

# Facilities Rental Agreement

Renter	(s) Name:		
If Ren	ter is a Business, Name of the	Contact Person:	
Renter	(s) Address:		
Email	address:		
Contac	et number:		Alt. Number:
Date(s	) of Event:		
Type o	of Event		# of People expected:
Check	-in Date/time:		Check-out Date/ time:
•	Areas to be Rented:		
1.	Renter agrees to rent the follow	C	Геmple Sinai: his Agreement and Conditions of Rental, attached hereto and
	hereby incorporated into this A		9
2.	Event Fees:		
			for use of the Premises and outside areas. The fee lown and cleanup after the Event.
	Renter will pay a fee in the amo	ount of \$	for use of the following additional services:
	Rate for the additional services Facilities Rental Agreement).	s are found in the Condit	tions of Rental (attached hereto and hereby made part of this

## Security/Damage Deposit:

Renter will pay a refundable Security/Damage Deposit in the amount of \$250.00 at the time this Agreement is signed. This \$250.00 Security/Damage Deposit is not applied to the event fees indicated above.

The Security/Damage Deposit is fully refundable within fourteen business(14) days after the Event if the Premises and the outside areas are returned in the condition set forth in the Cleaning/Clean-up section of the Conditions of Rental and there is no damage to the Premises or the outside areas. The refund check will be made payable to the first named Renter and mailed to the address listed on Agreement.

Any damage to the Premises or the outside areas identified by Temple Sinai after the conclusion of the Event will be deducted from the Security/Damage Deposit. Any damage for which the cost to repair exceeds the amount of the deposit will be billed to the Renter at actual cost.

Renter is responsible for any loss or damage caused to the Premises or the outside areas by Renter's agents, employees, hires, subcontractors, other service providers, or any of Renter's guests, including any furnishings and for the proper handling of all equipment and furnishings.

By renting the facilities, Renter is assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the Premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$250.00 will result in you forfeiting any future use and/or rental of the facility and potential legal action.

All parties agree that the Security/Damage Deposit cost will be deposited into any business account of Temple Sinai, and will not gain interest over the time it is deposited.

#### 4. Payment:

The rental cost	can be paid in one lump sum or in two (2) installments. P	Please note that either the lump sum payment
of \$	or the first payment in the amount of \$	must accompany this contract
at the time of s	igning. The second payment, in the amount of \$	, must be received at least seven
(7) days prior to	o the Event. Temple Sinai accepts payment in the form of	cash, personal/business check, money order,
cashier's check,	, ACH debit, or credit/debit card.	

#### 5. Time of Rental:

The time of rental identified above will be strictly enforced. An additional fee of \$200.00 per hour, or any portion thereof, will be assessed if the Event runs over.

#### 6. Limit on Number of People:

The maximum number of people Renter can have for the Event is \_\_\_\_\_\_.

#### 7. Indemnification of Temple Sinai:

Renter is responsible for the conduct of Renter's agents, employees, hires, subcontractors, other service providers, and guests on the Premises or outside of the building during and following the Event.

Temple Sinai is not responsible for accidents or injury to Renter, guests, visitors, or any other persons or for the loss of money or valuables of any kind. Renter does hereby agree to release, acquit, and forever discharge Temple Sinai, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and any and all other persons, firms or corporations in privity with it, of and from any and all claims, demands, and causes of action, that Renter may have, have had, or ever have arising out of or by reason of the Renter's rental for the Event.

Renter agrees to indemnify, protect, and hold harmless Temple Sinai, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages, or other consequences asserted by Renter or their guests, visitors, or any other persons during the rental terms and times.

#### 8. Miscellaneous Terms:

If Renter is a business, the person signing this Agreement has authority to do so on behalf of the business.

The age of all persons responsible for renting the Premises at Temple Sinai, located at 500 Swift Street, South Burlington, Vermont, must be at least twenty-five (25) years of age or older with no exceptions.

Temple Sinai may not be used for any unlawful purposes.

Temple Sinai reserves the right to refuse to rent to any person(s).

Rented space described in this Agreement cannot be sub-leased by Renter.

Any changes to this Agreement must be hand written on the face of this original Agreement and shall be initialed by all parties hereto.

By signing this Agreement, Renter acknowledges the amount of the fees to be paid to Temple Sinai and agree to be responsible for payment in full in accordance with this Agreement.

Members of Temple Sinai that are not in good standing, must bring themselves into good standing. Failure to do so will result in denial of facility rental.

All facilities located at 500 Swift Street, South Burlington, Vermont, are the sole property of Temple Sinai and should be treated as such at all times and by Renter, their guests, visitors, or any other persons during the rental terms and times; therefore, no items (other than folding tables, classroom tables, chairs, decorative plants/planters) may be moved, removed, utilized, or otherwise changed without the prior express written permission of the Agent. This includes, but is not limited to: wall hangings, literature fixtures, literature, lamps, displays, religious items or fixtures. Failure to adhere to this policy will result in the forfeiture of the Renter's Security/Damage Deposit.

Signature of Renter:		Date:	
	Renter's Acknowledgement		
Signature of Renter:		Date:	
-	Renter's Acknowledgement		
Signature of Agent:		Date:	
	Congregation of Temple Sinai, Inc., Agent (Witness)	2 000.	

The Congregation of Temple Sinai, Inc., Agent holds the power to act solely on behalf of Congregation of Temple Sinai, Inc., its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the Renter, their guests, visitors, or any other persons throughout the rental terms and times.

#### **Conditions of Rental:**

#### 1. Areas/Purpose of Use:

Temple Sinai has three (3) areas that may be rented: Sanctuary, Weisbein Social Hall (including kitchen), and Classroom. Rental fees for each area are detailed later in this Agreement. Rental of one area does not include use of any other areas (i.e. Rental of a classroom does not include use of the Weisbein Social Hall). If the Renter requires use of other areas of the building in addition to the one being rented, arrangements with the Temple Sinai Agent must be made at least fourteen (14) days prior to the date of the Event. Rental is subject to availability and will be charged at the rates set out in the rental schedule. Unauthorized use of areas not rented without prior express written permission from the Temple Sinai Agent will result in a charge for the rented area in accordance with the rental rates, forfeiture of Renter's Security/Damage Deposit, forfeiture of the right to future use of the Premises at the discretion of Temple Sinai, and any other remedy permitted under law.

The facilities at Temple Sinai may be used for, but is not limited to, the following events. Events not listed below are subject to approval by the Temple Sinai Agent.

Anniversary/Birthday Party	Conference	Meeting
Bar/Bat Mitzvah*	Dinner	Play/Drama
Bar/Bat Mitzvah Party	Family Reunion	Wedding*
Class Reunion	Funeral*	Worship Service*
Concert	Luncheon	Workshop

<sup>\*</sup>Worship Services and Lifecycle events for non-Temple Sinai members require prior express written permission of the Temple Sinai Rabbi and/or Spiritual Committee. Members of Temple Sinai who are not in good standing fall under this same provision.

# **2. Occupancy:** Maximum occupancy for the Weisbein Social Hall is not to exceed two hundred fifty (250) persons.

Maximum occupancy for the Sanctuary is not to exceed two hundred (200) persons.\*

The total number of persons attending any event must be kept to or less than the number of persons listed above in order to comply with fire and county/city regulations. If the Renter rents more than one area, then the total number of persons allowed to attend the Event shall be the number of persons permitted by the area permitting the lowest number of persons. Any unauthorized use of these areas will result in forfeiture of the Renter's Security/Damage Deposit.

#### 3. Deposits/Payments:

Rentals are on a first-come, first-served basis, with preference given to members of Temple Sinai. A non-secured date may be held for forty-eight (48) hours after the initial request is made; however, the Rental Agreement and first payment must be received within the forty-eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until the Agreement is signed and returned with the first payment, and other requirements set out in the Agreement and Conditions of Rental.

The deposit, event fees, and/or other fees may be paid in cash, personal/business check, money order, cashier's check, ACH debit, or credit/debit card. Payment made with a personal/business check must be paid at least fifteen (15) days prior to the date of the Event. Any personal/business check not honored by the bank may

<sup>\*</sup>Please note that the Sanctuary can be expanded to accommodate more persons. Contact the Agent for more information and the associate costs.

result in cancellation of the Event, unless the deposit, rental fees, or other fees, plus assessed bank/administrative service charges of \$25.00, are paid in cash within five (5) days after notice to the Renter.

#### 4. Cancellations:

If Renter cancels for any reason within fourteen (14) days prior to the Event date, all parties agree that the Renter forfeits the Security/Damage Deposit. If Renter cancels for any reason on or between fifteen (15) days to thirty (30) days prior to the Event date, all parties agree that the Renter forfeits one-half (½) of the Security/Damage Deposit. If Renter cancels for any reason more than thirty (30) days prior to the Event date, all parties agree that any event deposit, fees, or other applicable fees, paid in advance, will be fully refunded to Renter within fourteen (14) business days of cancellation.

Temple Sinai reserves the right to deny use of the premises, to cancel, or to change any commitment for any reason up to 30 days in advance of the date of the Event. If Temple Sinai, its officers, affiliates, agents, servants, employees, its personal representatives, successors, and assigns cancel any event for any reason other than cancellation by Renter or Renter's non-payment or non-compliance of the terms and provisions of this Agreement and/or the Conditions of Rental, a full refund of the Security/Damage Deposit and/or other applicable fees paid by Renter, shall be refunded to Renter within five (5) business days of cancellation by Temple Sinai, and Temple Sinai is hereby released of any further liability from any and all foreseeable or unforeseeable damages.

#### 5. Use of Premises:

Upon arrival, the responsible party for the rental must check-in with the designated Temple Sinai representative prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the rental participants.

Please note that it is the responsibility of the responsible party to notify the designated Temple Sinai representative if the facilities are not as requested. Renter will not be responsible for taking down any tables and/or chairs at the end of the Event. Temple Sinai staff will be responsible for taking down any tables and/or chairs at the end of the Event, and inspecting the Premises and outside areas for damage.

All items brought in by Renter must be removed by Renter prior to check-out time.

No property belonging to Temple Sinai shall be moved or taken outside without prior express written permission from the Temple Sinai Agent. Any violation of this policy will result in the forfeiture of the Renter's Security/Damage Deposit.

Renter agrees that the officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents of Temple Sinai shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

All youth/teenage activities must be supervised at all times by adults aged 25 or older. A ratio of one adult per 10 youth/teens is required. The sponsoring adult(s) must be present at all times.

#### 6. Noise Ordinance:

Renter must comply with the City of South Burlington's noise ordinance at all times. Loud activities should be kept to a minimum so that Renter does not disturb other members and guests at the facility or in the surrounding area.

#### 7. Cleaning/Clean-up:

The Premises will be delivered in a cleaned condition to the Renter. Renter is required to return the Premises and all other items belonging to Temple Sinai used by Renter in the following conditions.

The following general cleaning is required at the conclusion of the rental:

- a. Pick-up all trash in the Premises and outside grounds of the building.
- b. Bag all trash and leave it by the kitchen back door (on the inside of the building).
- c. Put clean trash liners (bags) in trash cans.
- d. Wipe down all tables and countertops.
- e. Remove all decorations, balloons, and other party materials.
- f. Remove all food and other items from the kitchen/refrigerator that was brought by the Renter.
- g. All kitchen items (pots, pans, cutting boards, serving utensils, etc.) belonging to Temple Sinai that are used must be washed, dried, and returned to the place from which they came.
- h. If rented (additional fees may apply), all glasses, dishes, and silverware must be washed using the commercial dishwasher (instructions located in the kitchen), dried, and returned to the place from which they came.

#### 8. Smoking:

No smoking is allowed inside Temple Sinai buildings. Smoking is permitted outside of the buildings, as long as it is twenty-five (25) feet away from all doors and windows.

### 9. Alcoholic Beverages:

It is the policy of Temple Sinai not to allow any consumption of alcoholic beverages prior to a Jewish Life Cycle event on the premises. It is also the policy of Temple Sinai to conform to all Vermont liquor statues, especially in regards to serving of minors. As a Reform congregation, we encourage a responsible attitude with the consumption of alcohol and sobriety on the road.

Beer and wine may be served. If hard alcohol will be made available, but a full bar not presented, you must have prior express written permission from the Temple Sinai Agent. If a full bar is presented, the Renter must retain the services of a Vermont licensed and insured Bartender, who will be on site during the Event.

#### 10. Kitchen Usage, Food Service, and Catering:

Use of our commercial kitchen (stove, ovens, refrigerator, serving pieces, serving utensils, etc.) is included in the Social Hall rental fee for all Renters.

Use of glasses (wine and water), dishes (individual place settings), and silverware are included in the Social Hall rental fee for members of Temple Sinai. Non-members may rent these items for an additional fee.

All paper/plastic products and food stuffs found in the kitchen are the property of Temple Sinai, and may not be used by Renter. These products may only be used by members of Temple Sinai for Temple sponsored

events. At all other times, it is the responsibility of the Renter to provide such items. Unauthorized use of these products will result in the forfeiture of all or part of Renter's Security/Damage Deposit.

All food brought onto the premises and/or prepared on Temple Sinai property must be kosher style food. Kosher style foods are defined as foods not containing pork or shellfish and dishes which do not contain a mixture of meat (other than fish) and dairy products. Failure to adhere to this policy will result in forfeiture of Renter's Security/Damage Deposit and future rights to use the premises.

Food may only be served in the Social Hall or Classrooms. Food is not allowed in any other part of the building or outside of the building without prior express written permission from the Temple Sinai Agent.

Renter is responsible for making their own arrangements with a catering provider. The Caterer must supply Temple Sinai with Proof of Liability Insurance documenting that they are insured, as a Caterer, for personal injury and property damage liability. The Caterer must further agree to indemnify and hold harmless Temple Sinai from any liability to anyone for injuries or personal property damage sustained through the negligence of the Caterer, its agents, servants, or employees.

#### 11. Decorations:

The following rules are applied and must be followed by Renter:

- 1. No stapling, thumb-tacking, or nailing in furniture or on the walls or ceiling
- 2. No stickers, paste, tape, or anything else that might mar any surfaces may be used
- 3. Lighted candles (other than Shabbat candles), changes in lighting, sound equipment, or stage equipment, etc. are not permitted without the prior express written permission of the Temple Sinai Agent

#### 12. Parking:

Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations. Overflow parking may be available next door at the Mormon Church. If overflow parking is required, arrangements must be made with Temple Sinai with sufficient notice.

#### 13. Wireless Internet Services:

Wireless internet services are available upon request at no extra cost to the Renter.

### 14. Sound and Audio Visual - Equipment Rental:

Upon request, the following equipment is included in the rental cost:

One - Podium

One - Wired microphone

Video equipment (projector, screen, DVD player, etc.) are available at an additional cost.

## Member/Non-Profit Rental Rates

Member rates are offered to:

- Active members of Temple Sinai, in good standing both in the year that the reservation is made, and in the
  year the event is held.
- Non-profit organizations

Members are prohibited from renting the facility for a non-member in order to receive the member rate/discount.

Member rates are as follows:

## **Sanctuary**

Bar/Bat Mitzvah \$650.00

Wedding (includes Huppah upon request) \$550.00

Funeral/Memorial Service for Member No Charge

Funeral/Memorial Service for Non-Member \$500.00

Brit Milah See Social Hall Fees

Non-Life Cycle Event \$450.00

#### Social Hall

First Hour \$100.00

Each Hour Following \$75.00

(Fee includes use of kitchen, tables, and chairs)

#### Classroom

Hourly rate per classroom \$25.00

## **Other Items**

DVD of the Event (only available for Sanctuary events) \$50.00

Projector and Screen \$50.00

Glasses, Dishes, Silverware \$75.00\*

\*No charge for Members of Temple Sinai

# Non-Member Rental Rates

Non-Member rates are offered to:

- Non-members of Temple Sinai
- For profit organizations or groups

Non-Member rates are as follows:

## **Sanctuary**

Bar/Bat Mitzvah (if approved)	\$850.00
Wedding (includes Huppah upon request)(if approved) * Does not include use of the Social Hall for reception	\$750.00*
Funeral/Memorial Service  * Does not include use of the Social Hall	\$500.00*
Brit Milah	See Social Hall Fees

\$650.00

## Social Hall

Non-Life Cycle Event

First Hour	\$125.00
Each Hour Following	\$100.00
(Fee includes use of kitchen, tables, and chairs)	

## Classroom

Hourly rate per classroom	\$35.00

## **Other Items**

DVD of the Event (only available for Sanctuary events)	\$65.00
Projector and Screen	\$75.00
Glasses, Dishes, Silverware	\$75.00

	ns and conditions of this Rental Ag, 20	reement are accepted and ag	greed upon by all parties this	day of
Consent	and Release:			
particular, accordance	ad this Agreement and hereby covenar, hereby covenant and agree that I are with the conditions outlined therein the forfeiture of my Security/Damage inai.	m personally responsible and a n. I further acknowledge and a	obligated to pay all charges due T gree that any breach of any of the c	emple Sinai ir conditions may
R	Renter(s)		Date	
R	Renter(s)		Date	
	eration of the covenants and agreements to permit the Applicant the right to			nalf of Temple
-	Congregation of Temple Sinai, Inc.,	, Agent	Date	
	ion of Temple Sinai, Inc., board and agen e Sinai buildings, furnishings, and outside			-
		OFFICE USE ONLY		
	Amount of 1 <sup>st</sup> Payment:	Method of Pay	/ment:	
	Date Received:	Receive By:		

Method of Payment:\_\_

Check#:\_\_\_\_\_ Date Mailed:\_\_

Receive By:\_\_\_

Amount of 2<sup>nd</sup> Payment:\_\_\_\_

Date Received:

Deposit Refund Amount:\_\_\_\_\_

	Storage Closet			Exit Doors	Please indicate above the table layout for your event. Include food tables as well.  Social Hall will accommodate up to 250 people  20 Round Tables available (Seats 8) 8 Long Tables available  Number of tables needed: Round Long
Rest Room	Haliway				Please indicate above the table layout for y  Social Hall will accommon  20 Round Tables available (Seats 8)  Number of tables needed:
	Kitchen Entry		Enter Dagge		Name:
	Exit Doors	1	Entry Doors		≥ 2