use, and etc.

Failure to abide by the policies and rules established above will result in suspension or termination of an organization or group's privileges.

Waiver of Liability All organizations or groups shall indemnify, defend and hold harmless Nha-Viet Board, Nha-Viet's Development Director and Staff, and its officers, volunteers from and against any and all claims suits, actions of any kind, arising and resulting and accruing from any negligent act, omission or error of the organization or group resulting in or relating to personal injuries or property damage arising from the organization or group's use of the Nha-Viet.

All organizations or groups shall defend, at their sole cost and expense, any legal action, claim, or proceeding instituted by any person against Nha-Viet's Board, Nha-Viet's Development Director, and Staff/volunteers as a result of any claim, suit or cause of action accruing to the term of the Agreement for Use of the Nha-Viet for injuries to body, life, limb or property as set forth above.

All organizations or groups shall hold Nha-Viet's Board, Nha-Viet's Development Director, and Staff/volunteers harmless from and against all judgment, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any such claim

investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The Board of Nha-Viet, and Nha-Viet's Development Director establish the Policy regarding the use of Nha-Viet facilities and is the sole authority in interpreting these regulations. Nha-Viet's Development Director has the supervisory responsibility delegated by the Nha-Viet's Board.

Any and all parts of this Policy may be revised, modified or amended by the Board of Nha-Viet and Nha-Viet's Development Director at any time. Exceptions to the rules concerning the use of Nha-Viet facilities can be made only by a vote of the Nha-Viet's Board.

Adopted by the Board of Nha-Viet on April 5, 2009.

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Houston, TX 77072
XXX-XXX-XXXX
www.vietciviccenter.org

SPECIAL EVENT SCHEDULING REQUEST FORM

Please complete entire form. Please provide a copy of your 501(c)(3) nonprofit Letter of Determination. Return form to the Nha-Viet Director at least two (2) weeks in advance of event.

Your request will be scheduled upon written confirmation by Nha-Viet Director.

Organization Name _____

Responsible Party's Name _____

Address _____ City/ST/Zip _____

Phones (day) _____ (evening) _____ (cell) _____

(fax) _____ Email _____

Applicant is a _____ 501(c)(3) nonprofit organization

Event Date _____ Alternate Date _____ Approximate Attendance _____

Actual Time of Event _____ Will refreshments be served? _____

Is this a Fundraising Event? _____ If so, how much will each Guest pay? _____

Purpose and Description of Proposed Use _____

Indicate Space Requested _____

This form must be filled out and submitted with any reservation form.

Please read this entire document very carefully!

DATE OF APPLICATION : _____

APPLICANT ORGANIZATION: _____

APPLICANT NAME: _____

APPLICANT TITLE: _____

IS APPLICANT A MINOR ? ___ YES ___ NO

ADDRESS : _____

DATE REQUESTED : _____

VIETNAMESE CIVIC CENTER (NHA-VIET)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the reservation and use of the Vietnamese Civic Center's, a non-profit organization (hereinafter "Nha-Viet") facility, the undersigned agrees to the following:

1. The undersigned hereby **AGREES TO TAKE AND ASSUME** full responsibility for and risk of bodily injury, death, or property damage while (a) using the Nha-Viet's facility and equipment or (b) participating in any activities on Nha-Viet's property whether caused by any negligent act or omission of the Nha-Viet, its Board Members, officers, employees, and volunteers (hereinafter "Nha-Viet's Representatives") or otherwise. Initial _____
2. The undersigned hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS** not to sue Nha-Viet, its Board members, officers, employees, and volunteers (hereinafter "Nha-Viet's Representatives"), from **ALL LIABILITY** to the undersigned, his or her personal representative(s), assigns, heirs, and next of kin for any loss, damage, or claim on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the Nha-Viet's Representatives or otherwise while the undersigned is using Nha-Viet's facility. Initial _____
3. The undersigned hereby **AGREES TO INDEMNIFY AND HOLD HARMLESS** from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from the use of Nha-Viet's facility whether caused by any negligent act or omission of the Nha-Viet's Representatives or otherwise. Initial _____
4. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by Texas law. Initial _____

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing Nha-Viet's Representatives if I am injured or damaged for any reason as a result of use of any Nha-Viet's facilities or participation in any activity thereon.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT S/HE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND AGREES THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE.

_____, Undersigned Name

Date: _____

Received by: _____

All forms complete? Yes

No

Date: _____

If participant is a minor:

If the participant is a minor, his or her custodial parent or legal guardian must read and execute this agreement.

I hereby warrant that I am the legal guardian or custodial parent of who is a minor, and agree, on my own and on said minor's behalf, to the terms and conditions of the foregoing agreement.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE _____

DATE: _____

MINOR PARTICIPANT'S NAME: _____

PARTICIPANT'S NAME: _____

PARTICIPANT'S SIGNATURE: _____

DATE: _____

Waiver Of Liability Agreement

I have read the attached “Nha-Viet Special Event Policy”. I understand the Policy and Procedures and, on behalf of the Applicant Organization, declare that we will abide with the requirements set forth.

We hold the Board of Nha-Viet, Nha-Viet Director, and Nha-Viet Staff concerned harmless from any and all liability, and will defend Board of Nha-Viet, Nha-Viet Director, Nha-Viet Staff, and other parties concerned in connection herewith.

Signature of Applicant _____ Date _____

Approved by Nha-Viet’s Board or Nha-Viet’s Director

_____ Date _____