



In Pursuit of Excellence in Art and Culture

Fine Arts Cultural Centre, Fine Arts Chowk, R.C. Marg, Chembur, Mumbai 400 071
Te: 2555 2988 / 2522 1504 / Fax: 2522 7069, Website: www.fineartschembur.com fineartschembur@gmail.com

The Board of Trustees
The Fine Arts Society (Regd.)
Fine Arts Chowk, Chembur,
Mumbai – 400071.

Dear Sirs,

Kindly grant me / us permission to use the fine Arts Society Sivaswamy Auditorium (1275 seats) / Art Plaza / Concert Chamber on

(day) _____ (date) _____

From (time) _____ to _____

I / We agree that the charges paid by me /us are not refundable to me / us under any circumstances.

1. Name of the Institution / Organisation / Individual:
2. Full address and phone No:

3. Is the institution as registered charitable Trust.
Or a recognized School / Educational Institution :
If so, please give copy of registration certificate.
4. Name of the person making the Application and his connection with the institution names at 1 above.
5. Name and designation of the head of the Institution:
6. Is admission to the proposed function / programme free or by sale of tickets;
7. If applicant is an individual, are you Member of the fine Arts Society :
 - (i) Yes /No
 - (ii) If Yes, give separately additional information needed by the Society

8. Details of function/programmes or conference giving aims & objects. Specify clearly whether Cultural/Social/Religious/Commercial. Use separate sheet, if necessary.
9. Is it a Qawali, Mujra Dance, disco, Rock, Beat Music and the like?
10. Does the programme covered by this application infringe or is likely to be claimed under the copyright or patent right held by any party?
11. Particulars of NOC's obtained. Please use separate sheet if necessary.
12. I/We hereby agree to abide by the rules and regulations attached hereto. In particular, I/We have read and understood Rule 12, 16 and 17 relating to payment of charges & deposits, revision of rates, Rule 19 relating to non-transferability & cancellation, etc. Rule 29 to 42 relating to specific dos and donts, rule 45 for printing of name & rule 59 on effective seating capacity and agree to abide by them. I/We shall use the services of only the caterers and interior decorators who are on the approved panel of Fine arts Society. In case of dispute, the decision of the Society shall be final and binding.
13. Repeat the undertaking given under Rule 59.
14. I/We confirm that the information given above about the status of the applicant, the end use, and nature of programme are true to the best of my/our knowledge and belief.

Date

Signature

FOR OFFICE USE

Deposit : _____ Receipt No. _____ Date : _____

Charges : _____ Receipt No: _____ Date : _____

Cash/Cheque/DD : _____

The above booking accepted / Not accepted

Manager



Rules and Regulations for booking and the use of the Sivaswamy Auditorium / Art plaza/ Concert Chamber in The Fine Arts Cultural Centre

MANAGEMENT AND CONTROL:

1. The management and control of the various facilities of the Fine Arts society (Society for short) is vested in the Board of trustees (Trustees for short).
2. These Rules & Regulations are an integral part of the terms and conditions on which the use of the Auditorium and art plaza is allowed.
3. Whenever, it is used, the word Society' will be also include the Trustees, the Managing committee, Officers, Employees and persons duly authorized by the Fine Arts Society.

FACILITIES FOR USE:

4. The facilities available for use are the Auditorium, Art plaza, Concert Chamber and the supporting infrastructure. These will be permitted for use, at the discretion of the Trustees, for lectures, discourses, conferences, company meetings, seminars, exhibitions and the like as well as for educational, social, cultural and recreational activities on such days and at such time as are not required for use by the Society itself and on such terms and conditions as may be prescribed by the trustees.

HOW TO APPLY:

5. Application in the prescribed form for use of the Society's facilities shall be made at the Society's office at Fine Arts Chowk, Chembur, Mumbai – 400071 on working days during the following hours :

Monday to Sunday	10.00 a.m. to 12.30 p.m. 2.30 p.m. to 5.30 p.m
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6. Application shall be accompanied by full payment of prescribed charges and security deposit.

ALLOTMENT & POWER TO REJECT

7. Allotment will generally be made on first-come-first-served basis. In case of payment by cheque, the booking would be confirmed only after realization of the

cheque. The applicant's attention is invited to the legal consequences in case cheques are dishonoured by Banks.

8. The Society has the right to accept or reject an application or to terminate or cancel and allotment without assigning any reason and its decision shall be final and binding.

SCHEDULE OF CHARGES & DEPOSIT :

9. The schedule of charges compensation / rental for A.C. and other utilities and services and interest free deposit for use of the Auditorium is at Annexure 'A' given separately.
10. The schedule of charges and interest free deposit for use of Art plaza and the concert Chamber is at Annexure 'B' and Annexure 'C' given separately.
11. The schedule of charges and interest free deposit for use of Auditorium, Art Plaza and the Community Hall of the Society on a package basis shall be given separately.
12. The periods of use and the charges shown in Annexure A,B &C and preferred to in paras 9, 10 & 11 above are subject to change by the Trustees without any notice.
The rate in force on the date and time of use shall apply. Users shall pay the difference, if any, between the booking rates and the rates prevailing on the date and time of actual use of the facilities. This is an essential part of the contract and the users must accept it unconditionally.

TIMING FOR USE :

13. The Auditorium can be used in three sessions per day. Each session shall be a period not exceeding 4 (four) hours.
14. The Trustees may also, at their sole discretion, consider permitting the use of the Auditorium for the whole day on payment of the prescribed charges.

PAYMENT OF CHARGES & DEPOSIT :

15. Every application for use of the Society's facilities must be accompanied with payment in full, of the charges either by local cheque or demand draft payable at Mumbai or by cash to be deposited by the applicant-user for credit of the Society in a bank designated by it.
16. In addition to the payment referred to in para 16, the user shall also pay an interest-free deposit as shown in the schedule of charges. The deposit will be refunded after recovering/adjusting extra charges, and cost of damages if any. Claims for refund of deposit accompanied by the original deposit receipt, should be made 7 days after the date of use of the facilities but not later than 90 days.

The Society shall make every effort to make refunds, if any, within 21 days of the date of use of the facilities shall be rejected summarily.

DAMAGES:

17. The damages referred to in para 17 shall include and mean damages, if any, to the building or any part thereof, furniture, fixtures, fittings, paintings, show cases, electrical and sound equipments/ and any other item of whatsoever description which have been caused by or attributed to the user (which will include user's guests, patrons, employees, contractors, family members etc.) as may be indicated by the Society. The cost of such damages shall be made determined by the Trustees. If such cost exceeds the amount of security deposit with the Society, the user shall make additional payment to cover the difference. The decision of the Trustees as to the nature, extent and cost of the damages shall be final and binding on the user.

NON-TRANSFERABILITY, CANCELLATION, ETC.

18. The amounts paid for use of the facilities are not refundable. In exceptional cases, and provided the Trustees are satisfied about the bona fides, the Trustees may, at their sole discretion, consider refund for cancellation after deducting cancellation charges, provided the facilities booked by the first applicant for the day/period, are rebooked by someone else for the same day/period. Graded reduction will be linked to the period between the date on which rebooking is made to the date for which the first applicant made a booking. For purposes of calculating the period, the booked date is to be excluded.

When rebooking is made by another party for the same Date/period	Cancellation charges be paid by original applicant/user
i. 90 days prior to the booked date	25%
ii. Less than 90 days but 60 days prior to the booked date	50%
iii. Less than 60 days but 30 days prior to the booked date	75%
iv. Less than 30 days but 15 days prior To the booked date	90%
v. Less than 15 days prior to the booked date	100% (no refund)

19. The permission/allotment granted to an applicant/user is not transferable to any other party or to any other date. In exceptional cases the Trustees may, at their sole discretion, consider transfer to another party or to another date, subject to

availability and provided that the original applicant/user shall pay cancellation charges which shall be calculated as per the schedule indicated at Rule 18 above.

20. If, at any time, after the grant of permission for use of the facilities the Trustees have reasons to believe that the function or programme for which permission had been granted is objectionable, or that the applicant-user has transgressed or is likely to transgress any of the Rules & Regulations of the Society or those framed by government local bodies for the time being in force or it is found that the applicant-user has made false statement or misled the Society concerning the nature, scope and object of the function/programme or secured booking through false representations, then the Trustees shall have the right to cancel the permission for the use of the Auditorium / Art Plaza / Concert Chamber without assigning any reason. In such an eventually the charges paid by the applicant shall stand forfeited. In case the category of user is found to be different from that declared in the application the user shall pay the difference and pay penalty that the Society may decide. The interest free deposit shall, however, be refunded, after deductions, if any.

The opinion and decision of the Trustees in this regards shall not be liable to be questioned and the applicant-user shall not be entitled to claim any damage or compensation whatsoever for such cancellation/forfeiture.

21. The Trustees have the right at all times to withdraw/cancel the permission granted to an applicant-user for use of the Society's facilities in the event of any strike, lockout, Go-slow, work-to-rule or any other agitational action/s on the part of the Society's employees or contractors or on account of failure of electric power, machinery or equipment or public strikes, agitations, bandhs, rasta roko etc. or any other reason or factors which are beyond the control of the Trustees. It is expressly understood and accepted by the applicant-user that in the event of such withdrawal/cancellation of permission, the Society shall not in any way be liable for any loss, inconvenience or damage which may be sustained by the applicant-user booking the Society's facilities provided however, that the amount paid by the applicant-user along with the application shall be refunded after administrative and other costs of the Society.
22. No reduction or refund of any kind whatsoever shall be allowed on the ground that applicant-user has not made use of some part of the facilities which was agreed for use and on the basis of which the allotment had been made and paid for.

VALIDITY OF RESERVATIONS:

23. Bookings shall be valid only when an official receipt for payment of charges and deposit is issued by the Society duly signed by a person authorized in this behalf by the Trustees.

DURATION OF USE

24. The use of the Auditorium / Art plaza / Concert Chamber and the supporting infrastructure facilities shall be for the stipulated duration only. The possession of the Auditorium / Art plaza / Concert Chamber shall ordinarily be given to the applicant-user and/or his authorized representatives 30 minutes before the commencement of the period for which the facility is booked. The applicant-user shall hand back possession to the Society's authorized official within 30 minutes after the expiry of the duration booked or the completion if the programme whichever is earlier.

USE LIMITED TO SPECIFIED AREAS ONLY:

25. The permission to the use of the Auditorium is limited strictly to the stage, the seating areas (stalls and balcony), green room, toilet blocks and surrounding corridors only. Similarly, for the Art plaza, the area is limited to the foyer block earmarked for the purpose and the toilet blocks and for the Concert Chamber, the room itself with access to the toilet block. Access is prohibited to other floors and parts of the Society's building complex.

NO RESPONSIBILITY FOR FAILURE OF SERVICE:

26. The Auditorium is equipped with a stage, sound, lighting and air conditioning equipments etc: for rendering efficient service to the users and every effort shall be made to maintain the services in good working order. The Society shall not be responsible for any failure or breakdown or curtailment thereof, arising from reasons beyond its control. The Society shall be indemnified from any loss, costs, inconvenience or damages arising from or consequential to such breakdowns/failures.

REQUISITIONING OF FACILITIES :

27. The user packages include stage lights, curtains and sound system as installed. The services/facilities which are provided at extra charge are detailed in Annexure 'A' given separately.

OTHER TERMS:

28. Smoking is strictly non permitted with in the Auditorium and any other air-conditioned part of the premises. Smoking is also not allowed in the Toilet Blocks.
29. Staging of Qawali, Mujra Dancing, Cabaret Dancing, Beat and Rock Music, Disco and similar programmes of music and dance are totally prohibited. The decision of the Trustees in this regard shall be final and binding.
30. The user shall not drive or cause to drive nails in any part of the building/stage or furniture, nor do or cause to do any acts as would spoil or disfigure the Society's Auditorium and/or its properties in any way. The user shall not also remove or cause to remove any part of the furniture or other articles and fixtures from their original locations.
31. Splitting, committing nuisance of any kind or making any portion of the building, Auditorium, furniture, walls, etc. dirty in any way of manner is strictly forbidden.
32. No music of any kind shall be played at the entrance of the Auditorium or the main building complex or in the Art Plaza or Concert Chamber. No loud speaker shall be installed outside the Auditorium or the Complex.
33. Storing, serving and consumption of alcoholic drinks/beverages as also of non-vegetarian eatables are strictly prohibited.
34. Except with the prior written consent of the Trustees and on such terms and conditions as the Trustees may determine, no signboards, hoardings, posters, party flags or placards or banners may be displayed in any part of the building and compound walls of the Society's premises.
35. Blowing of trumpets and beating of drums and bursting of crackers and fireworks display in and around the society's premises is prohibited.
36. Parking of vehicles in the premises and on the lanes leading to adjacent residential area is not allowed.
37. Dumping of rubbish and waste matter in and around the premises is not allowed.

38. The use of live flames on the stage whether for lamps or candles or any other purpose is strictly prohibited.
39. No catering by any outsider shall be permitted in the premises.
40. No distribution of eatables, drinks or ice-cream is permitted to the audience by any one, including Society's contractor, inside the Auditorium. However, requests for distribution of packed vegetarian eatable at the end of the programme only at the gates will be considered and permitted at the sole discretion of the Trustees. Non-vegetarian items are not allowed. Application for such permission shall be made to the society at least one week before the date of programme explaining the special reasons for such a request.
41. The use of outside furniture, fixtures, sound and light equipment in special cases shall be allowed only with prior written permission of the Trustees at rates and on terms and conditions as may stipulated by the Trustees.
42. The Applicant-user shall not allow overcrowding in the Auditorium by allowing more persons than the seating capacity of the Auditorium. Every individual should be given a seat number as per the seating chart to be obtained from the office. Any contravention of this condition and any consequential disturbance, damage etc. shall make the applicant-user liable to heavy penalties, restitution of damages and cancellation of the show/event. The society shall not be liable for any losses of whatsoever nature that may be incurred by the applicant-user due to such cancellation.

NON-INFRINGEMENT OF COPY-RIGHT:

43. The applicant-user shall be entirely and solely responsible for conducting any programme in the Auditorium which might constitute an infringement of copyright held by an individual or institution. The Trustees and the Society shall not be held responsible in any way for the same. The applicant-user shall give an undertaking in writing that the performance does not infringe the Copy right Law. A license shall be obtained by the applicant-user as per 49 (f) (v) of the Rules and copy submitted to the Society.

ADVERTISEMENT / DISPLAY OF POSTERS :

44. As provided in rule 34 the Trustees may, on a specific written request in this regard and not earlier than a week before the day of the use, allow display of only one signboard not exceeding 4'x3' within the premises. The content of this display shall be as approved by the Trustees. If any additional advertisement or display in connection with the programme or function, within the premises is desired. The same may be permitted by the Trustees, solely at their discretion on such terms and conditions as the trustees may prescribed in this regards. On the day of programme, only one banner of the size 12'x3' shall be permitted to be displayed as hour before the commencement of the programme on the main gate and one banner of the same size on the stage during the function on the last curtain. No other banner/flags will be permitted to be displayed either in the foyers or in the frontage of the hall or in any part of the building including fencing / compound wall.
45. All applicant-users shall get printed the full name of the Auditorium on invention cards, tickets, pamphlets, etc. as follows.

Sivaswamy Auditorium of The Fine Arts Society

Fine Arts Chowk, R. C. Marg, Chembur, Mumbai – 400071

Failure to do so will entail a fine of Rs. 500/-.

AUTHORITY TO ENTER AUDITORIUM :

46. A Trustee/Trustees and any person duly authorized by the Trustees shall have full authority and right to enter any part of the auditorium Art Plaza during the period that her Auditorium / Art Plaza has been permitted to be used.
47. Only Ushers of the society's approved Usher service Provider shall be engaged. Standard charges will be payable separately to the service provider directly. For details please see Annexure "A".

RESPONSIBILITY OF APPLICANT-USER :-

48. The applicant-user shall undertake all the following responsibilities and shall be solely responsible for :
- a) Giving seat number to each and every individual who occupies a seat in the Auditorium.
 - b) Conducting all programmes and proceedings of the meeting or gathering in an orderly, entirely lawful manner and strictly within the scope of the objects for

which the use of the Auditorium is permitted, and the Trustees shall in no way be held responsible for any breach of violation in this manner;

- c) Any damage done directly or indirectly to the property while in use;
- d) Obtaining necessary permission from and making arrangements for the necessary Police staff for controlling traffic/security on the day of performance at own costs;
- e) Observing Police and municipality Rules and Regulations in force for the time being, including use of the auditorium beyond the stipulated hours fixed by the Government and municipal authorities;
- f) Obtaining necessary licenses and permits from the authorities concerned including;
 - (i) Appropriate License for sale of tickets/issue of donation cards from the Commissioner of Police, Theatre Department, Mumbai – 400001;
 - (ii) License for the performance and the use of loud Speakers from the Assistant Commissioner of Police, Chembur Division, Mumbai – 400071.
 - (iii) Municipal Theatre Tax from the Assessor and Collector, Municipal Corporation of Greater Mumbai, Pant Nagar, Ghatkopar, Mumbai – 400075.
 - (iv) License from the Collector of Mumbai, if the particular entertainment is taxable and also for the lucky draws on souvenirs or tickets;
 - (v) Copyright License -From the Indian Performing Rights Society limited, 208, Golden Chambers, 2nd Floor, New Andheri Link Road, Andheri (W), Mumbai – 400053.
 - (vi) License from the Drama Scrutiny Board, Government of Maharashtra in case of Dramas, Variety Entertainment, Katha Prasangam or other similar performances;
 - (vii) Paying any taxes or charges to the Municipal Authorities for all advertisements displayed under the municipal rules, if any;
 - (viii) Paying all other taxes leviable on or for the performance;
 - (ix) Observing all rule and Regulations governing the use of the Auditorium Complex.

TAPE RECODING OF PROGRAMMES :

49.

- (i) Prior written permission shall be taken from the Trustees for recoding of any programme held in the Auditorium /Art Plaza.
- (ii) When so permitted, the tape-recorder, tape and other recording accessories shall be handed over to the Society's technician-in-charge.
- (iii) While applying for such permission, the written consent of the artistes concerned should be enclosed, together with the prescribed fees not less than two clear days in advance of the programme.

RESERVED SEATS :

50. Following points:

- (i) Eight seats in B row bearing seat number 13 to 20 and eight seats in C row bearing seat numbers 14 to 21 shall be reserved free of any charges to the Society for its use as it deems proper.

The Society shall be entitled to issue passes for the said seats which shall be accepted and honoured by the user.

- (ii) Two seats in B row bearing seats numbers 1 and 2 are reserved for the authorities for the Stage Performance Scrutiny Board in terms of the Rule 140 of the rules for Licensing and Controlling Places of Public amusement (other than cinemas) and Performances for public amusement including Meals and Tamashas 1960 as also for concerned authorities in case of film shows.

SECURITY SERVICES :

51. Overall Security for the Society's buildings which house the Auditorium, Art Plaza, and Concert chamber is provided by the Society. However, special / additional security requirements of the user will have to be arranged by him at his own costs, the arrangements for which will have to be done by him only with Government approved security agencies. However, the society is in no way liable for any loss or damage that may come about due to entry of unauthorized persons or theft and the like.

FIRE PRECAUTIONS :

52. The firefighting equipment is installed as per regulations of the authorities concerned. The applicant-user shall not do any such act or bring any such commodity/material which will be in contravention of fire regulations of the authorities. Homams/Havans and lighting of lamps, candles or flames of any kind in the auditorium are strictly prohibited.

INSURANCE COVER :

53. The applicant-user shall make his own arrangement for the insurance cover for all types of risks for his own and third parties' property and life. The Society does not accept any responsibility in what so ever manner for any loss or damage to the property and life of the user and his guests, employees and other agencies engaged by him including third party loss/damages.

GATE PASS :

54. No material will be allowed to be taken out of the Auditorium without a valid gate pass obtainable from the official authorized by the Society. The applicant-user should ensure that all dues to the Society have been paid and a clearance certificate obtained from the

authorized official before any material is allowed to be taken out. Gate passes shall be surrendered to the Society at the time of handing back possession of the felicities.

CINEMATOGRAPHIC FILMS :

55. If the applicant-user proposes to show film feature or documentary in the Auditorium it must be ensured by him that the film intended for screening is certified by the Authority concerned in accordance with the laws in force.

INDEMNITY TO THE SOCIETY:

56. Every applicant-user holds his programmes at he society's Auditorium, Concert Chamber and Art plaza at his own risk. The applicant-user agrees to indemnify the Society and keep it indemnified against any legal proceedings or cost, charges, expenses and/or damages that may be suffered, incurred or borne or which may arise from non settlement of payments and any injury or accident or damage caused to men and property used by him or by his agents, representatives, contractors or employees. Neither the applicant-user nor his agents, representatives, contractors or employees will have any claim against the society for damages, either for personal injury or damage to any of his property arising from negligence or default or any loss, sustained as a result of non-availability of any of the services in the Auditorium, Concert Chamber and Art plaza temporarily or otherwise. The applicant-user shall effectively indemnify the society from any liability whatsoever including that of any injury of harm to the visiting public arising out of the programmes held at the Auditorium / Art Plaza. The applicant-user shall notify his agents, representatives, contractor or employees of these conditions. It is hereby agreed and understood that no right, title or interest arises in respect of the area allotted to the applicant-user and the payment of charges shall b strictly in respect of the use of the area for specified period and for the specified purpose; further that the applicant-user shall not be authorized to let/sublet/assign whole or part of that area to any other person/s for any purpose whatsoever.

INTERPRETATION :

57. The decision of the Trustees of the Society as regards interpretation relaxation of the rules and Regulations shall be final and binding on the applicant.

UNDERTAKING :

58. The applicant-user shall give an undertaking as hereunder ; "I/We also accept that he schedule of compensation/charges fees of the Auditorium/ Art Plaza prevailing now are subject to change and I/We agree to pay the charges as are in force on the day of the function/programmes, as fixed by the Board of Trustees, I/We have read and understood the above terms, rules & Regulation relating to the use of the Auditorium / Art Plaza / Concert Chamber and I/We agree to abide by them."

SEATING CAPACITY OF THE AUDITOIRUM:

Main Floor 782 Seats

Balcony 513 Seats

1295 Seats

Seats reserved for :- The Fine Arts Trustees – Main Floor –
Row No. B Seats 13-20,
Row No. C Seats 14-21.

:- Government Scrutiny Board – Main Floor
Row No. B
Seats 1 and 2.

Effective Capacity for use by the Hirer :- 1277 Seats

N.B :

- (i) For charges not listed in the schedules to the rules kindly contact the manager.
- (ii) Cheque/ Demand Draft should be drawn in favour of "THE FINE ARTS SOCIETY (Regd.)" payable at Mumbai. Only local Cheques will be accepted.
- (iii) Outstation parties should pay only by demand Draft payable at Mumbai.
- (iv) Cash, if any, shall be deposited direct by the applicant for credit to the society's account as a Bank designated by the Society and receipts to be produced to the Society.