

TBT Facility Usage Agreement

This agreement, entered into this _____ day of _____ in the year 20____ between _____, (hereinafter referred to as the “User”) and Temple Beth Torah, (hereinafter referred to as the “Temple”), for the rental of space located in the premises at 330 North Highland Avenue, Route 9W North, Upper Nyack, NY, (hereinafter referred to as the “Facility”).

Agreement Statement - The Rental Fee Agreement and the Facility Usage Agreement are issued in accordance with the policies of Temple Beth Torah. Issuance of these documents does not constitute a confirmed reservation. Use of the Facility cannot be confirmed until both the Rental Fee Agreement and the Facility Usage Agreement have been signed and approved by the Temple and the required deposit or balance has been paid. The terms of these Agreements may not be transferred, assigned or sublet.

Agreement Modifications - This agreement contains all the terms of the rental and merges all prior discussions. There are no applicable oral terms or agreements that apply and no modifications to this agreement may be made except by a written addendum signed by both the User and the Temple.

Responsible Party/Event Coordination Deadline - The person who completes and signs the Rental Fee Agreement and Facility Usage Agreement for the User shall be the responsible party. This person shall be responsible for coordination of all event details with the Temple and agrees to complete this coordination no later than ten (10) business days prior to the event date by, among other things, submitting the attached signed Event Set-up Form for the Administrator’s review and signature. This person must be the host and in attendance throughout the contracted event. This representative shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this agreement, are met.

Estimated Fees - Estimated Fees are based on specific facilities requested in conjunction with information provided by the User for required access and event times, number of event participants, type of activity, required personnel, as outlined in the Rental Fee Agreement. Any changes or other special features must be in writing by the User at least ten (10) business days in advance of the event and requires the written approval of the Temple. The Temple reserves the right to decline any such requests or make the approval contingent upon additional fees.

Rental Deposit - The signed Rental Fee Agreement, the Facility Usage Agreement and a security deposit are due in order to guarantee your reservation. Facilities will not be held beyond three (3) business days without receipt of this

deposit. **Deposit Cancellation Policy:** *Should you cancel your reservation more than one hundred twenty (120) days prior to your event you will receive a full refund; sixty to one hundred twenty (60-120) days prior to your event you will receive a 50% refund; sixty (60) days or less prior to your event will forfeit the entire deposit amount. Notice of cancellation must be in writing by the User.*

Security Deposit – Cash or check may be used to make the security deposit. This security deposit is not part of the rental fees. If you are booking your event 10 days or less prior to the event, you will be required to submit your deposit in cash. The security deposit will be refunded on or about four (4) weeks after the event, less any deductions the Temple determines is appropriate to make for any breaches of the event contract and/or non-compliance with Temple policies, and/or after deducting the cost that the Temple determines is appropriate to repair or replace anything damaged during the event, without regard to who caused the damage or who was negligent. The Temple's determination in this regard will be final and not subject to dispute. The Security Deposit is not a limitation on your liability in the event of damages in excess of the amount on deposit, and you will remain liable for any damages above that amount. Please make all security deposit checks payable to Temple Beth Torah. A copy of a valid driver's license or other photo ID is required with your payment.

Payment – Most charges will be for a minimum two-hour period. Final payment is due ten (10) business days prior to the event. Payments less than ten (10) days must be made in cash, money order or bank check. If the reservation is made fewer than fifteen days from the event date, the User must provide a check to cover the full amount of the rental. The Temple reserves the right to cancel events for which full payment has not been received in full within ten (10) days of the event. Any returned checks for payment of your event will be subject to a \$30 returned check fee and the Temple reserves the right to cancel any such event upon a check returned unpaid. All monies paid after this must be in cash only.

Termination/Cancellation - Permission to use the Facility is granted subject to observance of Temple regulations. The Temple may revoke this agreement immediately upon failure to timely comply with pre-event requirements and deadlines, for any violation or intended violation of use conditions or regulations, including but not limited to the Temple Dietary/Kashrut Policy, a copy of which has been provided along with this contract, or at any time for misrepresentation. The Temple may terminate any part of this agreement without notice in the event of an emergency situation, or unexpected Temple need which, in the sole opinion of the Temple, would make performance unfeasible.

Liability - The User agrees to indemnify, protect, defend and hold harmless the Temple, the Facility, its Board of Trustees, officers, employees, agents, and members from and against any and all claims, demands, losses, costs, damages, injuries, or liability of any nature or character arising out of or related

to this agreement or the use of the Temple's premises, except to the extent any damage is due to the Temple's own gross negligence. The User agrees to abide and enforce the rules, regulations and policies governing the Facility as set forth by the Temple. User accepts all responsibility for any damages to premises, equipment or grounds resulting from use of the Facility and personal injuries occurring during its use.

Insurance - The User is required to furnish a certificate of insurance for at least five hundred thousand dollars (\$500,000.00) naming the Temple and various entities as additionally insured. Required certificates must be received by the Temple fifteen (15) days prior to the event date. If User is hiring a catering company and/or business who is coming to set up, decorate, etc, then the parties hired by the User must to submit their certificate of liability insurance to the Temple as well. **Failure to produce a certificate of insurance shall result in cancellation of the event.**

Facilities - Users of the Facility shall observe all applicable Temple policies, as well as all local, state and federal laws, statutes, and ordinances. The User shall only have the use of the facilities contracted for, and only for the purposes stated on the Event Contract. User shall not make any alterations to the Facility, building systems, or equipment. User shall follow all reasonable directives from Temple. At the end of the event, the Facility should be left broom clean and in the same condition as it was before the event. Failure to comply will forfeit your security deposit and may leave the User liable for any additional damages and clean up costs if they exceed the amount on deposit. When using the Sanctuary, there is to be no food or beverage allowed inside. All decorations, props, etc. must be approved by Temple before use.

Cleaning Deposits and Waste Removal - Cleanup of special effect items; e.g., glitter, confetti, balloon drops, etc., will be charged at the prevailing rate for materials and hourly labor as determined by the Temple. **No balloons can be left in the building overnight, no exceptions.** The User is responsible for the removal of bulk trash left by the event. Bulk trash is defined as boxes, crates, lumber, pallets, packing materials and other items not easily removed by a standard push broom or vacuum. Any costs incurred by the Temple for trash not removed by the User will be charged at the prevailing rate. Some events may require additional refundable cleaning deposits. These deposits are due with payment of the final rental fee, and are refundable after the event only if the Temple in its sole determination decides that no additional cleaning measures were required.

Abandoned Property - Any property not removed from the Facility that has not been claimed within forty-eight (48) hours following the term of the Facility Usage Agreement will be considered abandoned by the User, its vendors or its exhibitors. The Temple may take possession of it and treat it as its own or dispose of such property without liability. If applicable, the User shall be liable for the costs incurred in disposing of the abandoned property. A storage fee

may be charged by the Temple for any property left at the facility after the event, unless prior permission was given by the Temple.

User's Property - The User assumes full responsibility to safeguard all materials, goods or property owned or used by the User or any of its exhibitors or guests. User hereby waives any claims against the Temple, its officers, employees and members for any such damage to, or loss of, property.

Damage to Premise and Damage Deposits - The User is responsible for the condition of the Facility during the term of the Agreement. The User is granted the right to inspect the Facility prior to the term, and also no later than twenty-four (24) hours after the event. The Temple shall also inspect the Facility to determine if any damage was sustained as a result of the User's occupancy and the Temple's determination shall be binding. Repairs for damages will be charged to the User at the prevailing rate determined by the Temple.

Decorations, Signs, and Decals - The Temple must approve the location of special decorations, banners or signs. Facility signage may not be covered or otherwise obstructed. Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, doors, windows, painted surfaces or columns. Adhesive-backed (stick-on) decals or similar items (except nametags) are not permitted in the Facility. Any costs incurred by the Temple for the removal of these items will be charged to the User. All decorations must be removed by the User immediately following the event.

Flames/Fire - Open flames and the burning of any materials, including incense, is prohibited. Use of candles must receive advance approval from the Temple and meet fire code regulations.

Fire Regulations - Users, exhibitors and their guests must comply with all Federal, State and local fire and building codes that apply to places of public assembly. All decoration materials must be made of flame retardant materials. Fire fighting and emergency equipment must not be hidden or obstructed. All emergency exits, hallways and aisles leading from the Facility must be kept clear and unobstructed.

Capacities - The Temple will not permit the Facility to be occupied at greater than the listed capacities. Each social hall can hold no more than one hundred twenty (120) people, or no more than two hundred fifty (250) people combined with the divider wall open. Failure to comply with this regulation will immediately result in the forfeit of security deposit, the cancellation of the event and liability for any damages the Temple suffers as a result.

Hazardous Chemicals and Materials - The User shall not bring upon the Facility any exhibit, equipment or vehicle or other things that would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems or furnishings. No equipment, exhibit, vehicle or other thing

shall be brought onto the premises without first seeking the Temple's approval, in writing, and the Temple's decision will be binding.

Proper Decorum – A reasonable standard of behavior and proper decorum shall be maintained and enforced by all persons and organizations using the Facility while in or near the building or its adjacent areas, including the parking lot.

Security/Police - The Temple shall solely determine and control security arrangements including, but not limited to, type and number of security personnel, and placement and use of security personnel. The Temple reserves the right to require security or police at events when alcoholic beverages are served, or if the event constitutes obstruction of traffic on public roads or sidewalks. Concerts, dances or events determined to be dances, by the Temple, shall require security personnel. The User shall pay the cost of such services in advance of the event. Only licensed, law enforcement officers may carry firearms in the Facility.

Emergency Medical Service - The Temple reserves the right to require Emergency Medical Services, if deemed necessary, based on the type of event. The Temple will determine the type of service required and hours of operation. The User shall pay the cost for such services in advance of the event.

Access and Event Times - Facility access and use must be within the allotted contracted time. Contracted times must include event preparation, decorating, and/or rehearsal time, as well as time after the event to remove decorations, User equipment and other items. Events that have not ended by closing time of the Facility will be assessed the Extended Hour Facility Charge. The Temple shall have the right to access and enter the Facility for any reasonable purpose during the contracted time. All events must end at 9:30pm on weekdays and Sundays, and at 11:00pm on Saturdays. You may choose to rent the space for an additional hour (9:30pm - 10:30pm on weekdays and Sundays, and 11:00pm - 12:00pm on Saturdays) at a rate of \$100.00 per hour for the multi-purpose room, \$150.00 per hour for one (1) social hall and \$200.00 per hour for two (2) social halls **in addition to the regular hourly rental fee**. Any additional time spent beyond the additional hour will be charged at three (3) times the extended hourly rate. The Extended Hour policy does not include the additional lobby use. The lobby will be broken down at the regular time.

Equipment - All Temple equipment (e.g., tables, chairs, audio-visual, etc.) will be set-up by the Temple staff and in place prior to User access. A/V technicians may be required to operate equipment, or to supervise others operating the equipment. Charges for technicians are borne by the User. The User will be responsible for all Temple owned or provided equipment, as well as the equipment and materials owned by its tenants, and will be held liable for the equipment if lost, stolen, damaged or misplaced.

Inventory - User will be charged the prevailing rate for all furniture and equipment that the Temple must secure through an outside source if the Temple's inventory will not meet the User's request, plus a 15% surcharge for the Temple's time in this regard.

Special Equipment - Users intending to bring in any equipment that requires access to Facility water, high voltage electrical, satellite signals or such systems; must receive advance, written authorization from the Temple. The Temple assumes no responsibility for equipment used at events, supplied by the User or another party. The Temple must approve all equipment and equipment providers in writing ten (10) business days in advance of the Event..

Post Agreement Requests - The Temple will attempt to comply with post-agreement requests, but cannot guarantee same. Should the User request any additional facilities, equipment, or services, the User will pay the Temple for same at the rate determined by the Temple in its sole discretion and additional administrative fees may be applied.

Room Changeovers - Contracted facilities shall be arranged one (1) time for the event. Changes to the original set at the time of or during the event will be charged at the prevailing rate as determined by the Temple. This includes, but is not limited to, the addition or removal of inventory (e.g., tables, chairs, etc.). Equipment (e.g., tables, chairs, etc.) is provided within the limits of the Temple inventory. If inventory limits are exceeded, cost of the rental equipment will be charged to the User as per the Special Equipment section above.

Publicity - The Temple must approve ten (10) business days in advance and in writing all forms of advertising or publicity for any activity held in its facilities. User shall not advertise any activity until contracts between all parties have been fully executed. No program, literature, or any publicity used to promote the event shall identify the Temple, or the Facility as a sponsor for the event. Written consent may be obtained through the Temple for Trademarks and Licensing.

Reassignment of Facilities - Should a facility become unavailable due to an emergency or an unexpected Temple need, the Temple reserves the right to reassign User to another facility or another date.

Food and Beverage Service - Food and beverage service must follow the Temple's Kashrut policy for which guidelines are attached and are included as part of this contract. User must submit a signed Temple Kashrut policy along with this agreement and the signed Rental Fee Agreement. All menus must be submitted to the Temple office at least ten (10) business days prior to the event for approval.

Kitchen – The kitchen will be left in a clean and undamaged condition. No equipment, utensils, platters or any other property may be used or removed from the kitchen under any circumstances. All food must be removed from the

kitchen along with any refrigerators brought in by the User. The User will be responsible for the kitchen equipment and will be held liable for the equipment if lost, stolen, damaged or misplaced. The kitchen must be restored to its original condition prior to the event. No food preparation, cooking or baking is allowed in the Temple kitchen. Warming food trays in the oven is allowed only if you select this option on the set up form provided to the Temple.

Deliveries – Deliveries to and/or removals from the kitchen shall be made by appointment with the Temple Administrator. No deliveries will be accepted after 1:00 PM on Friday, Erev (the night before) High Holy Days or other Religious Festivals. In applicable cases, the signatory of this Facility Usage Agreement is deemed to have proper authority to sign on behalf of said organization. The Temple or Facility employees or representatives who sign for receipt of delivery and/or removals attest only to the fact that the delivery has been made and/or picked up. Neither they nor the Temple may be held liable, should any question or dispute arise between the supplier or vendor and the contracting party with respect to any delivery accepted by the Temple.

Alcohol Service - If the user or their caterer will be serving any alcoholic beverages - beer, wine or liquor - for their event at the Facility, the Temple requires that a Special Event Permit be obtained from the State of New York in accordance with New York State law. This permit must be on display in a prominent place during such said event and a copy must be provided to the Temple ten (10) business days before the Event.

Animals - Animals are prohibited in the Facility, except service animals for the physically challenged.

Vehicle Parking/Unloading - Facility Users and guests must abide by the Temple parking/traffic requirements, including but not limited to passenger and equipment loading/unloading regulations, and observance of authorized parking locations. Access to the loading area must be coordinated with the Temple, ten (10) business days prior to your event. Parking in the loading area is prohibited and violators will be ticketed and/or towed at the owner's expense.

Smoking - No smoking is permitted in the building, parking lot or anywhere on Temple grounds.

Weapons/Firearms - All weapons and firearms are strictly prohibited on the Facility's premises.

Safety Railing - All performance stages and risers must be positioned with the rear of the stage or riser flush to the wall. Stages that are not placed against a wall must be equipped with a safety railing.

Conduct - The User and guests shall not interfere with the regular use of the Facility by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited. The Temple may remove any person during the event,

who the Temple believes is disrupting or obstructing the proper operation and management of the Facility. No one is authorized to enter parts of the Temple that are not contracted by the User. Children must remain supervised at all times.

Special Requirements - Special requirements, such as drayage (receiving, shipment or storage) services; access for news/media; or other such requirements must be authorized in writing and coordinated ten (10) business days in advance with the Temple Administrator. Charges for such services will apply and must be paid in advance of the Event.

Permits and Taxes - The User is responsible for obtaining permits or licenses required by law. The User is responsible for the payment of all taxes, fees and charges required by any legal authority associated with use of the Facility.

Residual Matters - The Temple reserves the right to alter and/or amend this Facility Use Agreement. The Temple or its designate shall solely determine any incidental matters not expressly covered by the Facility Use Agreement.

Responsible Party

Date

Temple Beth Torah

Date