

First Hebrew Congregation of Oakland 2808 Summit Street Oakland, CA 94609 Phone: (510) 451-3263 | Fax: (510) 465-0603 event@oaklandsinai.org | www.oaklandsinai.org

Application and Agreement for User of Facilities

Street		City	Zip Code			
ne:						
Primary Ph	one Number	Secondary Phone Nu	umber			
ail:						
OUT THE EVEN	Т					
cription of Even	t or Program	Day and Date of	^f Event (include year)			
	-					
lated Attendance:		Name B' Mitzvah student (if				
ter than 5 days	s before event)	applicable)				
	DI Mitaniah Widdinah Limah ana	(4 E la acces)				
ose One:		B' Mitzvah Kiddush Luncheon (1.5 hours) (\$100/hour surcharge beyond 1.5 hours)				
	Evening Dinner Celebration (F	riday night, 5:00pm –	- 6:30pm)			
	Evening Dinner Celebration (S	at Thu. night, 6:00p	om – 10pm)			
	(\$100/hour surcharge past 10pm)					
	Other:					
	Event Type		Start/End Times			

ABOUT YOUR VENDORS <u>COMPANY</u>			<u>TELEPH</u>	<u>HONE</u>	INSURANCE?
Caterer			(_)	
Event Planner			(_)	
Florist			(_)	
Band/DJ			(_)	
Photographer			(
Videographer			(
Other			(_)	
FOR WEDDINGS					
Names of people getting married:					
and	d				
Will you use Temple Sinai's Chuppah (wedding canopy)?	Yes	No			
Rehearsal Date	Tin	ne			
Clergy Name	Но	ur of Cerem	nony		

Comments _____

TERMS OF RENTAL

Emergency Protocol: 1) When the fire alarm sounds, immediately evacuate the building. 2) Do not return to the building until the fire department or the Emergency Coordinator gives permission. 3) Don't ever open a fire door. 4) Evacuate to the parking lot adjacent to the temple on Webster Street, regardless of which building exit you use.

1. The above portion of this document is to be completed and submitted to Temple Sinai by any person or organization ("Applicant") desiring to rent a portion(s) of Temple Sinai's facility ("Facility"), located at 2808 Summit Street, Oakland, CA for an event ("Event"). Applicant's request for a particular date and time for an Event is not confirmed until both Applicant and Temple Sinai have signed this document. Once the terms of rental are written in the following paragraph, and once the document has been signed by both Applicant and Temple Sinai, this document is a binding Agreement.

2. Applicant and Temple Sinai agree that Applicant will rent the following portion(s) of the Facility for the following date and

- times for the following rental fee:

 Portion(s) of Facility to be rented: _______

 Description of the Event: _______

 Date and Start/End Times of the Event: _______

 In addition to the above times, Applicant will be given a reasonable time, on the day of the Event before and after the times set forth above, for set-up and clean-up.

 Rental Fee: ______

 Deposit of ______ Required by (Date) ______

 Other terms (if any) ______

 If the required deposit is not submitted by the required date, Temple Sinai may cancel the Event by written notice to the Applicant. If an Event is cancelled by Applicant for any reason, the Applicant is not entitled to any refund of a deposit except
- 3. Applicant has been provided, or should request, a copy of Temple Sinai's Facility Use Guide. Applicant agrees to comply with all the terms and requirements set forth in the Facility Use Guide. No exceptions to those terms and requirements, or to any terms set forth in this Agreement, will be allowed unless approved in writing by Temple Sinai's Executive Director.
- 4. Immediately following the Event, Applicant shall remove all food, equipment, furnishings, supplies, decorations, linens, dishware, glassware, serving items, and anything else brought to Temple Sinai by the Applicant or vendors for the Event and shall leave Temple Sinai's premises (the "Facility") in broom-clean condition as it existed before the Event. Leftover food shall be disposed of so as to minimize waste, such as by taking home, giving to catering staff or donating to a local nonprofit.
- 5. Applicant shall be responsible for any and all damage to the Facility caused by or occurring during the Event (including during set-up and clean-up), including without limitation any and all loss, breakage, marring or other damage of any kind to equipment, furnishings, fixtures, walls, floors, or any other part of the Facility. Applicant shall promptly reimburse Temple Sinai for the cost of any repair, refinishing, or replacement caused by such damage.
- 6. Applicant shall obtain from each vendor it retains for the Event, and provide to Temple Sinai at least two weeks prior to the Event, Certificates of Insurance (COI) confirming that each such vendor holds both liability insurance in the amount of at least \$1 million and standard California workers' compensation insurance. Exceptions to this requirement will be permitted only if approved in writing by Temple Sinai's Executive Director.

- 7. Temple Sinai has usual and ordinary liability insurance that covers loss or injury due to its negligence or facility defects. Applicant agrees that should Applicant or Applicant's guests, vendors or any others attending or servicing Applicant's event claim personal injury, or loss of or damage to personal property, relating to Applicant's Event (including, without limitation, loss or damage to vehicles), Temple Sinai shall have no liability or responsibility for such injury, loss or damage except for what is covered and paid by Temple Sinai's liability insurer. Accordingly, Applicant agrees to fully indemnify, protect, hold harmless, and defend Temple Sinai and its employees, representatives and agents against any claim, damage or loss asserted by any person or entity relating to or arising out of Applicant's Event insofar as such claim seeks damages that are not covered by, and not within the scope of, Temple Sinai's liability insurance.
- 8. Temple Sinai shall not be responsible or liable for any claim, damage or loss arising from an interruption or interference of the Event due to a utility failure (e.g., electricity, gas, water, internet, WiFi), weather, labor strikes, government health directives or other government orders, civil disturbance, violence, riots, acts of God, or an event of any kind beyond the reasonable control of Temple Sinai.
- 9. Applicant shall not use or allow any of the following for the Event:
 - No helium balloons, smoke/fog machines, or bubble machines are allowed at the Facility as they may trigger the fire alarm.
 - No confetti.
 - No tape, glue or other adhesive, or nails or tacks, on the walls, floors or ceilings.
 - No pork or shellfish anywhere in the Facility.
 - No smoking inside the Facility or elsewhere on the Temple Sinai grounds.
- 10. Temple Sinai has been designated a Green Certified Business. Therefore, Applicant agrees to use only reusable (i.e., washable) or compostable dishware, glassware, cups, utensils, serving dishes, linens and napkins. Refuse must be properly disposed of by sorting into the recycling, compost and trash bins available at the Facility.
- 11. This Agreement may be signed in counterparts, may be delivered by US Mail, and/or may be agreed to electronically. This Agreement may not be assigned by the Applicant without Temple Sinai's prior written consent. This Agreement is the entire agreement of the parties regarding the Event, and there are no promises, terms or conditions other than those in this Agreement. This Agreement may not be amended, and none of its terms may be waived, except by a writing signed by all parties. No delay in exercising a right under this Agreement shall be a waiver. The words "and" and "or" as used in this Agreement also mean "and/or." Any written notices required by this Agreement may be transmitted by email.

SIGNATURES

Sign only after blanks in Paragraph 2 above, as applicable, have been filled in.

Applicant's Signature	Date
Printed Name	
Signer's Title (if an organization) If Applicant is an organization, an o	officer or other authorized person must sign
Temple Sinai's Signature	Date
Printed Name	
Signer's Title	

Renter Initials