

ROOM BORROWING: Policies & Procedures

1. When not in use by LIN, meeting rooms may be reserved for use, on a first come first serve basis, by not-for-profit community organizations. Requests from LIN's NPO partners will always take precedence over requests from other groups.
2. A reservation form completed by the groups must be submitted to LIN at least seven (7) days prior to the proposed date of use of the meeting rooms. For the avoidance of doubt, the use of the meeting rooms are subject to LIN's written or verbal consent, which will be issued at the absolute discretion of LIN. LIN shall issue a written or verbal consent to the permitted users at least three (3) days prior to the proposed date of use of the meeting rooms. Where such written or verbal consent is not issued, it will be deemed that the reservation forms submitted are unacceptable. For avoidance of doubt, a submitted form without LIN's written or verbal confirmation does not constitute a reservation.
3. In accordance with our operating license, LIN's meeting facility may only be used if the purpose of the activity/meeting/event meets the following requirements: (1) not-for-profit; (2) networking, information sharing and/or capacity building; (3) improving access to opportunities for vulnerable groups and/or improving the quality of life in our communities; (4) nonpartisan, nonreligious. Activities that result in more than normal wear and tear, cause disruption or are a safety hazard, will not be permitted. Activities that are specifically prohibited by law may not be conducted on LIN's premises. LIN may refuse permission if the meeting room usage is not in accordance with LIN's policies, LIN's operating license, the laws of Vietnam, or for any other reason that LIN determines, in LIN's absolute and sole discretion. Permission to use one or more rooms does not imply LIN's endorsement of the users or their activities.
4. The users represent that they have obtained all necessary approvals from the relevant competent authority and any competent third parties for organization of the activity or meeting or event which will take place at the meeting rooms. LIN shall not be liable for the contents of such activity or meeting or event organized by the Groups at LIN's facility.
5. The users are not allowed to rent/lend the room to a third party with or without rental or otherwise.
6. Users of the meeting rooms shall not charge admission fees, nor otherwise use the privilege for fund raising purposes. A fee may be charged in conjunction with the costs of organizing a meeting or workshop (e.g., purchase of F&B) without any invoice issued by LIN; however, no profit may be made from such effort.
7. In fairness to the numerous groups in the community, reservations will not be accepted for a series of meetings, which would designate the facility as a regular meeting place. This room may be reserved for a series of meetings/workshops for a period of no more than three months.
8. Meals and refreshments may be served in connection with a meeting/event but in no event shall alcoholic beverages or smoking be permitted in this room. Groups are responsible for providing or arranging for the provision of their own F&B. LIN is unable and has no obligation to provide this service.
9. LIN is unable and has no obligation to offer motorbike parking or security services, though there is space for motorbike parking across the street. Groups holding meetings at LIN may consider employing a staff or volunteer to watch the bikes for your participants. LIN will not be held responsible for any loss of property occurring inside or outside of LIN's facility.
10. The scheduled user is responsible for reserving and setting up chairs, tables, furniture and/or other equipment prior to the meeting/event and for returning all property to the designated location(s) upon termination of the meeting. If meetings rooms are not left in their original condition, a cleaning charge of 80,000 VND for compensation to the cleaning staff will be born by the user without any invoice issued by LIN.
11. In case the user is the last person to leave the center, the user is responsible for switching off the electricity and water system, locking all doors and gates, and taking trash out. **To switch off electricity system**, turn off the main power switch in the big box on the mural, ground floor. **To switch off water system**, switch two red valves at the corner of the front gate. Trash should be taken out and put in front of the house, near the gate. Trash collector will come and pick them up early next morning.

12. Rental rate:

For LIN local NPO partners: When the meeting room is engaged for use during regular office hours (8:30am-5:30pm, Monday to Friday), no charge shall be made by LIN to borrow a meeting room. Use of the room outside regular office hours (Monday to Friday from 7am to 8:30am, 5:30pm to 8pm and Saturday and Sunday from 7am to 8pm) shall require a payment of VND 50,000 per hour payable in advance without any invoice issued by LIN. This charge will compensate the electricity and water fee.

For non-partner users: The users must be able to prove that they have a license to operate in Vietnam. A fee of 150,000 VND per hour is applicable to non-partner users to use a meeting room during regular office hours (8:30am-5:30pm, Monday to Friday), and outside regular office hours (Monday to Friday from 7am to 8:30am, 5:30pm to 8pm and Saturday and Sunday from 7am to 8pm), payable in advance without any invoice issued by LIN.

13. A group or an individual misrepresenting itself as to name and/or purpose when using the meeting room will not be allowed to use the room again.
14. Any misuse of the room or damage to property is the responsibility of the user to reimburse LIN and future meeting room privileges may be revoked.
15. User is responsible to contact LIN to confirm date and time of reservation.
16. A submitted form without confirmation by LIN does not constitute a reservation.
17. These regulations may be altered or added to by LIN at its own discretion.

LIN ROOM RENTAL RESERVATION FORM

ROOM RENTAL: Reservation Form

This is a legally binding agreement (“**Agreement**”). It is intended to promote harmony by clarifying the expectations and responsibilities of LIN and the NPO requesting use of one or more rooms in the LIN Community Center.

Please print legibly and return this form to info@LINvn.org. You are responsible for calling [insert name of contact person] at LIN to ensure receipt of this reservation form and to confirm whether your reservation has been approved.

Full Name: _____

Mobile Phone: _____

NPO: _____

Date of Request: _____

Room Requested (please check one):

- Conference Room (Ground Floor)
- Small Meeting Room (Upstairs)
- Library (Ground Floor)

Date(s) of Room Request: _____

Set-up will begin at: ____ : ____ AM/PM

Clean up will end at: ____ : ____ AM/PM

Purpose of Room Use:

- Meeting
- Training/Workshop
- Networking
- Other (specify): _____

In the space provided, please describe the purpose of the event you are holding and who will be invited to attend:

Equipment Required:

- Chairs (number): _____
- Tables (number, maximum 2) _____
- Projector
- Screen
- Dry Erase Board (number): _____
- Dry Erase Markers
- Other (specify): _____



Waiver and Indemnity – Please read carefully!

In consideration of acceptance of being permitted to use the above requested meeting room, I/We agree: (a) to waive, and undertake to obtain from any of our invitees a waiver of, any and all rights to claim against LIN, in respect of any bodily injury, damage to or loss of property, costs and expenses and/or any liability howsoever arising in connection with the use of the premises; and (b) to indemnify LIN, its respective staff, officials and representatives from and against all claims, actions, costs and expenses and demands by it or any third party, or any public liability, or any liability whatsoever, in respect of death, injury, loss or damage to person or property, howsoever arising or caused, notwithstanding that the same may have been contributed to or occasioned by the negligence of said bodies, or any of the staff, officials or representatives of LIN.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Vietnam. Any dispute which may arise out of or in connection with this Agreement shall first be resolved by negotiation in good faith between the parties using their best efforts to resolve such dispute. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Vietnam International Arbitration Centre (“VIAC”) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration. The place of the arbitration shall be Ho Chi Minh City. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of VIAC. The language of the arbitration shall be in English or Vietnamese at the option of LIN in its sole discretion. The arbitration award shall be final and binding on all parties

Originals; Languages

This Agreement shall be made in 2 (two) originals in Vietnamese, of which 1 (one) shall be kept by LIN and other party.

Acknowledgement

By signing on this page, I confirm that I have read and agree to comply with the policies, rules, disclaimers and above waiver pertaining to the use of LIN’s facility. I understand that I am responsible for all costs incurred, not limited to any equipment, damages or cleaning costs. I am also aware that I must be present during use of the room by my organization.

Full Name of Responsible Person: _____

ID Number: _____

Address: _____

Signature of Responsible Person: _____

Date: _____