



Congregation Or Hadash

Facilities Rental Agreement

Renter Information:

Name: _____ Cell Phone: _____

Email: _____ Home Phone: _____

Address: _____

State: _____ Zip: _____

Name of Event and Description:

Start Time: _____ End Time: _____

Event Date: _____

Setup will commence at: _____ Cleanup will conclude by: _____

Number of Guests:	Adults	Children/Teens Age 10 - 18	Children Under Age 10	Total Guests
Estimated Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maximum Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

In accordance with the requirements listed in Exhibit A (the **Synagogue House Rules** and the **Kashrut/Kitchen Rules**) and as consideration of this scheduled rental, the Renter shall pay to Congregation Or Hadash:

<u>Usage Fees</u>	Sanctuary	<input type="text"/>	Outdoor Courtyard	<input type="text"/>
	Social Hall	<input type="text"/>	Security Officers	<input type="text"/>
	Kitchen	<input type="text"/>	Total of Usage Fees/Security Officers	<input type="text"/>
	Conference Room	<input type="text"/>	Damage Deposit (Damage Deposit refunded based on Terms of Agreement below)	<input type="text"/>
	Classroom(s)	<input type="text"/>	Total Amount Due	<input type="text"/>

Amount Remitted with Contract (50% of Total) Balance Due in full 30 days prior to scheduled event.

Terms of Agreement

This facilities rental agreement ("Agreement") is made and entered into this _____ day of _____, by and between _____ ("Renter"), whose address is _____, and Congregation Or Hadash, Inc. ("COH"), a non-profit corporation organized and existing under the laws of the State of Georgia and having its principal place of business at 7460 Trowbridge Road, Sandy Springs, GA 30328. COH agrees to permit Renter to use the COH facilities ("Facilities") for the event described above ("Event") in accordance with the terms set forth herein:

Terms of Payment - All fees will be paid in accordance with the following schedule:

- a) A deposit of 50% of the Total Amount Due shall be due and payable at the time of the execution of this Agreement; and
- b) The remaining 50% shall be due and payable thirty calendar days prior to the date of the Event.

No Facilities will be considered reserved until such time as the Renter and COH have executed this Agreement and the applicable deposit has been remitted. If the fees described herein are not timely made, COH shall have no obligation to hold the Facilities hereby reserved by the Renter and COH may cancel the reservation. If the Renter is a COH member, the Renter must be current in all dues, building fund contributions, religious school tuition and other fees in order to reserve Facilities for the Event described above. COH reserves the right to cancel any reservation if after entering into this Agreement, such Renter becomes delinquent in any of his/her dues, building fund contributions, school tuition or other fees.

Refund Policy - In the event that the Event is cancelled, COH will refund any monies advanced (usage fees, security officer fees and damage deposit) as outlined below:

- a) If cancellation is at least ninety days prior to Event, 100% of the monies paid will be refunded.
- b) If cancellation is less than ninety days, but more than thirty days prior to Event, 75% of the monies paid will be refunded.
- c) If cancellation is less than or equal to thirty days prior to Event, 50% of the monies paid will be refunded.

The damage deposit will be returned approximately two weeks after Event so long as COH determines that no damages have occurred.

Following Synagogue House Rules and Kashrut/Kitchen Rules - Renter hereby agrees to abide by and comply with the Synagogue House Rules and Kashrut/Kitchen Rules of COH. A copy of these rules are attached as **Exhibit A** and are made a part hereof.

Event Vendors Compliance - The Renter agrees to make each party engaged by the Renter relative to the Event ("Event Vendor") aware of the Synagogue House Rules and Kashrut/Kitchen Rules, and understands that all Event Vendors must abide by and comply with the Synagogue House Rules and Kashrut/Kitchen Rules. Sixty days prior to the Event (or at the execution of this Agreement if less than 60 days prior to the Event), Renter must provide a list of all known Event Vendors to the COH office. At least forty-five days prior to Event (or at the execution of this Agreement if less than 60 days prior to the Event), Event Vendors must present to the Executive Director:

- a) Certificate of Insurance indicating current coverage extending through the date of the event for the following:
 - Workers Compensation in accordance with the State of Georgia,
 - Commercial General Liability with limits in an amount not less than \$500,000 per occurrence,
 - Liquor Liability (if alcoholic beverages are to be served at Event) with limits in an amount not less than \$1,000,000 per occurrence, and
 - Listing of COH as an additionally insured party with respect to all the above coverages.
- b) Signed Vendor Hold Harmless Statement (**Exhibit B**)
- c) For Event Vendor serving alcoholic beverages, a copy of their liquor license and/or permit from City of Sandy Springs.

In the event that the above listed documentation is not timely provided, COH may, at its option, terminate this Agreement. If the Event Vendor is a caterer, then a \$500 damage deposit is to be given to COH at least ten days prior to the event. The damage deposit will be returned approximately two weeks after Event so long as COH determines that no damages have occurred.

Indemnification - As a material consideration in inducing COH to enter into this Agreement, the Renter does hereby agree to indemnify COH, and hold it harmless from any and all loss, cost, damage, expense (including without limitation, reasonable attorney's fees actually incurred), demand, judgment, claim, cause of action and/or liability arising and against, from or out of the use of Facilities by the Renter, its vendors, agents, servants, contractors, employees, guests or invitees (including without limitation, the Event Vendors). Such indemnification shall survive to the expiration or early termination of this Agreement.

Damage to Facilities - In all activities related to the Event, Renter does hereby agree to protect, preserve and maintain all Facilities. In addition, the Renter does hereby agree to utilize his/her best efforts to avoid risks to persons and COH property related to the Event. In particular, Renter understands and agrees that Renter shall be solely responsible for any and all damage to COH property by Renter, by any invited or uninvited guest of Renter, or by an Event Vendor. In this regard, Renter will reimburse COH for any damage to, or loss of, COH property as determined by COH, sustained as a result of the use of Facilities by Renter, vendors, agents, servants, contractors, employees, guests or invitees (including without limitation, Event Vendors). COH shall remit a statement to Renter promptly after Event delineating any damages COH shall have incurred with respect to Event. Damage, breakage, clean up and other out-of-pocket expenses may be taken by COH out of the damage deposit, if any; and the remainder of the damage deposit shall be refunded by COH by check delivered with such statement. In the event the damages incurred exceed the amount of the damage deposit, or if there shall have been no damage deposit, then the balance due and owed by Renter for any such damage or loss shall be paid to COH within thirty calendar days of the date of the statement.

Liability - COH assumes no liability or responsibility to any party for personal injury or damage or loss to property, related to or arising from the use of Facilities. In addition, COH assumes no liability or responsibility for, and shall also not be held liable for, damage to or loss of any merchandise or personal articles brought onto the COH premises, including without limitation merchandise and/or personal property stored on the COH premises in connection with the use of Facilities.

Force Majeure - COH shall not be liable for damages and may terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God such as act of nature (e.g. flooding, earthquake, tornado), wars, riots, insurrections and/or any other cause beyond COH's reasonable control provided that, as a condition to the claim of non-liability, COH gives the Renter prompt written notice, with full details following the occurrence of the cause relied upon.

Georgia Law - Renter agrees that this Agreement shall be governed by the laws of the State of Georgia.

Dispute Resolution - If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Renter and COH agree that this Agreement sets forth the entire mutual agreement between them, and that any changes to the terms and conditions set forth herein must be (a) expressed in writing; and (b) signed by both Renter and COH.

ADDITIONAL PROVISIONS

I have received a copy of the Synagogue House Rules and Kashrut/Kitchen Rules and agree to all terms therein.

_____	_____	_____
Printed Name of Renter	Signature of Renter	Date
_____	_____	_____
Printed Name of Authorized Agent of Congregation Or Hadash, Inc.	Signature of Authorized Agent of Congregation Or Hadash, Inc.	Date