

# TEMPLE SHEARITH ISRAEL

## RENTAL AGREEMENT

Last name of Renter: \_\_\_\_\_

First name of Renter: \_\_\_\_\_

Sponsor's name: \_\_\_\_\_

Renter's Telephone Number: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date of event: \_\_\_\_\_

Time of event\*\*: \_\_\_\_\_

\*\*Please indicate start and end time.

**TEMPLE SHEARITH ISRAEL (TSI) has its Pavilion and kitchen available for rental. All functions must be deemed appropriate to the facilities and must not interfere with normal working conditions. TSI reserves the right to deny facility usage to any renter for programs that are inconsistent with the Temple's by-laws or could be deemed detrimental to its reputation. The Temple Board has ultimate authority to make decisions regarding rental policy and to determine what is in the best interest of safety, security and the image TSI wishes to maintain in the Community.**

### **FACILITY RENTAL RATES:**

#### **Members:**

**Monday – Thursday: \$500**

**Saturday – Sunday: \$1000 (5 hour event)**

**\$500 (events lasting no longer than two hours)**

**NON-MEMBERS:**

**Non-Member events must be sponsored by a Temple member in good standing. The sponsoring Temple member must be present during the entire event.**

- All caterers are required to comply with all TSI requirements**
  - 1. Provision of a certificate of insurance which names TSI as an additional insured (see Insurance section below);**
  - 2. Provision of standard documentation that they are a certified purveyor of food, alcoholic and other beverages.)**

**- TSI 'Respectful Kitchen' Policy: “Whether or not we choose to keep kosher in our own homes, at Temple Shearith Israel we want our policies to be in keeping with the sanctity of the synagogue and reflective of our respect for Jewish traditions. With this in mind, Temple Shearith Israel will follow a "Respectful Kitchen" policy. There will be no pork, shellfish, or other "banned" foods allowed in our Temple. If an event is sponsored by the Temple, such as Shabbat across America, Passover, Break Fast, Sisterhood event, Brotherhood event, School event, etc., then there should be no mixing of meat and milk within any one course of a meal. If an event is not sponsored by the Temple, i.e. someone renting the facility, then mixing of meat and milk will be allowed.”**

- Use of the media equipment is limited to member or TSI sponsored events. The equipment may only be operated by individuals designated by the TSI board of trustees.**

**RULES AND REGULATIONS:**

- **The Sanctuary may be used for TSI approved ritual events only.**
- **Available daytime rental hours:**
  - **Monday – Thursday – Hours are flexible depending on TSI's schedule of activities/rentals.**
  - **Saturday – Sunday – 12:30pm to 5:30pm.**
- **Available evening rental hours:**
  - **Saturday – Sunday – 6:30pm to 11:30pm.**
- **Set-up of the Pavilion by caterers, photographers, videographers or entertainers will be permitted one hour prior to the start time, unless permission is received for earlier access from the temple's Administrator one week prior to the event.**
- **If renting the Pavilion, and not using the Sanctuary, there is a rental maximum of 5 hours, plus one hour for cleanup. Any exceptions must be arranged in advance and will entail an additional fee.**
- **Use does not end until all guests, caterers and help (including clean-up help) have left TSI property.**
- **Maximum occupancy:**
  - **Pavilion – 152 for table-seating/buffet affair with dance floor; 200 person maximum for auditorium style seating.**

**CHILDREN'S PARTIES:**

- Children must be supervised at all times.
- For any mixed party of adults and children where the number of children exceeds 25 children, or for any party of children only, the renter must provide for a designated children's on-site supervisor. There shall be one children's on-site supervisor for every 25 children. The name of the supervisor(s) must be supplied to the temple Administrator at least one week in advance of the event.

**MUSIC:**

- All music must end by midnight.
- Outdoor music is not permitted.
- TSI is located in a residential district. While we allow amplified music, the decibel level of amplified music must be reasonable and unable to be heard from beyond our property line with doors and windows closed. If a neighbor calls with a complaint that the music is too loud, or if TSI, by its designated agent, feels the noise level is too high, you will be required to lower the volume of the music. If the noise level continues to be higher than the on-site TSI agent deems reasonable, the police may be called and will possibly close down the party.

**CONTRACT/DEPOSITS/FINAL PAYMENT:**

1. A rental reservation consists of a signed contract and a security deposit of \$500 to hold date.
2. A contract is deemed confirmed when TSI countersigns and returns a copy to Renter. This will normally be done within 5 business days of receiving Renter's signed contract and required deposit.
3. Full payment of the rental fee is due at least 90 days prior to the event. However, if the event is booked less than 90 days in advance of the event, full payment of the rental fee is due when the signed contract and security deposit is delivered to TSI. Failure to make required payments when due can result in forfeiture of the reserved date.

4. The security deposit will be refunded provided that the satisfactory clean-up of the facilities and equipment, including that of the caterer, has been met and that no damage has occurred. The security deposit refund will be mailed within ten working days after the event provided all bills and catering fees have been paid and TSI has been left in good order. If any deductions are made, they will be itemized. Damage in excess of the security deposit, if any, will be billed separately. The amount of any deposit forfeiture will be determined solely by TSI.

### **CANCELLATION:**

- a. A confirmed Application and Rental Contract may be cancelled without penalty by the Applicant if notice of cancellation is received by TSI in writing at least 90 days prior to the event. Cancellations less than 90 days but more than 30 days of the event date will cause the security deposit to be forfeited. Cancellations within 30 days of the event will result in a forfeiture of all rental fees.
- b. A confirmed Application and Rental Contract may be cancelled by TSI at any time prior to the event for any reason. In such case, TSI will return the deposit and any additional monies paid by the Applicant toward the balance to the Applicant. In the event of cancellation by TSI, TSI is not liable for any consequential damages resulting from the cancellation.

### **FURNISHINGS PROVIDED:**

The Following is included in the Rental of the Facilities:

- a. Chairs: total of 200 banquet chairs
- b. Tables: total of 19 (60 inch round)
  - a. Dance Floor
  - b. Podium
- c. Partial use of kitchen refrigerator and freezer
- d. Use of gas stove
- e. Use of microwave oven

**Note: Dishware, pots & pans, silverware, glassware, coffeepots, paper goods, linens and miscellaneous kitchen utensils are NOT included in room rental fees.**

**TEMPLE'S RESPONSIBILITIES:**

- The rented space including Pavilion and Sanctuary, kitchen, first floor bathrooms, lobbies, hallways and grounds will be cleaned prior to each event;
- All tables and chairs required will be set up as per a schematic provided to the TSI Temple Administrator no later than 2 weeks prior to event.

**RENTER'S RESPONSIBILITIES:**

- TO PROVIDE AT LEAST 30 DAYS PRIOR TO THE EVENT A VALID COPY OF THE CERTIFICATE OF LIABILITY INSURANCE OF ANY CATERER, ENTERTAINER, PHOTOGRAPHER, TRANSPORTATION SERVICE AND OTHERS HIRED BY THE RENTER. **FAILURE TO PROVIDE PROPER CERTIFICATES OF INSURANCE WILL INVALIDATE RENTAL AGREEMENT AND ANY FEES PAID TO TSI FOR THE RENTAL WILL BE FORFEITED.**
- All deliveries and set-up arrangements must be made through the Temple Administrator.
- Removal of all plants, flowers, centerpieces and other such decorations immediately following the end of the event.
- All refuse must be placed in the dumpster outside of the building. No refuse is to be left in the building or next to the building.
- No tables, chairs or rented equipment may be removed from the building without prior approval by the Temple Administrator.
- Failure by the renter to comply with these responsibilities may result in forfeiture of all or part of the \$500 security deposit. The amount of the deposit forfeiture will be determined solely by TSI.

**GENERAL RULES AND REGULATIONS:**

- At no time may food or drinks be served or consumed in the Temple Sanctuary. Our Sanctuary is a holy place and is to be respected as one.
- Alcoholic beverages shall not be served to underage guests (as defined by Connecticut law).

- **Consumption of alcoholic beverages must be limited to the interior of the building and the porches. Consumption of alcoholic beverages in cars, driveways, on lawns and in the parking lots is a violation of the Town of Ridgefield Ordinance 7-13 and cannot be permitted.**
- **All property belonging to the Renter must be removed from the building and TSI property following the event unless special permission has been obtained from the temple Administrator.**
- **At the conclusion of the event, kitchen equipment/counters must be wiped down and left clean.**
- **SMOKING IS PROHIBITED THROUGHOUT THE ENTIRE TEMPLE BUILDING.**
- **No party decorations may be affixed to the walls or ceilings using any means.**
- **No glitter or confetti may be used for decorations or entertainment.**
- **Any decorations that are used must be placed in such a manner as to avoid the use of scotch tape, staples, nails and similar items which could mar any surface in the temple. Decorations may not be hung from wall brackets or light fixtures.**
- **For safety reasons, please do not sit on the porch railings.**
- **Cooking is not permitted outdoors either on the porch or the grounds.**
- **Tents are not permitted.**
- **Pets are not allowed in the buildings or on the grounds with the exception of guide dogs.**
- **The upstairs of the building is not available for use by any Renter or guest of any Renter.**
- **No furniture or fixtures located in the hallways, lobbies or other first floor rooms are to be moved by renters.**
- **The electronics closet located off the Sanctuary is not to be entered for any purpose.**

**INSURANCE:**

- Any caterer, entertainer, photographer, or transportation service who works an event at TSI must maintain Comprehensive Public Liability Insurance coverage of at least \$1 million, issued by an insurance company licensed to do business in the State of Connecticut.
- A Certificate of Insurance naming TSI as an additional insured must be provided to the temple Administrator by each vendor no later than 5 days prior to a scheduled event.
- Caterers must also provide proof of Host Liquor Liability insurance which must be maintained by any caterer who caters an event at TSI and a Certificate of this insurance coverage must also be provided to the temple Administrator no later than 5 days prior to a scheduled event where liquor will be served.

**ENTIRE AGREEMENT:**

Once confirmed, this Application and Rental Contract contains the entire agreement by and between TSI and the Applicant concerning this transaction, and supersedes any and all previous agreements, written or oral, between said parties and concerning this transaction. Any modification of this Application and Rental Contract must be in writing and signed by all parties hereto.

**WAIVER AND RELEASE:**

The Applicant hereby waives and releases TSI from any damages, claims or liabilities of any kind or nature resulting from the use of the Facilities or otherwise in connection with this Application and Rental Contract.

**INDEMNIFICATION:**

The Applicant agrees to indemnify and hold harmless TSI from any suits, damages, claims or liabilities of any kind or nature incurred as a result of the rental by the Applicant, any guest or employee of the Applicant, or any other person using the Facilities or attending the event contemplated under this Application and Rental Contract, including all costs of defense including reasonable attorney's fees.

**ATTORNEY'S FEES:**

If any legal action or other proceedings is brought by TSI for the enforcement of this Application and Rental Contract, TSI shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or other proceeding, in addition to any other relief for which it or they may be entitled. This Agreement shall be governed by, interpreted under, and construed and enforced exclusively in accordance with the provisions hereof and the laws of the State of Connecticut.

I understand and agree to be bound by all of the terms stated above.

\_\_\_\_\_  
**Signature of Renter**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Sponsor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Temple Signature**

\_\_\_\_\_  
**Date**

For Temple use only

Date deposit received: \_\_\_\_\_

Check number: \_\_\_\_\_

Countersigned & returned to Renter: \_\_\_\_\_

Amount received: \_\_\_\_\_