

# CONTRACT

## Kemp Mill Synagogue

### Agreement for Use of Synagogue Facilities

Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Time(s) of Event: \_\_\_\_\_

As a condition for the use of the Kemp Mill Synagogue (“KMS”), building for the above described Event, the sponsoring organization or person (“Sponsor”) agrees to the following terms and conditions:

1. KMS, in consideration of the stipulated payments and fees, agrees to use of the following facilities for the purpose specified above on the date and time listed, for approximately \_\_\_\_\_ persons. **Should additional rooms be opened during the event, the Sponsor will be liable for the rental cost of those additional rooms.**

- |  |  |
|--|--|
| <input type="checkbox"/> Social Hall   | <input type="checkbox"/> Classroom D                             |
| <input type="checkbox"/> Sanctuary     | <input type="checkbox"/> Classroom E (can add on to Social Hall) |
| <input type="checkbox"/> Meat Kitchen  | <input type="checkbox"/> Classroom F (can add on to Social Hall) |
| <input type="checkbox"/> Dairy Kitchen | <input type="checkbox"/> Youth Beit Midrash (downstairs)         |
| <input type="checkbox"/> Upper Lobby   | <input type="checkbox"/> Beit Midrash (upstairs)                 |
| <input type="checkbox"/> Lower Lobby   | <input type="checkbox"/> Upper tent                              |
| <input type="checkbox"/> Classroom C   | <input type="checkbox"/> Lower tent                              |

Total Rental Fee: \$ \_\_\_\_\_

Security Deposit: \$300 (a separate check payable to KMS, to be held and returned if no damage is incurred)

2. Sponsor will comply with all **kashrut and Shabbat/Holiday observance rules** required by the Rabbi of KMS, including but not limited to the following: the Sponsor will ensure that all food and beverages brought into the synagogue are purchased from a vendor approved by the Rabbi of KMS; that there will be a Kashruth food supervisor approved by the Rabbi of KMS for all food and beverages used in the synagogue; that all storage and consumption of food and beverages will be restricted to areas designated by the Synagogue; that no deliveries of foods, beverages, flowers, etc. may be made after noon (12:00pm) Friday or on Shabbat or holidays. **All deliveries must be coordinated with the KMS office**, including all retrieval of items following Event. It is the responsibility of the Sponsor to coordinate with the KMS office regarding availability of the facility and its spaces; including oven usage and storage for the day of and prior to the scheduled event.
3. Sponsor(s) shall ensure that the **activities of the Event will comply with the tenets of Orthodox religious observance** as determined by the Rabbi of KMS. Any questions regarding the scope of this provision shall be submitted to the Rabbi of KMS **two months prior to the date of the Event**.
4. **Use of the kitchen for cooking purposes:** Users of the kitchen, including event caterers, will be fully responsible for ensuring the kitchen is left in a clean condition, with dishes and utensils put away, stoves, sinks and surfaces cleaned, and the faucets and gas mains turned off. All trash must be bagged, tied, and placed in a dumpster. Sponsors will comply with all other Kitchen Policies. See attachment.
5. **Reservations are taken on a first come, first served basis, and are secured with a 50% non-refundable deposit, which is due along with this signed contract prior to the Event.** The balance of

the facility charges and other fees is due no later than two weeks following the date of the above described Event. Deposits are non-refundable. Failure to make a deposit or to pay all the rental charges and other fees when due will result in the loss of the reservation. **Placing a deposit only holds the date requested and reserves the facilities. All other fees will be at the prevailing rates at the time the charges and fees are paid. This Contract shall be deemed ratified only when the deposit is paid, and a signed copy of this Agreement is returned to the Sponsor.**

6. The Sponsor agrees to abide by the laws and ordinances of the State of Maryland and Montgomery County. Sponsor and its vendors are responsible for all permits and licenses required for the function.
7. The Sponsor will ensure that all its invitees, vendors and contractors to the above described event will treat the synagogue premises and facilities with all due care and behave in a manner appropriate for a house of worship. The Sponsor will be fully responsible and liable for all damage to person or property caused by the use of the Synagogue by Sponsor, its guests, vendor, contractors, or its invitees. Damage to person or property includes but is not limited to injury to members of the Sponsor's group or any other person; damage to or loss of synagogue property; and damage to the property of the Sponsor or group members, or third parties. Sponsor agrees to indemnify and hold harmless KMS, its officers, Board members, employees and contractors from all liability and claims, including reasonable attorney's fees, arising as a result of the Sponsor's Event.
8. KMS will not be responsible for any costs or damages incurred by Sponsor or others, if Sponsor's use of the premises or facilities is delayed, canceled, or terminated by matters beyond the control of KMS, including damage to the building, power or other utility failure, strikes, inclement weather, or other force majeure events. Irrespective of the cause of delay, cancellation or termination, KMS will not be liable for indirect or consequential damages incurred by Sponsor or others.
9. IF APPLICABLE, THE APPLICANT'S KMS MEMBER ACCOUNT MUST BE CONSIDERED IN GOOD STANDING ON THE DATE THIS CONTRACT IS SIGNED, OR KMS RESERVES THE RIGHT TO CANCEL THE EVENT WITHOUT COST OR LIABILITY TO KMS.
10. **Any Kiddush the Sponsor has must include the entire shul.**
11. Sponsor understands that KMS may amend the Kiddush Policies and Fee Schedules from time to time. Sponsor agrees that the Fee Schedules in effect at the time of the Event shall be binding on Sponsor.
12. The applicant agrees to make a 50% deposit on his payment in the sum of \$\_\_\_\_\_ at the time of the execution of this agreement, and to pay the balance of \$\_\_\_\_\_ not later than 2 WEEKS following the event (3 days prior to a BRIS). It is further agreed and understood that KMS reserves the right to retain in full the advance payment made by the applicant in the event that the function is canceled by the applicant for any reason whatsoever.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Executive Director  
Kemp Mill Synagogue

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Printed Name of Sponsor

50% deposit for rent of facility \$ \_\_\_\_\_

Security Deposit: \$300

\_\_\_\_\_  
Sponsor's Address

Balance due 2 weeks after event: \$ \_\_\_\_\_