

Congregation Beth Aaron Facilities Rental Agreement

This Facilities Rental Agreement (“Rental Agreement”) is made on _____, 20____ by _____ (“Renter” or “you”) and Congregation Beth Aaron (“Beth Aaron”) for use of certain Beth Aaron’s facilities located at 950 Queen Anne Road, Teaneck, New Jersey (the “Shul”) for an event as set forth in a completed Rental Application (the “Event”) in accordance with the terms and conditions set forth herein.

1. **Application, Deposit and Fees:** Renter shall complete the attached Rental Application, and submit it to the Beth Aaron business office, together with signed copy of this Rental Agreement and a deposit (the “Deposit”) in the amount of \$300, in order to apply for a reservation for the use of Shul facilities. The disposition of the deposit will be in accordance with Sections 5 and 20 below. Following receipt of your completed application package, and generally within 14 days, Beth Aaron will advise you whether your application has been approved. Approval for an Event involving food service for which the food purveyor has not yet been identified will be provisional and subject to final approval following identification of the food purveyor. PLEASE NOTE THAT ALL RENTAL FEES MUST BE PAID IN FULL NOT LESS SEVEN (7) CALENDAR DAYS PRIOR TO THE EVENT OR, IN THE CASE OF A BRIT, AT THE TIME THIS RENTAL AGREEMENT IS SUBMITTED TO BETH AARON. ACCESS TO THE SHUL WILL NOT BE PERMITTED WITHOUT PRIOR PAYMENT OF THE DEPOSIT AND THE RENTAL FEES IN FULL.
2. **Food Service:** Beth Aaron does not allow any self-catered Events. If food will be served at the Event, the food purveyor(s) and/or the supervision of the packaged food to be served (either, as applicable, the “food purveyor”) must be approved by Beth Aaron. If you have any question regarding the Kashrut suitability of a proposed food purveyor, please call Rabbi Larry Rothwachs through the Beth Aaron office. An approved food purveyor may lose its approval if at any time prior to the Event if there is a change in the purveyor’s Kashrut certification or the recognition of the certifying agency by Rabbi Rothwachs. All food brought to the Shul must be sealed by tape or packaging that bears approved Kashrut supervision. The consumption of food or beverages is only permitted in the lobby and social hall, and Lower Level rooms, in each case to the extent rented for the Event, and in no other location in the Shul. Any event in which hired staff or preparation work is necessary must use the Kitchen and requires that a Mashgiach be present.
3. **Use of Shul Kitchen:** A Beth Aaron approved Mashgiach must be retained and present from the time the kitchen is unlocked through the time the kitchen is locked for any Event requiring the use of the Shul kitchen. No exceptions will be allowed to this policy. The Mashgiach will be hired by renters or their caterers; it is ultimately the Renter’s responsibility to see to it that the Mashgiach is paid. The RCBC rate schedule that governs the charges for the currently approved Mashgichim is \$175.00 for a Brit and \$225.00 for any other Event. The agencies providing certification to the caterers most commonly serving events at Beth Aaron (including RCBC, OU and Kof-K) recognize our approved Mashgichim. In the event that your caterer’s certifying agency does not, they may require you to take additional steps to satisfy their requirements, which may include an additional Mashgiach at additional cost to you. Rabbi Rothwachs is the final authority on all Kashrut issues in the Shul. Beth Aaron also does not allow any “drop-off” food service for Events using the Beth Aaron Kitchen and being held on Shabbos or Yom Tov. This means that for a Shabbos or Yom Tov event utilizing the kitchen, your caterer must be on site. Please be sure to review your arrangements with the Beth Aaron office to confirm that they conform to these requirements.
4. **Alcoholic Beverages:** If wine or liquor is to be provided from a source other than an approved purveyor and served, it must be delivered in advance of the Event and approved by the Mashgiach or be pre-approved by Rabbi Rothwachs or his designee. Open bottles of Alcoholic Beverages are not permitted to be brought into Beth Aaron at any time. The Renter must provide adult supervision to ensure that alcoholic beverages are not consumed by anyone under the age of twenty-one years at any Event.
COMPLIANCE WITH ANY AND ALL LAWS AND REGULATIONS THAT PERTAIN TO THE USE AND PROVISION OF ALCOHOLIC BEVERAGES WITHIN THE SHUL, ARE THE SOLE RESPONSIBILITY OF RENTER.

5. **Cancellation:** Cancellation of this agreement by Renter within 90 days prior to the scheduled date of the Event will result in forfeiture of the Deposit. Note also that the RCBC rate practices provide that cancellation less than 72 hours prior to the scheduled date of the Event also will result in an obligation to pay the approved Mashgiach.
6. **Parking:** All guests and workers must comply with all parking regulations. No guests or workers may park cars in front of any driveways. Guests and workers may not park cars in the Shul handicap spaces or in front of or on the side of the Shul on Shabbat or Yom Tov.
7. **Decorations:** No decorations may be attached to the ceilings or walls of the Shul. Use of glitter, silly string, and confetti are prohibited. If the Event is on Shabbat or Yom Tov, all party decorations, balloons or floral arrangements must be delivered and constructed before Shabbat. All decorations, including centerpieces or any other items, brought in to the Shul by Renter must be removed by the Cleanup Deadline. Renter shall be responsible for all damage caused by decorations and the cost of removal.
8. **Use of Tents:** No tents or structures of any kind may be erected at the Shul without the prior written approval of the Shul. Renter shall be responsible for obtaining all permits required for the erection of any tent or structure.
9. **Equipment:** No refrigerator trucks or other machinery or equipment may be left on Shul premises without prior written approval of Beth Aaron. No truck loading or unloading is permitted on Edgemont Place before 8AM or after 9PM, Queen Anne Road must be used before or after these hours.
10. **Smoke-Free Environment:** The Shul is a smoke-free facility. Smoking is not permitted anywhere in the Shul at any time.
11. **Compliance with Halacha:** Renter may not use the Shul, and shall cause its guests, invitees, employees, workers, agents and contractors not to use the Shul, for any event or activity that is not in strict compliance with Halacha. Mixed dancing is expressly prohibited. Any activity as to which there is any question must be approved by Rabbi Rothwachs in advance.
12. **Compliance with Laws:** Renter may not use the Shul, and shall cause its guests, invitees, employees, workers, agents and contractors not to use the Shul, for any event or activity that is illegal, dangerous, hazardous or otherwise not in compliance with governmental laws, rules, codes, and regulations.
13. **Event Preparation:** On Shabbat or Yom Tov morning, no preparations or set-up may interfere with any Minyan or with Youth Groups. Any equipment associated with the Event must not be visible during davening. When preparing for an Event, during the Event and subsequent to the Event, Renter and the caterer and other service providers shall use their best efforts to minimize noise, disturbances and interference with the Minyanim and other activities that may be taking place in the Shul.
14. **Post Event Clean Up:** THE SHUL IS IN CONSTANT USE AND MUST BE PROMPTLY RETURNED TO THE PROPER CONDITION AND MADE AVAILABLE FOR OTHER ACTIVITIES BY THE END OF THE APPROVED RENTAL PERIOD. Renter shall cause the removal from the Shul of any leftover items from the Event (e.g., food, beverages, flowers, vases, balloons, utensils or other equipment) within two hours after the end of the Event, or if the Event is on Shabbat or Yom Tov, two hours after the end of Shabbat or Yom Tov, in each case, unless other arrangements have been approved by Beth Aaron in writing in advance (the "Cleanup Deadline"). While the caterer, if any, ordinarily will handle these matters, Renter remains responsible to the extent the caterer fails to do so or there is no caterer. All floors must be swept and mopped, as appropriate. All chairs and tables must be reset in the manner found prior to the Event. If the kitchen or any room or space used by Renter is not cleaned following the Event to return the Shul to pre-Event condition, Beth Aaron may hire a cleaning service to do so. Any additional cleaning fees incurred by Beth Aaron will be the responsibility of Renter. Beth Aaron recommends that all leftovers be donated to a local charity. The Beth Aaron office would be happy to refer you to such a charity at your request. Beth Aaron shall have the right to dispose of any leftover items on the premises after the Cleanup

Deadline, in each case as it deems appropriate without liability and at the expense of Renter, unless other arrangements are approved in writing in advance by Beth Aaron.

15. **Appliances:** All refrigerators, freezers, warming cabinets, sinks and ovens used in connection with the Event must be emptied and cleaned thoroughly by the Cleanup Deadline. If any warming cabinet, oven or hot water urn (a) has been left on more than one-night prior to the Approved Rental Period; or (b) has been left on beyond the time of the approved rental period, Renter shall pay a fee of \$100 per day or portion thereof (from 12:00 midnight to 12:00 midnight) for each such appliance that has not been turned off as required. **PLEASE NOTE THAT AT NO TIME MAY POPCORN MACHINES BE USED WITHIN THE BUILDING.**
16. **Locking Shul Doors:** At the conclusion of the Event or at Cleanup Deadline, the Shul doors must be locked and all lights turned off. Renter shall be responsible for a fee in the amount of \$100 for each instance of a failure to do so.
17. **Use of Shul Equipment:** Renter may use tables and chairs designated by Beth Aaron in connection with the Event. Renter shall not be permitted to use any other Beth Aaron equipment without the prior written approval of Beth Aaron. Beth Aaron has available for an additional rental fee, the audio/visual equipment listed on Appendix I. Renter shall be solely responsible for any failure to return such equipment to the appropriate Beth Aaron personnel or any damage to such equipment prior to its return. Such equipment will be deemed returned only upon acknowledgement of such return by []. Without limiting the foregoing, leaving such equipment in the Shul, whether or not locked, or with the Renter's food purveyor at the conclusion of the Event will not be deemed a return.
18. **Garbage Removal:** All garbage must be properly bagged and left in the garbage dumpster outside the Shul.
19. **Repairs:** If there is damage to Beth Aaron, its facilities or equipment caused by Renter, Renter's guests, invitees, employees, workers, agents or contractors, Renter will be responsible for all of Beth Aaron's costs incurred to repair the damage.
20. **Settlement and Return of Deposit:** Any additional charges (e.g. for additional cleanup, damages to equipment or damages to the Shul) will be paid by Renter promptly upon receipt of Beth Aaron's invoice. Beth Aaron may offset any such charges against the Deposit, and invoice Renter for any excess. Beth Aaron will return any unapplied portion of the Deposit within reasonable time after Renter's request following completion of all post-Event cleanup and equipment removal.
21. **Indemnification:** Renter agrees to indemnify, defend and hold harmless Beth Aaron and its officers, members, employees and agents (collectively the "Congregation") from and against any and all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Congregation, in connection with loss of life, personal injury and/or damage to property, arising out of the Event (including from the use or service of any alcoholic beverages at the Event), a breach of this Agreement, or the use of the Shul and its facilities by Renter, its guests, invitees, employees, workers, agents or contractors.
22. **No Liability:** Renter agrees that the Congregation shall not be liable for any damage or injury (including, without limitation, property damage and bodily injury) that may be sustained by Renter, its guests, invitees, employees, workers, agents, contractors or any person claiming under or through Renter, relating to or arising from the Event or use of the Shul and its facilities. The Congregation shall not be responsible for damage to or loss of personal property brought into the Shul or stored at the Shul in connection with the use of the Shul for the Event.
23. **Insurance:** Beth Aaron shall be included as additionally insured in the insurance certificate by the approved caterer. Beth Aaron shall be identified and a copy of the certificate shall be provided to Beth Aaron.

24. **Youth Supervision:** At all Bar and Bat Mitzvah parties, and any other youth party, Renter shall provide one or more persons age 16 or over for every 25 children in attendance to ensure that all children are supervised at all times.
25. **Additional Rules:** Beth Aaron may adopt Additional Rules and Regulations for a specific Event, as deemed appropriate by Beth Aaron in its sole discretion.
26. **Dispute Resolution:** In the Event of any dispute, the undersigned submits to arbitration before an Orthodox Jewish Beit Din (Rabbinical Court) designated under the auspices of the Rabbinical Council of Bergen County or, if it is agreed to by Beth Aaron, any other Orthodox Jewish Beit Din.

Accepted By:

Renter	Congregation Beth Aaron
Signature of Renter	Signature of Beth Aaron
Print Name	Print Name
Date	Date

INDIVIDUAL USE RENTAL APPLICATION

Date of Event: _____ Expected Number of Participants: _____

Time of Event (5 Hour Maximum): From _____ to _____

Type of Event: _____

Name of person making reservation: _____

Name of Organization, if applicable: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Caterer will set up on: _____

Food Purveyors: _____

Food Purveyor's contact and phone number: _____

Caterer's Insurance (if Caterer will be on-site): _____

Florist: _____

(a) Room Rental Fee:\$ _____

(b) A/V Equipment Rental Fee (if any \$50):\$ _____

(c) Deposit: _____ + **\$ 300.00**

TOTAL DUE ((a) + (b) + (c)): \$ _____

Portion due with reservation: \$300

Balance due not less than 7 days prior to event, or with reservation, in the case of a Brit: \$ _____

RENTAL FEE SCHEDULE*

	MEMBER	NON-MEMBER
<u>SHABBAT/YOM TOV</u>		
Social Hall - Single (e.g., Shabbat Lunch)	\$600	\$750
Social Hall - Double (e.g., Shabbat Dinner and Lunch)	\$750	\$900
Social Hall - Triple (e.g., all three Shabbat Seudos)	\$825	\$1000
Lower Level Room - Single	\$350	N/A
Lower Level Room – Double	\$450	N/A
Lower Level Room – Triple	\$550	N/A
<u>Other Days</u>		
Social Hall – Per Event	\$800	\$1000
Lower Level - Per Event	\$400	\$550
Social Hall Brit Rate	\$675	\$725
Audio Visual Equipment (Appendix I)	\$50	\$50

*Beth Aaron does not currently charge an additional rental fee for use of the Shul kitchen by a Renter's approved food purveyor. Such use is conditioned on the renter or purveyor's having retained an approved Mashgiach, which will involve an additional expense not paid to the Shul.

Appendix I – Audio Visual Equipment Rented