

# Contract Form

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## THE GYO TERMS OF SERVICE AGREEMENT

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The following Terms of Service (the "Agreement") is effective [DATE]\_\_\_\_\_

[THE GAMBIAN YOUTH ORGANIZATION]

[CLIENT]

**BETWEEN:** [The Gambian Youth Organization] the "Service Provider", a NOT-FOR PROFIT 501 (C) (3) status organized and existing under the Federal and State laws of [New York /Bronx], with its head office located at:

**[214 EAST 181<sup>ST</sup> STREET, BRONX NY 10457.**  
**Contact Name: Dembo**  
**TEL: (646) 470-6330 OR (347) 791-1184**  
**EMAIL:Communitycenter@gyo.com**

**AND:** [CLIENT NAME & ADDRESS]

**Please Print:** \_\_\_\_\_

**Date of the event** \_\_\_\_\_

**Time of the Event: from** \_\_\_\_\_ **to** \_\_\_\_\_

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Authorized Signature

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Authorized Signature

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Print Name and Title

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Print Name and Title

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Telephone number

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Telephone number

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Email Address

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Email Address

Down Payment \_\_\_\_\_ Paid on \_\_\_\_\_ Balance \_\_\_\_\_ Paid on \_\_\_\_\_

Security Deposit \_\_\_\_\_ Paid on \_\_\_\_\_ Balance \_\_\_\_\_ Paid on \_\_\_\_\_

Notes \_\_\_\_\_

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# THE GYO TERMS OF SERVICE AGREEMENT

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WHEREAS, the Service Provider The Gambian Youth Organization is in the rental of space for community events, such as community development program like education, health seminars and social events in the community.

WHEREAS, this Agreement contains the Service Provider's terms of engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

## **1. SERVICES PROVIDED**

Service Provider GYO (Gambian Youth Organization) is prepared to provide rental of a space for Five Hours Minimum at \$100 per hour with the following conditions:

- a) The space will be available to you the time you booked.
- b) All security deposits of \$150 and down payment(s) of \$200.00 (two hundred dollars) must be paid two weeks before the event date and all balance paid in full three days before the final date of event.
- c) In the event of an hour rate any additional hour or hours will be an additional cost to the original deposit and payments before the event, and these payment should be made before continuation of the services or usage of the space. In the event of nonpayment The GYO (Gambian Youth Organization) has the right to stop the event and closed the event in session.
- d) The GYO (Gambian Youth Organization) provides the facility as cleaned before an event, however, portion of the security deposit of \$50.00 (fifty dollars) is allocated for cleaning fees and the other portion of security deposit for \$100 (one hundred dollars) is allocated for damages of GYO properties: both deposits are required before any event take place. The total of \$150 money order is required at the time of the booking. All security deposit will be refunded with the organization's check ONE WEEK after the event after the assessment of GYO's the officers for cleaning and damages. Any damages will be assessed and be deducted from the \$100 security deposit, and if the damage is more than the \$100 security, the client shall be billed for the cost of the material damaged.
- e) All fees are payable with **Money Orders Only** and payable to **The Gambian Youth Organization** only. **No cash payments are acceptable.**
- f) **Every client has up to 2 hours FREE setup time & half an hour cleaning time after events.**

## **THINGS NOT ALLOWED**

- a) This facility is alcohol free premises. Alcohol beverages distribution or consumption is not allowed in the premises and such behaviors may result in revoking contract agreement.
- b) Clients are responsible for their own crowd/people during the event.
- c) In the event of any fight caused by the client or client's guest inside the facility and cause an interruption that leads to the program to stop, the client is responsible. GYO will not be liable.
- d) No Smoking is permitted in the premises.
- e) **No loitering or hanging around or outside**, and if such activities are not control by the client and in the event of any interruption due neighbors complaining for such behaviors are the responsibility of the client.
- f) Client is responsible for providing their **own security** to proper secured their event.

- g) **No parking in the driveway.** The driveway is for private use by the building personnel.
- h) In consideration of the neighbors, client is responsible to lower the music to necessary volume.
- i) If you cannot take with you leftovers and garbage, put them in garbage bag and pack the in front corner of the center.

## **2. CALCULATION OF FEES AND OTHER CHARGES**

- a. Fees for professional services are calculated on the time spent by Service Provider associates and staff attending to said services, multiplied by the relevant hourly rate. Time is calculated by reference to five hours. The hourly rate is applied to all time spent in the facility as agreed upon and shall be in agreement of this contract.
- b. Before any bill is sent to Client, the GYO is responsible for the matter will review it to ensure those fees and other charges are appropriate.

## **3. BILLING ARRANGEMENTS**

- a. **Down payment of \$200.00 (two hundred dollars) in advance is required to book the facility.** In the event of emergency from the date of **payment up to one week before the event, half of the down payment will be refunded (\$100). Any cancellation one week from the date of the event up to day of the event, the down payment (\$200) will not be refunded.** However, the security **deposit of \$150 for cleaning and damage will be refunded in full.** If client decide to use the money to be refunded as credit for another future event, he or she is welcome to do so.
- b. All bills are payable within [3] days before the event date of event.

## **4. NON-PAYMENT**

If Client does not pay deposit two weeks prior to event date, the client may not be able to book such date in the event another client is interested in such date. This means dates are reserve on the basis of first come first serve provided deposits are paid on timely manner as stated in the contract/terms of service agreement two weeks prior to event date.

## **5. REQUEST FOR FEE DETAILS & REMAINING WORK ESTIMATE**

Service Provider The Gambian Youth Organization will provide upon request the itemized details of the work, fees and costs incurred so far and an estimate of the work, fees and costs payable to complete the matter.

## **6. TERMINATION BY [ CLIENT ]**

**Client may terminate this agreement by giving Service Provider a written notice prior one weeks' time before his or her event and will refunded \$100.00 (one hundred dollars) only from the \$200.00 deposit or offer a credit for future event date.**

## **7. TERMINATION BY [ THE GAMBIAN YOUTH ORGANIZATION ]**

Service Provider may terminate this agreement and stop acting for Company if:

- i. Client does not comply with this Agreement;

- ii. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
- iii. Service Provider believes on reasonable grounds that, by continuing to act for Client, it may breach the professional conduct rules which are binding upon professionals in the renting out a space for social events.
- iv. Client may terminate this agreement by giving Service Provider a written notice at two weeks' time and will be refunded \$100.00 (one hundred dollars) only or offer a credit for future event date.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.