

FACILITY RENTAL AGREEMENT

This Facility Rental Agreement (the “Agreement”) is made by and among _____[name], _____[name] (collectively the “Licensee”) who reside at _____, and Greenspring Valley Synagogue and Center, Inc. D/B/A Ner Tamid Synagogue (the “Owner”), which is located at 6214 Pimlico Road, Baltimore, Maryland 21209. The Owner and the Licensee are collectively the “Parties.”

Recitals

Whereas, Owner is the owner of certain property located at 6214 Pimlico Road, Baltimore, Maryland 21209 (the “Property”); and

Whereas, Licensee desires to utilize a certain portion of the Owner’s property (the “Facilities”) for a specified purpose and during a specified block of time *as set forth in Section 2.1 herein* (the “Event”); and

Whereas, Owner desires to allow Licensee to gain access to and make use of the Facilities for the Event subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals to this Agreement, which are incorporated herein as if fully set forth, Owner and Licensee agree as follows:

Article 1 – Use of Facilities

1.1 Description of Facilities. The Facilities consist of a social hall (the “Social Hall”), a meat *or* dairy kitchen (the “Kitchen”), and bathrooms located on the Lincoln Avenue side of the Property (the “Bathrooms”).

1.2 Use of Facilities. Licensee may only use the Facilities for the Event. Licensee must not use any other portion of the Property without the express permission of the Owner.

1.3 Consideration for Use of Facilities. Licensee must pay the sum of \$_____ (the “Rental Price”) prior to the use of the Facilities for the Event. The Rental Price must be delivered to Owner with this Agreement. In addition, Licensee must pay a security deposit (the “Security Deposit”) of \$_____ that will be used by Owner for any damages caused to the Property in connection with the Event. The Security Deposit may also be retained by the Owner for the Licensee’s failure to return the Property to the condition received, for an improper cancellation of the Event, or for a breach of the Agreement.

Article 2 – The Event

2.1 Description of the Event.

- 2.1.1 Type of Event: _____
- 2.1.2 Date of Event: _____
- 2.1.3 Time of Event: _____
- 2.1.4 Number of Guests: _____
- 2.1.5 Caterer: _____[Provide name and number]
- 2.1.6 Outside Vendors (DJ, Band, Florist, Photographers etc...) [Provide names and numbers for each vendor and specify vendor-type below:

2.2 Setting-Up and Breaking Down the Event. Licensee is solely responsible for causing the Event to be set-up, broken down and cleaned up. Prior to the Event, Licensee may cause the Social Hall and Kitchen to be set-up between the hours of _____ [Time] and _____ [Time] on _____ [Date]. Following the Event, Licensee must cause the Social Hall and Kitchen to be broken down, cleaned up, and returned to the condition that they were received by _____ [Time] on _____ [Date]. Licensee must not allow the Social Hall or the Kitchen to be utilized beyond or before the hours specified. If the Event goes beyond the scheduled time Licensee will be subject to time and a half costs for the Property at the rate set by the Owner. Owner is not responsible for the storage of any food or property left on the Property following the Event and may dispose of same.

2.3 The Caterer and Outside Vendors. Licensee must only use a kosher-caterer that is approved by the Owner. Licensee must only use Outside Vendors that are approved by the Owner.

Article 3 – Additional Requirements

3.1 Requirement of Facemasks and Social Distancing. To the extent required by law or any applicable Order issued by the Governor of the State of Maryland, the Mayor of the City of Baltimore, or the Health Commissioner for the Baltimore City Health Department (the “Covid-19 Protocols”), Licensee shall cause all present for the Event to socially distance and wear Facemasks as required by any Covid-19 Protocols that are then existing and effective while on the Property.

3.2 Alcohol. Loose bottles of alcohol may not be placed on the tables. All alcohol must be served by catering staff. Alcohol must not be served to minors or to any adult who appears to be inebriated.

- 3.3 Nuts. No foods containing peanuts are permitted on the Property.
- 3.4 Decorations. Licensee shall not injure, mar, or in any way deface the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, or defaced. Nothing may be affixed to the walls, tables, art, ceiling or other fixtures belonging to the Owner. Confetti may not be thrown on the Property. Rice, birdseed, glitter and sparklers are not allowed on the Property.
- 3.5 Trash and Clean-up. Licensee shall be responsible for properly disposing of all trash and cleaning up the Property to the condition that existed prior to the Event.
- 3.6 Damages. Licensee is responsible for its conduct, the conduct of its guests, the conduct of any person who attends the Event, and the conduct of those hired by Licensee. Licensee agrees to pay for any damages caused to the Property in connection with the Event. The person responsible for the cleanup shall accompany Owner's designated agent on a walk-through of the Property once the clean-up is complete to ensure that the clean-up has been satisfactorily completed and to identify any damages that might have occurred.
- 3.7 Abandoned or Lost Property. Owner shall not be responsible for any property of the Licensee or its guests, invitees, or those hired for the Event. Owner assumes no responsibility whatsoever for any property of Licensee, its guests, invitees or subcontractors placed at the Property, and the Owner is hereby expressly released and discharged from any and all liability for loss, injury or damages to persons or property that may be sustained by reason of the occupancy and use of said Property under this Agreement.
- 3.8 Smoking. No smoking is permitted on the Property or within twenty-five (25) feet of doorways and windows. All cigarette butts must be picked up from any outdoor smoking area.
- 3.9 Animals. No animals are permitted on the Property for the Event except service animals that are used to aid a person with a disability.
- 3.10 Indemnification. Licensee agrees to protect, indemnify, defend, and hold Owner, its officers, directors, managers, employees, agents, or other representatives (the "Indemnified Parties") harmless from and against any and all liabilities suits, actions, claims, demands, losses, damages, expenses and costs of every kind or nature incurred by, or asserted or imposed against the Indemnified Parties as a result of or in connection with the use of or presence upon the Property by the Licensee, Licensee's guests, or anybody hired for the Event. All monies expended by the Indemnified Parties as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Licensee. In addition, Licensee shall indemnify the Indemnified Parties against any penalty, damage, or charge incurred or imposed against the Indemnified Parties by reason of the violation of any law, ordinance or order in connection with the Event.

- 3.11 Insurance. If Owner determines, in its sole discretion, that an Event requires insurance, then Licensee is responsible for providing Owner with a Certificate of Insurance and endorsement for each subcontractor or vendor being used at the Event at the following minimum levels: (i) commercial liability insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (ii) worker's compensation insurance at the required statutory levels, with such Certificate of Insurance to name Owner as additional insured.
- 3.12 Security. Licensee is responsible for hiring such security personnel as Licensee believes is necessary and appropriate for the Event. Any fees for such security are the sole responsibility of Licensee. The names and addresses of any security personnel which Licensee wishes to hire for the Event shall be submitted to Owner at least fifteen (15) days prior to the Event for approval by Owner.
- 3.13 Events on the Jewish Sabbath and on Jewish Holidays. Owner reserves the right to make use of that one third (1/3) of the Social Hall that is located immediately adjacent to the Sanctuary for Owner's kiddush following services on the Jewish Sabbath and on Jewish Holidays unless Licensee has paid the applicable Rental Price for the use of the entire Social Hall.
- 3.14 Compliance with Owner's Policies. Licensee acknowledges and agrees that Owner is an Orthodox Jewish institution. Licensee agrees that it is obligated to cause all of its guests and vendors to comply with the policies and rules of Owner for the Event. Licensee agrees to place all vendors in touch with Owner for questions about Owner's policies and to coordinate with Owner about such policies.

Article 4 – Cancellation

- 4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, hurricanes, earthquakes, power outages, explosion, war, strike, government requirement, civil or military authority, civil disorders, terrorism, act of God, or other emergencies beyond the parties' control. The Covid-19 pandemic may result in Orders that may require the cancellation of the Event in its entirety or, may require the number of guests to be reduced with little or no notice or, may prohibit certain contemplated activities. Owner and Licensee are required to follow the law and Licensee agrees that Owner shall not be liable to Licensee if the Event must be cancelled or modified due to a Covid-19 government Order.
- 4.2 If the Event is required to be cancelled due to a Covid-19 government Order, Owner shall refund the Rental Price and Security Fee to Licensee. If the Event is required to be modified to reduce the number of guests or prohibit certain activities, Licensee shall not be entitled to a refund.
- 4.3 If Licensee provides the Owner with at least ninety 90 days' notice of cancellation prior to the Event that does not stem from a Covid-19 government Order, Owner shall refund one-half (½) the Rental Price and all of the Security Deposit. Licensee agrees that the Owner is entitled to

keep the other ½ of the Rental Price as agreed-upon liquidated damages. If Licensee provides the Owner with less than 90 days' notice of cancellation that does not stem from a Covid-19 Order requiring a modification to the Event, Owner is entitled to retain the entirety of the Rental Price and the Security Deposit as agreed-upon liquidated damages.

Article 5 – Default

- 5.1 Licensee's failure to comply with any of the terms of this Agreement shall be construed as a breach of the Agreement. Owner reserves the right to shut down an Event that is in progress if it discovers a breach. Licensee must comply with Owner's demands if there is a breach during the event.
- 5.2 Owner reserves the right to pursue any claims for damages in law or in equity for a breach of any of the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

ACCORDINGLY, the Parties to the Agreement agree to be bound by its terms and have executed the Agreement on the dates written below.

GREENSPRING VALLEY SYNAGOGUE AND CENTER, INC.

_____/_____
By: Date
Title:
Telephone: 410-358-6500

LICENSEE

_____/_____
By: Date
Telephone Number: _____

LICENSEE

_____/_____
By: Date
Telephone Number: _____