

## EXHIBIT A

**CBS Rental Policy Statement:** *The culture of Congregation Beth Shalom is one of openness and community. It is our desire that in or Synagogue we will celebrate simchas with tasteful, thoughtful celebrations. We envision all events in our Synagogue and Building will be held in the spirit of the meaningfulness of the life cycle and personal family celebrations. All events that will be held in this sacred space shall be appropriate to the surroundings.*

### **Special Events and Facility Rental Supplemental Terms and Conditions Non Member Events**

#### I. Temple Sponsored Events

Congregation Beth Shalom ("CBS") has the exclusive right to reserve any space at any time for religious, community, social or fundraising events. A calendar of future events will be maintained by CBS (Synagogue Administrator, Special Events Chairperson, President, VP Building and Facilities or Chair Building and Grounds) as far in advance as possible. This includes all Synagogue, Religious School, CBS-sponsored organizations such as Board of Trustees, CBS Committees, Soul Sisters, Yachad and Kesher Kef. Such calendar is available upon request by members or non-members of CBS.

#### II. Non Member ("Applicant" or "Renter") Special or Life Cycle Events

An Applicant may request usage of the CBS facilities for purposes of special events, life cycle events or meetings. Each Applicant must complete a Special Event Application (see attached Special Event Application Form) and send that form to the CBS Special Events Chairperson.

The Special Events Chairperson ("SEC") will review the application with the Chair – Building & Grounds and VP Building and Facilities. The SEC shall either approve the event or, in the SEC's discretion, submit the approval of such event to the BOT. The BOT will review/approve/not approve any event application within thirty (30) days of the event request submission. An approval of fifty (50%) or more by the members of the BOT constitutes an approved event.

The SEC will determine fees to be charged based on the applicable CBS Rental Fee Schedule and ensure the availability of the date taking into consideration all CBS and other events previously scheduled.

Events may not be booked for Friday evenings or Sunday morning when Religious School is in session or on Saturday until 6 pm.

CBS reserves the right to have more than one event in the CBS Building at one time as long as there is no conflict between the multiple events.

CBS Board of Trustee(s) or their designee(s) may enter the building when the building is being rented for a non CBS event.

Once an event is accepted, a 50% deposit will be required to hold the date and the space as set forth on Schedule A (Deposit Schedule). No event may be booked without a deposit.

**Renter/Applicant Initials:** \_\_\_\_\_

The deposit is refundable if the event is cancelled 150 calendars days prior to the event. If the event is cancelled 149 – 90 days prior to the event, then 50% of the deposit will be refunded. If the event is cancelled 89 – 60 days prior to the event, then 10% of the deposit will be refunded.

Final payment for the event must be received thirty (30) days prior to the event as outlined on Schedule A.

Once the deposit is received, the SEC will meet with the VP Building & Grounds and the Custodial service and review the event. Copies of the Special Event Application will be provided to each. Thirty (30) days prior to the event, the SEC, VP Building & Grounds and the Custodial Service will meet to review the details of the event and insure all responsible parties are aware of their obligations.

**CBS reserves the right to cancel any rental at any time if there is a conflict with a CBS event but no less than 90 days prior to the event.**

III. Damage Protection Security Deposit

There will be a refundable damage deposit in accordance with Schedule A. A refund will be subject to a damage inspection as determined by CBS. **Major damage repair of the building or replacement of damaged items or equipment beyond the damage deposit amount will be the sole responsibility of the person/organization renting the space.**

IV. Use of outside Caterers

All Applicants are to use the list of recommended caterers for their events. (Please see attached list) If a caterer is not one recommended by CBS, than 90 days prior to the event, the caterers information and insurance information must be provided to CBS. Final approval for the caterer will be granted or denied by CBS no less than 60 days prior to the event.

All caterers must abide by the CBS Kashrut policy as summarized below:

- a. All food served in the Synagogue or on Synagogue grounds shall conform to the CBS Kashrut policy, a copy of which shall be provided to a Renter upon request
- b. No pork or shellfish in any form shall be brought into the temple at any time.
- c. Pork products such as lard or bacon bits may not be used in any recipe that will be served.
- d. Each meal part (course) must be exclusively meat or dairy. It is not acceptable to serve a recipe that includes both dairy and meat.

Caterers, who plan to use the CBS kitchen to prepare or warm food, must meet all of the health department guidelines as established by the County of Napa Division of Environmental Health and must show proof of liability of insurance for a minimum of \$1,000,000 and name CBS an additional insured.

Caterers who are only providing ready-to-serve food and will not be using the CBS kitchen facilities for any preparation will need to provide their Napa County Health Department permit to serve food and will also be required to provide liability insurance as outlined above.

**Renter/Applicant Initials:** \_\_\_\_\_

The caterer must provide all labor associated with setup, serving, clearing, cleanup and dish washing. The caterer is responsible for removing all trash to the refuse receptacle and recycling to the recycling receptacle. The kitchen and rented space must be left in a clean and orderly condition. A cleaning fee will be charged to the renter and the caterer (either or both of whom shall be responsible for payment) if the kitchen or rental space is not adequately cleaned after the event.

V. Use of Outside Vendors, i.e. photographers, musicians, florists, event planners

All outside vendors must show proof of \$1,000,000 liability insurance coverage. It is strongly encouraged that Renters select vendors from the Preferred Vendor List provided. Any outside vendor must be approved in advance by CBS in accordance with Section IV above.

**Requirements Governing the Use of the CBS Building and Grounds**

In an endeavor to serve Renters' needs for use of the building for their functions, the Board of Trustees has set forth the following requirements in order to efficiently operate the building, to protect the property, to conform to federal, state and county safety regulations and codes and to avoid conflict with its own activities and programs and the neighborhood at large.

**Facility Rental Policy**

1. Anyone using the facilities is required to comply with the *CBS Facility Rental Policy Statement*.
2. No function can have a greater number of participants than approved under the fire regulations of the County or that constitutes a danger. These are posted in each room.
3. No helium or inflatable balloons may be used in the building.

**Sanctuary Use and Clergy Participation**

4. Use of the sanctuary for any occasion must be approved by the Rabbi or a designate prior to submission of the request.
5. Outside Clergy – the participation of an outside Rabbi, Cantor or clergyperson in any capacity must have the approval of the Rabbi.
6. Weddings – Weddings conducted by the CBS Rabbi may be held in the sanctuary.
7. If the sanctuary will be used for both a wedding and reception, a screen must be provided to screen the Aron Kodesh (Ark) for the reception.

**Smoking**

8. The CBS Building and Grounds is smoke free.

**Renter/Applicant Initials:** \_\_\_\_\_

## **Music and Dancing**

9. Music Volume – The music volume must be kept to a reasonable level during the entire function both inside the building and in the Founders’ Glen. Any issues with respect to noise ordinance are the responsibility of the signatory of the rental agreement (please review the noise ordinance below carefully). If anyone hears noise in their home with the windows and doors closed, then we are in violation of the noise ordinance and will be charged with a misdemeanor offense. For evening rentals, all outside music must cease at 10 pm and inside the building at 11 pm. Renters shall indemnify, defend and hold CBS and its representatives harmless from any violations of the ordinance.
10. Music, Orchestras and/or Instrumentalists- Contract music vendor or musicians who play under contract or other arrangements are also bound by the terms of this regulation. Responsibility for enforcement of the terms of this agreement resides with the signatory.
11. A dance floor may be laid on the carpet in the Sanctuary.

## **Alcoholic Beverages**

12. Alcoholic beverages may be served ONLY as part of a meal or approved ceremony. Any and all governmental permits, rules, regulations and law that pertain to the service of alcoholic beverages within CBS are the sole responsibility of the signatory. Under no circumstance can alcohol be served to minors. If a permit is required for the service of alcohol for the approved event from the California ABC, it shall be the responsibility of the signatory to obtain same.
13. When alcohol beverages are served, it is encouraged that only trained and licensed pourers be used. Pourers’ permits may be obtained from Alcohol Beverage Control Board at <http://www.abc.ca.gov/forms/pdfspc.html>.
14. Signatory must ensure that efforts are made to encourage individuals who have consumed alcohol to participate in a safe transportation program including, but not limited to, designated drivers. Safe transportation programs should include such options as designated drivers, serving of non-alcoholic drinks to designated drivers, taxi services or calls to police if an intoxicated participant insists on driving home. It is highly recommended that for large functions, with many out of town guests lodging in local hotels, to provide a shuttle service to and from CBS.

## **Facility Restrictions**

15. All exit doors must be left free and unobstructed. No tables, decorations or plants shall be placed in front of any door or exit.
16. Room layout must follow the approved diagrams for table set up in the Sanctuary and in the Social Hall. The total number of tables may not exceed the seating capacity on the approved diagram.
17. Renters must provide their own tables, chairs, linens, dishes, flatware, wine glasses, coffee mugs and water goblets.
18. Staging and additional outside lighting must be pre-approved by the VP Building & Ggrounds. If access to the lighting panel, sound system, screen is required, the signatory will bear the cost of the CBS sound

**Renter/Applicant Initials:** \_\_\_\_\_

engineer's hourly rate (\$\_\_\_\_\_) for the entire time that the equipment will be in use including pre-event sound checks etc.

19. No decorations may be used which require pasting or fastening on or to walls or doors, floors or ceiling by any means such as cellophane, duct or masking tapes, stickers, tack, nails, etc. Draping of windows is not permitted. No displays may be arranged without first obtaining the approval of the SEC and Chair Building and Grounds.
20. Signage displayed in the facility should be freestanding or on an easel.
21. Under no circumstances may furniture, decorative objects, or any items from other areas of the Synagogue be moved to the rental area for use during private functions.
22. Lit candles are permitted only when enclosed in glass votives or hurricanes. No lighted candles are permitted as a wedding decoration in the sanctuary.
23. Permission to bring in special equipment for any function must be arranged through the VP Building & Grounds and such equipment must be removed immediately after the function. Wine, bottled beverages and nonperishable items such as favors may be delivered the Friday before the event between 10 am and 2 pm and put in storage for the next day's event. All boxes must be marked with the last name of the Renter. There is no access to refrigerator or freezer space until the rental period begins. Nothing may be left on CBS property after the rental period ends.
24. In order to prevent injury or undue cost to CBS, no rice or rose petals, confetti, silly string, sparkles, glitter, Mylar pieces, sand unwrapped candy, powder or any other similar substance on floors are permitted anywhere on the premises. Rose petals may be thrown outside after the wedding. No helium or other inflatable balloons are allowed at CBS due to possible interference with the CBS Fire Protection system.
25. No equipment of the Congregation is to be loaned out or removed from the building at any time by any individual without the permission of the Synagogue Administrator.
26. The signatory must ensure that all patrons behave in a safe and responsible manner.
27. Guests will not be allowed to roam freely outside the rented area.
28. The premises must be vacated by midnight (12:00 am) on the day of the event.

### **Other Considerations**

29. Applicant is expected to comply with all CBS policies, rules and regulations.
30. Applicant is expected to pay all fees and deposits within the prescribed time frames.
31. Applicant is expected to maintain proper decorum and to assure that a reasonable standard of behavior is maintained by all persons and organizations using the CBS premises while in or about the building or its adjacent areas.

**Renter/Applicant Initials:** \_\_\_\_\_

- 32. Applicant is expected to comply with state and local law or regulations in or about the premises.
- 33. Applicant may not sub-let or the rent the premises or any part thereof, or assign this application and agreement without the prior, written consent of CBS.
- 34. Applicant is expected to be fully responsible for any and all damages to CBS property caused by applicant or applicant's guests or agents during the function or preparation or cleanup thereto.
- 35. Applicant agrees that CBS assumes no responsibility for loss or damage to personal property brought upon the premises, including motor vehicles, and that such person property brought or left on the premises shall be at the owner's risk. All personal property must be removed within 24 hours of the event. If not removed, then CBS will notify renter immediately and after five (5) days all personal property brought upon the premises that was not removed will be at CBS' election (1) to ship the item or items back to renter at renter's expense; (2) have the item disposed of or (3) have the item or items placed in storage and the cost of removal and storage shall be borne by the renter.

RENTER (Individual/Organization Responsible Party): \_\_\_\_\_

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

SCHEDULE A

DEPOSIT and PAYMENT SCHEDULE

DATE TO BE PAID \_\_\_\_\_ TOTAL AMOUNT DUE \_\_\_\_\_  
 DEPOSIT AMOUNT – EVENT \_\_\_\_\_ DATE PAID \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_ DATE TO BE PAID \_\_\_\_\_  
 DAMAGE DEPOSIT \_\_\_\_\_ DATE TO BE PAID \_\_\_\_\_

**Renter/Applicant Initials:** \_\_\_\_\_