

TEMPLE BETH EL JEWISH COMMUNITY CENTER
3055 PORTER GULCH ROAD, APTOS, CA 95003
831-479-3444

SPECIAL EVENT CONDITIONS OF USE

A Special Event is defined as that which the general public is invited via flyers, newspaper ads, etc. and that which fees will be charged on a per-person basis (i.e. ticket sales). The Renter agrees to comply with items which are checked as conditions of use. If all the permit conditions are not complied with, the event **MAY BE CANCELLED UNILATERALLY** by Temple Beth El at any time.

THIS CONTRACT MUST BE ACCOMPANIED BY
the **FACILITY RENTAL AGREEMENT** and the **FEE SCHEDULE**
FOR A SPECIAL EVENT TO BE CONDUCTED AT TEMPLE BETH EL

Company Name: _____ Renter Name: _____

Phone Number: _____ Fax: _____ Address: _____

Event Name: _____ Event Date: _____

A. GENERAL CONDITIONS – The Renter will:

1. Limit use to the dates and times designated on the Facility Rental Agreement contract:
2. Limit delivery vehicles to time required to deliver, set up, or remove equipment.
3. Provide the Facility Services Coordinator with **all publicized material before distribution** for approval. Publicity materials must include parking and shuttle information, public information phone number, and this statement, "This event is accessible. Please call in advance for reasonable accommodation requests." The Renter's phone number should be given as the contact.
4. Attend an organizational meeting with the Facility Services Coordinator on _____ (approximately 2 weeks prior to event). This meeting will formalize details such as diagramming the intended set up (including placement of tables, chairs, music equipment, decorations, ticket tables, first aid, activity booths, and food & beverage vendors, etc.), reviewing this document, and any other last minute arrangements.
5. Not change or modify the Temple Beth El facility or grounds without express written approval of Temple Beth El.
6. Clean up and return the building and grounds to conditions found prior to the event to the satisfaction of the Head Custodian and/or the Facility Services Coordinator. This shall include, but not be limited to, trash pick up, decoration removal, kitchen clean up, removal of all personal items, and rental equipment. This must be done prior to departing the facility on the date of the event or part or all of the damage deposit may be forfeited. **See the Kitchen Clean Up Checklist.**
7. Provide a way to contact the Renter during the event in case of emergency.
Cell Phone #: _____ Pager #: _____

8. Comply with all Federal, State, and County laws, ordinances, and codes; and have on display required licenses and/or permits necessary for the conduct of the event and/or any booths or displays that form a portion thereof. This includes health permits for food booths selling food.

B. CROWD/TRAFFIC CONTROL & SECURITY – The Renter will:

1. Provide an appropriate number of informal security (chaperones) to enforce interior barriers and roped off areas in order to discourage foot traffic from entering unauthorized areas of the facility and protect against damage, theft and/or liability.
2. Hire, at the Renter's expense, a minimum of two, uniformed security guards to patrol the parking lot and keep the building secure from outside intruders. The Facility Services Coordinator can arrange this with Intact Security for \$20/hour per guard.
3. Make arrangements with the Facility Services Coordinator to provide guests with overflow parking if the number of attendees exceeds the parking available (there are currently 63 spaces and 3 handicapped)
4. Provide adequate handicapped accessible parking spaces (i.e., signage) if the three existing spaces are insufficient.

C. ALCOHOL – If sold at a No-Host Bar (beer, wine, and champagne only), the Renter will:

1. Provide proof of a one million dollar (\$1,000,000) Liquor Liability Insurance.
See “**D. INSURANCE**” for proper wording of insurance document. Received: _____
2. Have a valid California State ABC permit on file with Temple Beth El no more than 5 days prior to the event.
Received: _____
3. Provide a designated person(s) to serve alcohol who will comply with all California State Alcohol Beverage Control laws. Especially with regards to
 - A. Refusing alcohol service to anyone who cannot produce valid identification proving they are 21 years of age or older, and
 - B. Refusing alcohol service to anyone who appears intoxicated.
4. Comply with all terms of all California State Alcohol Beverage Control laws or will risk immediate closure of the event, forfeiture of damage deposit, and denial of future events held at Temple Beth El.
5. Pay Temple Beth El 10% of all gross receipts from the sale of alcohol.

ALCOHOL – If not sold such as at a Hosted Bar the Renter will:

1. Provide a designated person(s) to serve alcohol who will comply with all California State Alcohol Beverage Control laws. Especially with regards to
 - A. Refusing alcohol service to anyone who cannot produce valid identification proving they are 21 years of age or older, and
 - B. Refusing alcohol service to anyone who appears intoxicated.
2. Comply with all terms of all California State Alcohol Beverage Control laws or will risk immediate closure of the event, forfeiture of damage deposit, and denial of future events held at Temple Beth El.

D. INSURANCE – The Renter will:

1. Assume all risks, incident to or connected with the event. Defend, and hold harmless, Temple Beth El, including without limitation, its officials, directors, members, employees, agents, and successors from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Temple Beth El may sustain or incur or which may be imposed upon it for any injury or death of persons, or damage or theft to property as a result of, arising out of, or in any manner connected with the performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the Temple. Such indemnification includes any damage to the person(s), or property(ies) of Temple Beth El and third persons.
2. Obtain and maintain minimum compliance, at his/her sole cost and expense for the full term of this agreement (and any extensions thereof), with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects Temple Beth El and any insurance or self-insurance maintained by Temple Beth El shall be in excess of Renter insurance coverage and shall not contribute to it.
3. Provide Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit, including coverage for:
 - A. Bodily injury
 - B. Personal injury
 - C. Broad form property damage
 - D. Contractual liability
 - E. Cross-liability
 - F. Theft of TBE property
4. Include in all Comprehensive or Commercial General Liability and Liquor Liability Insurance the following clause:

“Temple Beth El, its officials, directors, members, employees, agents, successors and assigns are added as an additional insured as respects to the operations and activities of, or on behalf of, the named insured performed under agreement with Temple Beth El.”
5. Include in **all required insurance policies** the following clause:

“This insurance shall not be cancelled until after thirty (30) Days prior written notice has been given to:
Temple Beth El
3055 Porter Gulch Road
Aptos, CA 95005
Attention: Dianne Brumbach”
6. Submit copies of all required insurance certificates to Temple Beth El by: _____.
7. Be informed that all persons employed by the user of the Temple Beth El facility, including custodial duties, shall be experienced and competent and in every respect, qualified to perform their duties without jeopardy or hazard to life, property or equipment. State Worker’s Compensation Insurance requirements shall be in effect.

E. FEES AND CHARGES – The Renter will:

1. Pay a security deposit of \$_____ by _____. A non-refundable security deposit equal to one-half of the total facility fee is required to secure the Renter's date. The remaining balance is due no less than two weeks prior to the event date.
2. Pay a damage deposit of \$ 500.00 by _____. All special events require a mandatory damage deposit to be guaranteed by separate check. This deposit is separate from any required kitchen deposit or security deposit. This deposit shall protect TBE against theft, property damage, 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, stolen or lost items will be deducted from this deposit. \$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.
3. Pay the remaining balance of \$ _____ by _____ (See Rental Fee Schedule).
4. Pay 10% (percent) of gross receipts of _____ no later than _____.
5. Pay a late charge of \$5.00 per day for fees received after this date.
6. Pay a Non Sufficient Fund check charge of \$20.00
7. 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 but receive any other fees paid to date. In either instance, the damage deposit will be returned.

PLEASE READ BEFORE SIGNING:

I declare, under penalty of perjury, that I am the authorized representative of the organization (activity) listed in this contract and that the information I have supplied herein is true and correct. I have received a copy of the Facility Rental Agreement, the Rental Fee Schedule, and the Temple Beth El Food Policy. I understand the rules and regulations under which I am to comply. I have carefully read, considered and agree to all such conditions.

Renter

Date

Temple Beth El Facility Services Coordinator

Date