

TEMPLE BETH EL JEWISH COMMUNITY CENTER

3055 PORTER GULCH ROAD, APTOS, CA 95003

831-479-3444

www.templebethelaptos.org

RENTAL AGREEMENT

This agreement is between _____, hereinafter referred to as “Renter,” and Temple Beth El/Jewish Community Center, hereinafter referred to as “TBE.” It is expressly understood that no one may rent facilities at TBE until and unless in compliance with the terms hereof. **This document is to be used in conjunction with the Fee Schedule and/or the Special Event Condition of Use contract.**

Renter is contracting for the use of the following facilities at TBE:	
Event Name: _____	Event Date: _____
Room(s) Reserved: _____	
Entry Time: _____	Event Times: _____
Departure Time: _____	
<i>(Entry will not be permitted before the time listed here. Departure time must be adhered to)</i>	

TERMS OF THIS AGREEMENT:

RENTAL: TBE rooms are available for dances, weddings (for TBE members only), dinners, parties, conferences, conventions, trade shows and group meetings to members and the community. All rooms for purposes of meetings will be made available for fee rentals, so long as such space is not needed for Temple programs or related activities. Rooms shall not be rented out to groups if the nature of the use is such that it could increase the risk of liability to the Temple in the event of injury to third persons. Rooms shall not be rented out to groups or organizations wherein there exists the possibility of unreasonable conflicts, excessive noise or disturbance to other Temple users and staff. Rentals are subject to the approval of the Administration, Clergy and/or Board of Directors depending upon the particular usage for which the renter plans to use the facility and shall not exceed 30-day commitments by TBE, but may be renewed.

INSURANCE: While you, your guests, and your volunteers are covered by Temple Beth El’s General Liability insurance, anyone you hire to work inside TBE will need to have their own \$1,000,000 General Liability insurance and must hold Temple Beth El as an additionally insured. Renters may execute a special rider to their Homeowners insurance policy for a one-time event, \$1,000,000 General Liability policy, holding TBE as an additionally insured. This includes caterers, kitchen help, paid decorators, photographers, DJ’s, bands, and all entertainers. A Certificate of Insurance must be on file with the Facility Services Coordinator no later than **two weeks** before the event.

SOCIAL HALL: The Social Hall is 47'x 59' and can accommodate up to 175 people for a seated dining, up to 350 people for lecture-style seating, and up to 750 people for dancing. The fee is based on an 8-hour maximum use time of the Social Hall, which includes set-up and clean-up time. Seventeen 8' x 3' tables, four 8' x 2 1/2' tables, fourteen 5' round tables and 250 padded chairs are included in the fee but not custodial set up, supervisorial, and clean up time. All other furniture must be provided by the Renter or Caterer.

KITCHEN: There is a separate use fee for the use of the kitchen. See the Fee Schedule for details. Caterers will provide all coffee urns, pitchers, chafing dishes, serving dishes and utensils. TBE will provide chinaware, stemware and flatware provided it is cleaned, dried and put away. See the Clean up Check List for details

CATERER CONDITIONS: Professional caterers who work inside TBE (not dropping off food) are charged 10% of the food and beverage costs of Renter's event. Caterers must meet with the Facility Services Coordinator and comply with the Caterer's Contract requirements including the possession of \$1,000,000 General Liability insurance. Ask the Facility Services Coordinator for a list of Preferred Caterers.

LINEN: Linen may be rented through the Facility Services Coordinator or can be provided by Caterer.

DECORATIONS: No staples, tacks, pins, or nails may be used to affix decorations. Use florist wire, masking tape or painter's (blue) tape. Renter is responsible for installing and removing all decorations during the designated times. Candles in approved candleholders are permitted. Renters should familiarize themselves with fire extinguisher locations. Helium balloons are OK provided they are not let loose. Please tie them securely to something stationary.

ALCOHOL: Beer, wine and champagne are the only alcoholic beverages to be served at Temple Beth El. Temple policy states (as of 6-04) that alcohol cannot be "self serve," you must provide a designated person(s) to serve alcohol to guests. **Federal law requires that you DO NOT serve obviously intoxicated persons and DO NOT serve anyone under 21 years of age.** A special permit or insurance to serve to invited guests is not necessary at this time. If you are charging a fee or are advertising an event to the general public, see the Special Event Conditions of Use contract.

EQUIPMENT: TBE has media equipment available for rent: TV/VCR, projection screen, overhead projector, easels. Renters must reserve the equipment 30 days in advance. TBE has an upright piano available for rent for \$50 per event plus a tuning fee (\$125) if the piano needs to be moved. TBE does not rent amplified sound equipment.

EQUIPMENT RENTALS FROM OUTSIDE COMPANIES: TBE assumes no responsibility for any rental equipment. Rental equipment must be delivered and picked up on the day of the event, unless special arrangements have been made. TBE will not accept delivery without prior arrangements through the Facility Services Coordinator.

CUSTODIAL SERVICES: TBE custodians will set up and take down tables and chairs and will be on the premises during the event. Renter will make all arrangements for room set up and staff support during the event with the Facility Services Coordinator prior to the event date.

MUSIC POLICY: Amplified sound must end by 10:00pm on weeknights and 10:30pm on weekends. Music groups and D.J.'s must set up before the event and break down immediately following the event. Musicians must supply all of their own equipment: chairs, tables, extension cords, amplifiers, microphones, speakers, etc., and are responsible for moving their equipment on and off TBE premises. TBE is not responsible for instruments/ equipment left on the premises before or after the event.

CLASSROOMS: Small and large classrooms are available to rent in 1-hour blocks of time. Rental includes tables and chairs and custodial time.

PARKING: Use of TBE parking lot (63 spaces plus 3 handicapped) is included in the facility rental. There is limited parking on Porter Gulch Road and Soquel Drive. TBE is not responsible for tickets incurred by guests parking in "No Parking" areas. Overflow parking may be available at Cabrillo College. This can be requested through the Facility Services Coordinator but is subject to availability of Cabrillo College Lots A & B.

SMOKING: TBE is a non-smoking facility, including TBE parking lot and grounds. All renters are expected to follow this policy and inform and monitor their guests to ensure the policy is being adhered to.

FOOD POLICY: Only food consistent with Jewish law is allowed to be served at Temple Beth El (i.e., no *traif*). This includes shellfish, pork, and meat mixed with dairy. Please see the Facility Services Coordinator for a complete copy of the Food Policy.

SECURITY DEPOSIT: A security deposit of \$150 or more is required to secure the Renter's date. The remaining balance is due **no less than two weeks** prior to the event date.

GENERAL DAMAGE DEPOSIT: All events require a mandatory \$250 damage deposit to be guaranteed by check. This deposit is separate from any required kitchen deposit or security deposit. This deposit shall protect TBE against theft, property damage, additional cleaning, or vandalism. This deposit is due prior to the event and will be returned in full, or partially, pending final assessment of the event. Any broken or lost items will be deducted from this fee. \$17.00 per hour plus materials will be deducted from the damage deposit for the cost of any clean up work or damage repair required by Temple Beth El staff. Damage repair required by an outside contractor will be charged according to their labor rate and materials. Renters assume responsibility for the conduct of their guests, contracted labor and sub-contractors

KITCHEN DAMAGE DEPOSIT: Kitchen use requires an additional refundable \$500 damage deposit to be paid prior to the event. Damage deposits will be returned in full, or partially, pending final inspection by the head custodian on duty and/or the Facility Services Coordinator. See the Cleanup Check sheet for details. The Renter and/or Caterer are responsible for thoroughly cleaning the kitchen before leaving the premises. This deposit (and/or caterers' insurance) shall protect TBE against theft, breakage, property damage, additional cleaning, or vandalism. \$17.00 per hour plus materials will be deducted from the kitchen damage deposit for the cost of any clean up work or damage repair required by Temple Beth El staff. Damage repair required by an outside contractor will be charged according to their labor rate and material costs.

CANCELLATION POLICY: The Renter shall receive the full amount of the security deposit if cancelled with more than 90 days notice. If the renter gives less than 90 days cancellation notice, the renter will forfeit the security deposit. In either instance, the damage deposit will be returned.

INDEMNIFICATION: The Renter, their successors and assigns, hereby indemnifies and holds the Temple, its officers, directors, members, employees, agents, successors and assigns, free and harmless from and against any and all claims, actions, damages or expenses, including reasonable attorneys' fee and any such fees to enforce this indemnification, for which the Temple, its officers, directors, members, employees, agents, successors and assigns may become liable or incur in connection with any matter associated with Renter's use of Temple facilities for the event listed above.

I, the undersigned, hereby acknowledge that I have read, understand and agree to all of the terms and provisions of this policy and that services provided under this agreement are expressly limited to those set forth above and that the charges and terms are acceptable.

I agree to comply with all TBE policies for food, kitchen use, facility use, etc., in effect at the time of the event.

I am authorized to enter into this agreement.

In the event of litigation, to collect sums due hereunder, Temple Beth El shall recover reasonable attorneys' fees.

Renter

Date

The Facility Services Coordinator has collected the following:

- _____ Rental Fees:
- _____ Damage Deposit:
- _____ Kitchen Damage Deposit:
- Catering Paperwork:
 - _____ Signed Agreement
 - _____ 10% Fee
 - _____ Insurance Certificate
 - _____ Worker's Comp Certificate
 - _____ Health Dept. License
 - _____ Signed Clean-up Checklist
- Insurance Certificates:
 - _____ Photo/videographer(s)
 - _____ Entertainer(s)
 - _____ Decorator(s)

Temple Beth El Facility Services Coordinator

Date