

**RENTAL AGREEMENT**

This Rental Agreement (“Agreement”) is made by and between the Al Huda Foundation (the “Foundation”) and the undersigned renter (“Renter”). This Agreement is subject in all ways to the Terms and Conditions attached hereto which are incorporated by reference as if fully set forth herein.

Day and Time of Rental: \_\_\_\_\_

Rental Period (Date or Period): \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Space Rented: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

I, the undersigned Renter, do hereby agree to be legally bound by the Rental Agreement, the Terms and Conditions (as defined below) or as the conduct Policy and Waiver and Release Agreements reference therein.

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS TO RENTAL AGREEMENT

1. **Certain Definitions.** Capitalized terms used but not otherwise defined shall have the respective meanings ascribed thereto (i) first, in the Rental Agreement and (ii) second, if not defined in the Rental Agreement, in the Waiver.

“Policy” means the Conduct Policy attached as Exhibit A to this Agreement located at <https://alhudafoundation.org/wp-content/uploads/2023/04/Conduct-Policy.pdf> .

“Premises” means the real property located at 12201 Lantern Road, Fisher, IN 46060

“Waiver” means that certain Waiver and Release Agreement posted at <https://alhudafoundation.org/wp-content/uploads/2023/04/Waiver-and-Release-Agreement.pdf>.

2. **Term.** The Foundation hereby rents and provides access to the Space Rented, for the Rental Period, for the Purpose of Rental (the “Permitted Use”). The term of this Agreement shall be the Rental Period.

3. **Fee.** In consideration therefore, the Renter shall pay to the Foundation the Rental Fee. The Foundation may, at its option, also require the Deposit to secure the Renter’s use of the Space Rented. The Foundation may, at its option, apply the Deposit to offset the costs of any damage, loss, or injury to the Premises, the Space Rented, or any property or equipment belonging to the Foundation on the Premises which is caused by (i) the Renter’s use or misuse of the Space Rented, (ii) Renter’s breach of any provision of this Agreement, including the Policy and the Waiver, or (iii) any use or misuse of the Space Rented by any third party guest of the Renter.

4. **Termination.** The Foundation may terminate the Agreement and the Renter’s access to and use of the Space Rented at any time, for any reason or no reason, including without limitation the Renter’s breach of this Agreement, the Policy, or the Waiver, immediately upon notice to the Renter.

5. **Key Fob or Passcodes:** The Foundation may provide a key fob or share a passcode with the Renter to allow access to the Space Rented. The key fob and/or passcode shall only be used to access the Space Rented for the Permitted Use during the Rental Period. If a key fob is provided to the Renter, Renter shall be responsible for any replacement costs if the key fob malfunctions or is misplaced by the Renter. Renters shall not share their key fob or passcode with anyone without express authorization from the Foundation.

6. **Further Assurances.** As an express condition to the Foundation’s obligations hereunder, the Renter agrees, for their own behalf and on behalf of any third party guests of the Renter with whom the Renter shares access to the Space Rented:

- (a) Renter shall at all times abide by the Policy, which is incorporated by reference as if fully set forth herein.

- (b) Renter agrees to be bound by the Waiver.
- (c) Renter shall not use the Space Rented for any purpose other than the Permitted Use.

7. **Indemnification.** Renter agrees to indemnify, defend and save harmless the Foundation, its members, officers, shareholders, agents and employees (collectively, the “Indemnified Parties”) from all claims, causes of action, penalties, damages, liability, loss, costs, and expenses (each a “Claim”) and reasonable attorney’s fees associated arising from or in connection with Renter’s violation of this Agreement. Furthermore, Renter shall agree to encourage all persons invited by the Renter attending the Space Rented during the Rental Period (“Invitees”) to sign the Waiver. If an Invitee fails to sign the Waiver, Renter agrees to indemnify, defend and save harmless the Foundation, its members, officers, shareholders, agents and employees (collectively, the “Indemnified Parties”) from all claims, causes of action, penalties, damages, liability, loss, costs, and expenses (each a “Claim”) and reasonable attorney’s fees associated arising from or in connection with (i) any breach of the Rental Agreement, Policy, or Waiver by the Invitee, (ii) Invitee’s use or misuse of the Space Rented including all associated Foundation assets authorized for use by the Renter under this Rental Agreement, or (iii) any injury, damage, or loss to any third party resulting from your or your Invitee’s conduct.

8. **Survival.** Sections 6 through 18, inclusively, will survive and continue in full force in accordance with their terms notwithstanding the termination of the Term.

9. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail or facsimile, on the date of transmission to such recipient, if received during normal business hours and, if not, the next business day after transmission, (c) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) three (3) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient at the address set forth on the Proposal. All Notices to the Foundation shall be sent to [Notices@alhudafoundation.com](mailto:Notices@alhudafoundation.com).

10. **Severability.** Any term or provision of this Agreement that is held invalid or unenforceable by a court of competent jurisdiction in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to replace invalid or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other Party.

12. **Governing Law.** This Agreement and any claim or controversy arising hereunder shall be governed by and construed in accordance with the domestic laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.

13. **Consent to Jurisdiction.** Each of the Parties irrevocably submits to the exclusive jurisdiction of any State or Federal court sitting in Fisher, Indiana (collectively, the “Designated Courts”), for the purposes of any suit, legal action, dispute or other proceeding arising out of or relating to this Agreement and the transactions contemplated hereby, and to the non-exclusive jurisdiction of the Courts for the enforcement of any judgment obtained thereunder. Each of the Parties further agrees that service of any process, summons, notice or other document by U.S. registered mail to such Party’s respective address set forth above shall be effective service of process for any action, suit or proceeding in the Courts with respect to any matters to which the Parties have submitted to jurisdiction as set forth above. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any dispute, action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Designated Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such Designated Court that any such dispute, action, suit or proceeding brought in any such Court has been brought in an inconvenient forum or venue.

14. **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY OR ANY AFFILIATE OF SUCH OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. **EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.**

14.1 **Class Action Waiver:**

RENTERS ACKNOWLEDGE THAT THEY ARE AWARE OF THEIR RIGHT TO PURSUE A CLASS ACTION AGAINST THE FOUNDATION. PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY

IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

15. **Attorney's Fees.** In the event either Party takes any action or initiates any dispute, claim, or cause of action to enforce its rights hereunder, including for the collection of any payments owed to such Party hereunder (each, a "Claim") then the prevailing Party in such Claim shall be entitled to recover from the other Party the prevailing Party's cost, fees, and expenses, including reasonable attorney's fees, associated with the prosecution or defense of such Claim.

16. **Amendment and Waiver.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties hereto. No waiver by any Party of any provision of this Agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

17. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability Foundation or partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory entities, department, agency or authority. Section headings are provided for convenience purposes only and shall not affect the meaning or construction of the substantive provisions contained herein. The Recitals are hereby incorporated by reference as if fully set forth herein. Pronouns shall be construed to refer to the masculine, feminine, and neutral and to the singular or plural as context requires.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile and electronic mail (including portable document format (.PDF) and any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)).

19. **Entire Agreement.** The Agreement, together with these Terms and Conditions, the Policy, and the Waiver constitute the entire agreement among the Parties and supersedes any prior

understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. These Terms and Conditions supplement the Agreement the Policy, and the Waiver. Where this Agreement and the other documents referenced herein conflict, (i) first, the Waiver shall control, (ii) second, the Policy shall control, (iii) third, these Terms and Conditions shall control, and (iv) finally, the Agreement shall control.