

CONGREGATION BETH SHALOM (“CBS”)

1455 Elm Street
Napa, California 94559

EVENT AGREEMENT

Event Date:

Renter/Event: (the “Event”)

Contact:

Billing Address:

Phone: Fax:

Email:

of Guests:

Event Timeline:

Deposits:

Deposits, Payments and Event Space Confirmation

A 50% non-refundable deposit is required to confirm your Event Date. Refer to Schedule A on Exhibit A for the timing of the deposit and payment in full. Deposit and final payment is accepted in cash, most major credit cards or check. Any additional fees, including excess cleaning costs or damage repair, must be settled within 7 days of the Event.

Any damages, extra cleaning needs, or contract term violations discovered by CBS after your Event will be deducted from your damage deposit. As long as all terms and conditions have been followed, a refund, less applicable/actual charges, will be sent to you within 30 days of your event with an itemized list of such charges.

Overtime: If your event does not end at midnight, you will be assessed overtime charges of \$100/for each 30 minutes or fraction the group occupies the event space past the listed time.

Music, Noise & Other Disturbances

Renter may not create a disturbance to neighbors. In this regard, music may be amplified in the Founder’s Glen, but only to the current allowable City code, and in no event after 10 p.m. No unnecessary car horns, shouting or other noises will be permitted in the parking areas at any time during Renter’s event. Bright lights shall also be kept to a minimum. Fireworks, sparklers or other flammable products or devices are prohibited. Any person(s) found to be a disturbance will be escorted off the property immediately.

Insurance

Client shall provide CBS with a valid Certificate of Liability Insurance that names CBS as an additional insured. This certificate should provide General Liability and a host liquor liability coverage from an acceptable insurance carrier per CBS in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. This insurance certificate is due 30 days prior to Renter's event date.

Liability

CBS does not assume responsibility for personal property of any kind brought onto CBS premises by the Renter or its guest, vendors, invitees or agents. Renter shall be responsible for any damage to the CBS premises caused by a vendor or event guests including, but not limited to, financial liability resulting from CBS's loss of revenue due to guest disturbances. CBS further reserves the right to exclude or reject any objectionable persons from the function or CBS premises without liability.

Renter further agrees to indemnify, defend and hold CBS, its directors, officers, employees, agents and contractors from any claims, losses, damages, fees, costs arising from Renter's or its agent's or vendor's activities associated with the Event.

Force Majeure

No damages shall be due for a failure of performance by CBS occurring due to Acts of God, war, terrorist act, government regulation, riots, earthquakes, floods, disaster, or strikes, any one of which make performance impossible. CBS shall have no liability for power disruptions of any kind.

Weather or Disruption

In the case of inclement weather, Renter must arrange for outdoor tenting, if desired, approved by CBS. CBS is not responsible for any cost incurred including, but not limited to, delivery, set-up, breakdown and return of tenting.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, written or oral. Its terms can be modified only by a writing signed by both parties. This Agreement shall be binding on the parties, their heirs, successors, permitted assigns and personal representatives. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall constitute one original. A signed counterpart delivered by facsimile copy shall be deemed an original. The prevailing party in any dispute between the parties shall be entitled to an award of attorney fees and costs. All notices required to be given hereunder shall be given in writing and sent by mail, courier service, express mail service, or personally delivered to the respective addresses of CBS and Renter as set forth on the first page of this Agreement (or such other address as a party may designate from time to time by written notice to the other party).

A PDF, facsimile copy or photocopy of this Agreement with signature shall be as valid as an original. The parties agree that this Agreement is deemed entered into in Napa County, California. This Agreement, and the parties' conduct arising out of or related to it, shall be governed by California law, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in state court in Napa County, and the Client hereby consents to the exclusive jurisdiction and venue of such forum. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in California. Accordingly, in the event that any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held as to any person to be invalid, prohibited, illegal or unenforceable for any reason, in any respect, such provision or instrument as to such person shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments, or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable as to such person, it shall, as to such person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision as to any other person.

The parties executing the Agreement hereby represent that they are authorized to do so.

Renter Name:
Date:
Signature:
By the authorized representative of CBS
Name:
Title:
Date:
Signature: