

HALL GRANT OF USE AGREEMENT

This **AGREEMENT** is made the date set out in Section 1 of the Schedule hereto between the party described in Section 2 of the Schedule hereto (hereinafter called "**the Management Office**") of the one part and the party described in Section 3 of the Schedule (hereinafter called "**the Licensee**") of the other part.

WHEREAS

- A. The Management Office is the registered / beneficial and legal owner of the property more particularly referred to and described in Section 4 of the Schedule hereto (hereinafter referred to as "**the Property**").
- B. The Management Office is desirous of granting the permit of use of the hall as stated in Section 5 of the Schedule hereto (hereinafter referred to as "**the Hall**") and the Licensee is desirous of accepting the right to use the hall for the aforesaid purpose upon the terms and conditions hereinafter appearing.

WHEREBY IT IS AGREED as follows:

1. In consideration of the License hereby agrees and undertakes to pay the Management Office the Licence Fee stated in Section 8 of the Schedule hereto (hereinafter referred to as "**Licence Fee**"), the Management Officer hereby grants the License the permission to use the Hall for the period stated in Section 6 of the Schedule hereto (hereinafter referred to as "**Grant of Use Period**"). The Licence Fee shall be paid FULLY before the beginning of the Grant of Use Period according to the manner as stated in Section 8. The total amount of the Licence Fee is calculated from the grant of use of all the selected particular items with the price and description as stated in Section 9 of the Schedule hereto (hereinafter referred to as "**Grant of Use Items Price and Description Checklist**")
2. The purpose for Grant of Use of the Hall shall be as stated in Section 7 of the Schedule hereto (hereinafter referred to as "**Purpose for Grant of Use**") only. Any substantial change and/or modification of the initial Purpose for Grant of Use shall require the prior written approval of the Management Office.
3. The Licensee shall be solely responsible at all cost for obtaining the permission of the local government authority if and when necessary during the Grant of Use Period and undertakes to comply at all times with all relevant laws and regulations. A copy of the relevant licence obtained shall be submitted to the Management Office for recording purpose before the Grant of Use Period.
4. The Licensee shall indemnify and keep the Management Office fully indemnified against:-
 - a) all fines, penalties, damages or compensation arising out of the Licensee's contravention and/or non-compliance with any statute, by-law, regulations or other obligations imposed by the Federal and/or Local Government; and
 - b) all actions, claims, expenses, compensation or damages brought against the Management Office arising from any personal injury and/or death and/or property damaged caused by the Licensee during the Grant of Use Period or such items installed by the Licensee; and
 - c) all actions, claims, expenses, compensation or damages brought against the Management Office arising and caused by the Licensee during the Grant of Use Period.

5. The Management Office shall not be liable to indemnify whatsoever loss arising out of accidents, damage and injury, death or disruption of electricity current and/or water supply or malfunction/ technical errors of the sound or lighting system or LED screen or other equipment of the Hall or any unpredictable causes or events. The Management Office reserve all rights to change the content of this agreement at any time including revoke/ cancel/ refuse grant of use or terminate this agreement in the event there are changes of the event or occurrence of technical issue which cause the rental of the Hall could not be performed during the Grant of Use Period. Thereafter, the Management Office shall refund fully the Licence Fee and/or deposit without interest to the Licensee and thereafter both parties shall no whatsoever obligations under this Agreement.
6. The Licensee may during office working hours visit and inspect the Hall and its facilities with the guidance of the representative of the Management Office and subject to prior appointment made and approved by the Management Office and it may subject to any separately incurred charges.
7. Confirmation of Grant of Use of the Hall is subject to submission of this Agreement with all particulars and details completed and duly signed by the Licensee together with other necessary forms and approval letter (if any) to be completed by the Licensee and together with a deposit of the total amount as stated in **Section 10** of the Schedule hereto to the Management Office which is refundable free of interest only after the Management Office is satisfied that no defacement or damage has occurred to the Hall in whole or in part thereof during the Grant of Use Period.
8. The Management Office reserve the right and authority to forfeit the deposit or portion of it thereof to cost of repair or replacement of any appliances/ equipment of the Hall duly damaged during the Grant of Use Period in whole or in part thereof to and whatsoever remain out of the deposit will be returned to the Licensee. In the event that the deposit is insufficient to cover the cost of repair or replacement of appliance/ equipment of the Hall, the Licensee shall be responsible for the remainder cost of such repair or replacement where the repair or replacement service shall be engaged solely by the Management Office.
9. The Management Office shall within 60 days from the Grant of Use Period without interest refund to the Licensee once upon satisfied that no damage or defacement has occurred and or after adequate and proper repair has been made or the relevant appliances have been replaced or proper and adequate compensation has been made.
10. The Management Office reserve the right and authority to forfeit the deposit for any cancellation or postponement by the Licensee.
11. The full amount of the Licence fee and the refundable Deposit shall be paid up in full to the Management Office not later than twenty-one (21) days before the Grant of Use Period and the Licence fee shall not be refundable.

Other Rules and Regulations

12. Cigarette smoking is prohibited in the hall.
13. The Hall shall not be used for any illegal activities.
14. With the exception of wedding banquets, tenant must produce Police Permit, a copy of which shall be submitted to the Management Office, without which the Management Office shall have the power and authority to revoke Booking and the Licensee shall assume full responsibility arising thereof for loss of deposit and rental charges.

15. The Licensee shall only engage outsource service providers such as decoration supplier which are approved by the Management Office. Outsourced sound and lighting system providers are not permitted to enter the Hall. The Management Office reserve the right to stop and prohibit any item or person from entering the Hall during or before the Grant of Use Period which the Management Office deem such item or person as inappropriate to enter the Hall.
16. No nail or sticker or any sticky items shall be applied at anywhere therein the Hall or damage the fixtures and appliances in the Hall. The Licensee shall be fully responsible for such damage or defacement.
17. Funeral, mourning and memorial or chanting services or pomp shows are prohibited. The Licensee is prohibited from carrying out any donation or gambling activities.
18. Guests are not allowed to dance on the stage.
19. With regards to the usage of sound system, LED Screen visual system and projecting visual system, the operation of the abovementioned systems shall be solely controlled by the Management Office's representative or staff. The Licensee is not allowed to control or move or use or operate the of the abovementioned systems without permission by the Management Office. The Licensee shall provide on his/her own to the Management Office the soft copies of contents or any necessary items or devices such as pen drive/ files for the displaying of selected music or graphical picture/ videos through connection of the Hall's computer system upon the condition that such display is non-offensive and lawful. The Management Office shall not be responsible nor liable for whatsoever technical error which causing the content of display could not be operated.
20. Any performance or display of music or graphical features such as picture or videos shall in compliance with the law and regulation currently in enforced and all the relevant license such as copyright and MACP license shall be obtained by the Licensee.
21. Non-objection from the Management Office to the Purpose for Grant of Use shall not in any way limit or exclude the obligations or liabilities of the Licensee under this Agreement.
22. The Licensee shall at its own cost and expense keep and maintain the Hall and all facilities provided in good order and in safe and clean condition at all times during the Grant of Use Period and shall be responsible fully for any damage to the Hall as a result of graffiti, vandalism, storm and/or other causes during the Grant of Use Period.
23. Nothing in this Agreement shall exclude or limit liability for personal injury resulting from the negligence or breach of any terms of this Agreement by the Licensee. Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.
24. Nothing in this Agreement shall be construed as creating a partnership, joint venture or an agency relationship between the parties and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party.
25. It is hereby declared that the foregoing paragraphs, subparagraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, subparagraphs or clauses be found invalid it shall not affect the remaining paragraphs, subparagraphs and clauses.
26. This Agreement is deemed to be enforced and binding on the parties upon signing of both parties. No transfer nor sublet of any the responsibility under this Agreement to the third party shall be allowed.

***** *The rest of this page is intentionally left blank* *****

SCHEDULE

(to be read and construed as an essential and integral part of this Agreement)

礼堂项目租用清单及价目表 **Items Renting and Pricing Check List**

SECTION	ITEM	PARTICULARS
1	Date of Agreement	
2	Name and Address of Management Office	PERSATUAN HAINAN SELANGOR & WILAYAH PERSEKUTUAN No. 65, Persiaran Endah, off Jalan Syed Putra, 50460 Kuala Lumpur.

		Tel: 03-2274 7088 Fax: 03-2273 6505/ 2260 1623 Contact person : Mr Yee Kah Guan (012-352 0810)
3	Name, IC and Address of the Licensee	Name: NRIC No.: Address: (Also refer to Item No. 1 of the Application For Grant of Use of Thean Hou Temple's Hall)
4	The Property	The boundary of the compound in front of the Owner's Thean Hou Temple Building., bearing the address of PERSATUAN HAINAN SELANGOR & WILAYAH PERSEKUTUAN, No. 65, Persiaran Endah, off Jalan Syed Putra, 50460 Kuala Lumpur.
5	The Hall	A covered space located inside at the ground floor of the Property
6	Grant of Use Period (Date and time)	
7	Purpose for Grant of Use	Refer to Item No. 3 of the Application For Grant of Use of Thean Hou Temple's Hall
8	Licence Fee (With payment method herein stated)	Ringgit Malaysia (RM .00) PAYABLE by bank transfer to PERSATUAN HAINAN SELANGOR & WILAYAH PERSEKUTUAN With the bank details as stated below:

9	Grant of Use Items Price and Description Checklist	Categories	Price (RM) according to categories	Applicable units	Amount charged (RM)
	Grant of Use of the space of the Hall and including existing Sound System, Lighting System, and visual L.E.D Screen System (subject to terms and conditions stated herein the Agreement)	Per event with a total of Five (5) Hours subject to the prescribed period: First Session: 9:00 a.m. – 2:00p.m. Second Session: 6:00 p.m. – 11:00p.m.	8,000.00		
	Overtime Charges (A quarter of an hour is deemed as an hour)	For every subsequent quarter of hour thereafter exceeding:	500.00		

		30 minutes (11:30p.m.-12:00a.m.) For every subsequent quarter of hour after 12:00a.m. :	2,000.00 per hour		
	VIP Room	Per event	500.00		
	Rehearsal	(With Air-condition & Lighting)	600.00 per hour		
	Projection System	Per event	1,200.00		
	Upright Piano	Per event	600.00		
	Grand Piano	Per event	1,000.00		
	Round Table	Per unit	20.00		
	Long Table	Per unit	10.00		
	Chairs	Per unit	1.00		
	Chair Clothes	Per unit	5.00		
	Red Carpet (covered from main exit door area until in front of stage area)	Per event	200.00		
	Gong & Stand (application for waiver of charge to be in writing and subject to approval)	Per event	300.00		
	Refrigerator	Per event	50.00		
	Kitchen Area Charges	Cooking	450.00		
		Non-cooking	200.00		
	Kitchen Cooking Equipment	less than 50 tables	350.00		
		51 – 65 tables	450.00		
		66 tables and above	600.00		
	Kitchen LPG Gas		23.54 per 1m3		
	Car Park	Per Entry	5.00		
		Per Event (subject to maximum of 160 cars)	800.00		

		Note: For complimentary parking (Per Event) – subject to maximum of 10 cars)			
	Miscellaneous				
	SST Charges (if any)				
	TOTAL AMOUNT OF LICENCE FEE PAYABLE TO THE MANAGEMENT OFFICE				

10	Deposit (With payment method)	Ringgit Malaysia Five Thousand Only (RM 5,000.00) PAYABLE by bank transfer to PERSATUAN HAINAN SELANGOR & WILAYAH PERSEKUTUAN With the bank details as stated below:
----	-------------------------------	---

IN WITNESS WHEREOF the **Management Office** and the **Licensee** have set their hands the day and year set out in the Schedule of the Agreement.

SIGNED by)
)
)
 for and on behalf of the)

Management Office)

in the presence of :-)

**On Behalf of PERSATUAN HAINAN
SELANGOR & WILAYAH PERSEKUTUAN**

**[SOCIETY REG NO: PPM-007-14-27111952
(579)]**

SIGNED by the Licensee)

)

)

)

in the presence of :-)

.....

Name :

NRIC. :