

CONGREGATION SHIR SHALOM

of Westchester and Fairfield Counties

APPLICATION AND RENTAL AGREEMENT FOR NON-MEMBERS

Last name of Renter: _____

First name of Renter: _____

Renter's Telephone Number: _____

Renter's E-mail address: _____

Type of Event: _____

Date of Event: _____

Start and End Time of Event: _____

Approximate number of guests: _____

CONGREGATION SHIR SHALOM of Westchester and Fairfield Counties ("Shir Shalom" or "Temple") has its Pavilion, Pavilion meeting rooms (i.e. divided areas of the Pavilion), and Library available for rent to any member in good standing (the "Renter") based on availability and subject to all requirements in this Agreement. All functions must be appropriate to the facilities, must not interfere with normal operations of the Temple, and must be consistent with the By-Laws of the Temple and the image that the Temple wishes to maintain within the community, all as determined in the sole discretion of the Temple. A fully executed Application and Rental Agreement, along with appropriate deposit and payments, secures the event space for the Renter, subject to all requirements.

NON-Member Facility Rental Fee

- Full Pavilion (with or without Library), five (5) hour event with an additional one (1) hour clean-up - \$1,500; each additional hour or portion thereof will be charged at a rate of \$300 per hour.
- Full Pavilion (with or without Library), two (2) hour event - \$750
- Library or each Pavilion Meeting room¹ - \$60 per hour or partial hour

¹ The Library and individual Pavilion rooms are typically only available for rent Sunday through Thursday. Friday and Saturday rentals can only be scheduled within three (3) months of the event date.

Pavilion rental rates are **in addition to a security deposit** that will be refunded, subject to the provisions of this Agreement.

Insurance and Certification Requirements

- Any caterer, entertainer, photographer, transportation service, or other hired service provider who works an event (individually, an “Agent” or collectively, “Agents”) must maintain Comprehensive Liability Insurance coverage of at least \$1,000,000 (one million dollars), issued by an insurance company licensed to do business in the State of Connecticut.
- A Certificate of Insurance naming the Temple as an additional insured must be provided to the Temple by each service provider/vendor no later than fourteen (14) days prior to a scheduled event.
- If alcoholic beverages will be served, the Caterer(s) must also provide a certificate of Host Liquor Liability Insurance to the Temple no later than fourteen (14) days prior to a scheduled event.

The Temple’s “Respectful Kitchen” Policy

Whether or not we choose to keep kosher in our own homes, at Congregation Shir Shalom 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, Congregation Shir Shalom observes a "Respectful Kitchen" policy.

- These frequently served foods are generally acceptable: salmon, tuna, whitefish, mahi-mahi, chicken, lamb, beef, and turkey.
- Foods from animals that cannot be kosher may NOT be brought into the building, served, or prepared in our kitchen. This prohibition includes (but is not limited to): shellfish (crab, shrimp, lobster, mussels, clams, scallops, and others), other non-kosher fish (shark, catfish, and others), pork products (including ham, sausage, pepperoni, lard, bacon), and other forbidden animals (including rabbit, ostrich, frog legs, escargot, non-kosher animal shortening, and others).
- If you are considering serving food that involves animal products not on this list, please consult with the rabbi(s) before finalizing your menu.
- Bread or other leavened products may not be served during Passover.

Requirements

- The Sanctuary is not included in this rental agreement and may not be used by Renter or Renter’s guests. A separate arrangement may be established for use of the Sanctuary with a member of the Temple Clergy; any Sanctuary rental and clergy fees will be incremental to fees for use of the Pavilion.
- Set-up of the Pavilion by the Renter or their Agents must be coordinated with the Rental Coordinator to avoid disrupting other activities on the premises including religious services. A three (3) hour set-up time period is assumed for each five (5) hour rental and a one (1) hour set-up time is assumed for each two (2) hour rental; if additional time is required for set-

up, the Renter will be charged for each additional hour or portion thereof. All arrangements shall be coordinated with the Rental Coordinator no later than fourteen (14) days prior to the event. Set-up should be avoided during any religious service.

- Use of the facility does not end until all guests and Agents have left the Temple's premises.
- Use of the Temple's media equipment (projector, CD/DVR player, sound system with microphone) is limited to five (5) hour pavilion rentals. The equipment may only be operated by individuals designated by Temple.
- Maximum occupancy of the Pavilion is 171 (9 people per table) for table-seating/buffet affair with dance floor or 200 person maximum for auditorium style seating. Additional seating can be accommodated in the Library, if desired.
- Children's Parties:
 - Children (anyone age seventeen (17) or younger) must be supervised by Renter or their Agent at all times.
 - For any party with both adults and children where the number of children exceeds twenty-five (25), or for any party of children only, the Renter must provide for designated children's on-site adult supervisor (minimum age of eighteen (18)). There shall be one children's on-site supervisor for every twenty-five (25) children. The name of the supervisor(s) must be supplied to the Rental Coordinator at least one week in advance of the event. Any costs associated with children's supervisor(s) are the direct responsibility of the Renter.
- Music:
 - The Temple is located in a residential district. Music may be amplified however the decibel level of the music must be reasonable and unable to be heard from beyond the Temple's property line.
 - All doors and windows in the Pavilion and Library must remain closed when any music is being played.
 - The Temple's Rental Coordinator shall have sole discretion in determining the acceptable volume of any music and the Renter and Agents are required to comply.
 - All music must end by midnight.
 - Outdoor music is not permitted.

Contract, Deposit, and Final Payment

1. A rental reservation consists of a signed Application and Rental Agreement (the "Agreement") and a security deposit of \$750.
2. The Agreement shall not be operative until it is signed by both the Temple and the Renter. The Temple will normally sign the Agreement and provide a signed copy to the Renter within five (5) business days following receipt of Renter's signed Agreement and required deposit.
3. Full payment of the rental fee is due ninety (90) days prior to the event. However, if the event is booked less than ninety (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 the Temple. Failure

to make required payments when due may result in forfeiture of the reserved date, the security deposit, and/or rental fees.

4. The security deposit will be refunded provided satisfactory clean-up of the facilities and equipment by the Renter and their Agents (e.g., the caterer and other service providers), and provided that no damage has occurred, both as determined in the sole discretion of the Temple. The security deposit refund will normally be mailed within ten (10) working days after the event provided the conditions of this paragraph are met. If any deductions are made, they will be itemized. Renter shall be billed for costs of cleaning or for damages that exceed the security deposit and payment shall be made by Renter within fourteen (14) calendar days following mailing of the invoice.

Cancellation

A confirmed Application and Rental Agreement may be cancelled without penalty by the Renter if notice of cancellation is received IN WRITING by the Temple at least five (5) months prior to the event. In such case, the Renter's security deposit will be returned. If notice of cancellation is received by the Temple less than five (5) months but more than ninety (90) days prior to the event date, the security deposit shall be forfeited. Cancellation of an event, within ninety (90) days of the event date, does not remove the obligation of the Renter to pay all rental fees.

Furnishings Provided

The following items are available for use when renting the Facilities:

- a. Chairs: total of two hundred (200) banquet chairs
- b. Tables: nineteen (19) round (60 inch diameter), six (6) rectangular (8 foot length) and twenty-one (21) rectangular (6 foot length)
- c. Dance Floor
- d. Podium
- e. Partial use of kitchen refrigerator and freezer
- f. Use of gas stove
- g. Use of microwave oven
- h. Use of industrial dishwasher

All labor required for set up the tables and chairs is the responsibility of the Renter. The agreed upon number of chairs and tables will be available on the dance floor, near the storage closet, at the agreed upon set-up time and are to be returned in the same condition to the same location at the end of the event.

Dishware, pots & pans, china, silverware, glassware, coffee pots, paper goods, linens and kitchen utensils are NOT included in room rental fees.

China and silverware service for up to 150 can be provided at an additional cost of \$300. The Rental Coordinator shall be notified of intent to use the Temple's china and/or silverware at least fourteen (14) days prior to the event in order to make necessary arrangements.

Temple's Responsibilities

- The rented space (i.e., the Pavilion (or sections thereof), the Library and kitchen) and first floor bathrooms, lobbies and hallways will be cleaned prior to each event;
- Tables and chairs provided by the Temple to the Renter and/or their Agents will be placed on the dance floor near the storage closet at the agreed upon start of the set up period.
- The Temple will have the driveway and parking lot plowed and the entranceway shoveled in the case of snow.
- Temple will provide an on-site contact person during the event.

Renter's Responsibilities

- Preview list of intended caterer, entertainers, musicians, and other Agents with Rental Coordinator to ensure all are acceptable for use at the Temple.
- Ensure Agents are aware of and comply with all Temple rental requirements.
- Ensure each Agent submits a valid copy of its Certificate of Liability Insurance to the Temple at least fourteen (14) days prior to the event. The Renter's right to use the premises shall be terminated immediately and all rental fees will be forfeited for non-compliance with this provision.
- Provide a schematic detailing planned table and chair arrangements and an outline of the schedule for the event to the Rental Coordinator at least fourteen (14) days prior to the event.
- All deliveries and set-up arrangements are to be established with the Rental Coordinator.
- All property belonging to the Renter or Agents including plants, flowers, centerpieces, and decorations, must be removed from the premises immediately following the event unless alternate pick-up date and time arrangements have been pre-arranged with the Rental Coordinator. If an alternate arrangement is approved, the pick-up will be required on the next business day.
- Check-in with Rental Coordinator upon arrival on premises for event set-up.
- Comply with site access times as established with the Rental Coordinator.
- Set up the tables and chairs that have been provided by the Temple. After completion of the event, return the tables and chairs in the same condition to the same location. All labor

costs associated with set up and take down of chairs and tables are the responsibility of the Renter.

- Clean-Up/End of Rental Requirements
 1. Sweep and mop kitchen floor.
 2. Wipe up any spills in any rented area (Kitchen, Pavilion, Library, etc).
 3. Clean countertops and sinks in kitchen.
 4. Clean stainless steel table in kitchen.
 5. Wipe down refrigerator doors in kitchen and interior (as needed).
 6. If china and silverware has been rented, they are to be cleared of food and stacked neatly in the kitchen.
 7. Take all refuse from all rented areas out to the dumpster outside of the building. No refuse is to be left in the building or next to the building.
 8. Stage all rentals for pick-up against the wall near stove in the kitchen, or in designated location as agreed to by Rental Coordinator. No rentals are to be left outside the building.
 9. Take down/stack tables and chairs provided by the Temple on the dance floor near the storage closet door.
 10. Check-in with Rental Coordinator before leaving premises to confirm all requirements have been fulfilled and whether any damage or additional cleaning costs may be assessed.
- No tables, chairs or other equipment belonging to the Temple may be removed from the building.
- Failure of the Renter to comply with these responsibilities may result in forfeiture of the security deposit and/or additional charges for damages or incremental labor requirements.

Additional Requirements

- At no time may food or drinks be served or consumed in the Sanctuary. The Sanctuary is a holy place and is to be respected as such.
- 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.
- SMOKING IS PROHIBITED THROUGHOUT THE ENTIRE TEMPLE BUILDING AND IS PERMITTED ONLY IN THE DESIGNATED AREA OUTSIDE THE KITCHEN EXTERIOR DOOR.
- Use of glitter or confetti are discouraged and should be minimized due to potential difficulty with clean-up. Any balloons that are used must be tethered with sufficient length of ribbon or string to allow easy removal at the end of the event. If additional cleaning time is required to remove these items, the Renter will be responsible for the additional cost.
- Any decorations that are used must be lightweight and 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

building. Decorations may not be hung from wall brackets or light fixtures. The Renter will be responsible for repair costs for any resulting damage.

- No flame candles may be used except for a candle lighting ceremony.
- No chocolate fountains may be used for any events.
- For safety reasons, guests should 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 and service dogs.
- The upstairs of the building is off limits to any Renter, its Agents or guests, unless specifically agreed to in advance of the event, in writing, by the Rental Coordinator.
- No furniture or fixtures located in the hallways, lobbies or other rooms are to be moved by Renters or its Agents.
- The electronics closet located off the Sanctuary is not to be entered for any purpose.

Entire Agreement

Once executed by Temple and Renter, this Application and Rental Agreement shall constitute the entire agreement by and between the Temple and the Renter 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 Agreement must be in writing and signed by all parties hereto.

Waiver and Release

The Renter hereby knowingly and voluntarily releases and forever discharges the Temple, its insurers, successors and assignees and their current and former employees, officers, directors and agents, both individually and in their business capacities from any and all claims or liabilities of any kind or nature resulting from the above referenced Event, use of the premises or otherwise arising from entering into or in connection with this Application and Rental Agreement.

Indemnification

The Renter agrees to indemnify and hold harmless, the Temple, its insurers, successors and assignees and their current and former employees, officers, directors and agents, both individually and in their business capacities from any claims or liabilities of any kind or nature resulting from the above referenced Event, use of the premises or otherwise arising from

entering into or in connection with this Application and Rental Agreement including all costs of defense including attorney's fees.

Attorney's Fees

If any legal action or other proceedings is brought by the Temple for the enforcement of this Application and Rental Agreement, the Temple shall be entitled to recover attorney's fees and other costs incurred in such action or other proceeding, in addition to any other relief to which it 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

Authorized Signature - Temple

Date

For Temple use only

Date deposit received: _____ Check number: _____ Amount: _____

Date countersigned: _____ Date returned to Renter: _____

Date rental fee received: _____ Check number: _____ Amount: _____

Date deposit refunded: _____ Check number: _____ Amount: _____