

Congregation Rinat Yisrael
389 West Englewood Avenue
Teaneck, NJ 07666
201-837-2795
rental@rinat.org

Facilities Rental Agreement

Thank you for choosing to hold your function at Congregation Rinat Yisrael (“Rinat”). This Agreement sets forth the terms and conditions of your rental. By signing this Agreement, you agree:

- (1) to reserve the use of Rinat’s facilities for the purpose and at the times set forth below;
- (2) to pay the fees and security deposit for your rental as per Rinat’s schedule of fees for facilities rentals and as communicated to you;
- (3) to abide by the **Rules and Regulations** attached to this Agreement as **Exhibit A**;
- (4) to abide by the **Policy Regarding Shul Reservations** attached to this Agreement as **Exhibit B**; and
- (5) to use only a caterer that is on Rinat’s **Approved List of Caterers** (except in limited circumstances described in under “Drop Off Food Service” in Exhibit A). The approved list of caterers as of the date of this Agreement is attached to this Agreement as **Exhibit C**.

Please complete all information requested below and return this completed Agreement to the Rinat office together with a down payment of \$500 (or the entire cost of the rental should the price be less than \$500). This Agreement will be binding only when the deposit has been received by Rinat and it has been counter-signed by a Rinat representative. If you have any questions, please contact the Rinat office.

Name: _____

Address: _____

Telephone: Day: _____

Evening: _____

Cell: _____

Email: _____

Membership: Are you a Rinat member? ____ Affiliate? ____

Note: Only Rinat members and affiliates are permitted to rent the Rinat facility. If you are not a Rinat member or affiliate, please contact the office to become a member or affiliate.

Caterer: _____

Type of function / description of use: _____

Note: If you renting space for multiple dates and times, please indicate separately below the date(s) and hours and number of people for each intended use (e.g., please indicate separately if you are renting for a Friday night meal, a Shabbat morning Kiddush, a Shabbat afternoon meal and/or a Shabbat afternoon Seudah Shlishit).

	<u>Space to Be Rented</u>	<u>Date(s) and Hours of Use</u>	<u>Number of People</u>
<input type="checkbox"/>	Full Social Hall	_____	_____
		_____	_____
		_____	_____
<input type="checkbox"/>	Half Social Hall	_____	_____
		_____	_____
		_____	_____
<input type="checkbox"/>	Classroom(s)	_____	_____
<input type="checkbox"/>	Kitchen	_____	_____
<input type="checkbox"/>	Upper Level Pre-Function Area	_____	_____
<input type="checkbox"/>	Lower Level Pre-Function Area	_____	_____
<input type="checkbox"/>	Dance Floor (available only with Full SH rental)		
	<input type="checkbox"/> 20x20		
	<input type="checkbox"/> 20x30		
	<input type="checkbox"/> 20x40		
<input type="checkbox"/>	Audio/Visual Equipment		
<input type="checkbox"/>	Sukkah	_____	_____
<input type="checkbox"/>	Parking Lot (for event space)	_____	_____
<input type="checkbox"/>	Main Sanctuary	_____	_____
<input type="checkbox"/>	Beit Midrash	_____	_____

Note: Rental of the Rinat facility does NOT entitle you to hold religious services or use Sifrei Torah. ANY religious service on premises must be approved in advance by the Gabbai.

Special Requirements (e.g., early entry needed for decoration or storage; refrigerator truck; deliveries (such as flowers), coat check or additional rooms; special equipment, including by photographer, band, performers, etc.):

Rinat does not represent or warrant that you will be the only occupant or renter of the facility before, at the time of or after your rental. Specifically, you acknowledge that (i) other Rinat activities (such as *minyanim* or classes) or other rentals in spaces not reserved by you may take place in other locations of the Rinat premises concurrent with your rental and (ii) other Rinat activities (such as *minyanim* or classes) or other rentals in the spaces or spaces reserved by you may take place before or after your rental.

By signing below, you acknowledge that you have read this Agreement (including all of the Exhibits to this Agreement and including the indemnity and release of liability in Exhibit A, the policy in Exhibit B pursuant to which reservations may be displaced even after this Agreement has been signed, and the rules in Exhibit B for resolving conflicts) and you agree to abide by all of the terms of this Agreement. This Agreement may be terminated by Rinat at any time in the event of your failure to abide by any of the terms of this Agreement.

Renter: _____

Print Name: _____

Date: _____

Accepted on behalf of Rinat:

By: _____

Date: _____

Total Rental Fee: _____

Amount and Date of Down Payment Received: _____

Amount and Date of Balance of Fees (if any) Received: _____

Amount and Date of Security Deposit Received: _____

**CONGREGATION RINAT YISRAEL
FACILITIES RENTAL AGREEMENT**

RULES AND REGULATIONS

Rental Fee: A \$500 down payment (or the entire cost of the rental should the price be less than \$500) must accompany this Agreement. The rental fee must be paid in full at least thirty (30) days prior to the date of your event.

Cancellation/Forfeiture of Deposit: You may cancel your reservation after it has been signed and delivered by Rinat subject to the following terms: If you cancel your reservation more than 180 days before the date of your scheduled event, your deposit will be returned in full. If you cancel your reservation during the period that is between 180 days and 90 days before the date of your scheduled event, you will forfeit *one-half* of your deposit. If you cancel your reservation fewer than 90 days before the date of your scheduled event, you will forfeit your *full* deposit.

This Agreement may be cancelled by Rinat at any time prior to the date of your scheduled event if you are no longer a member (or affiliate member) in good standing of Rinat.

Use of Facilities: You may use only those portions of the Rinat building expressly reserved in this Agreement. Rental of a portion of the Rinat building does not entitle you to use any other portions of the Rinat building or property.

Parking: Your guests or workers must obey all posted parking regulations on the streets near and around Rinat (including, without limitation, no parking in front of the fire hydrant in front of Rinat, in front of the neighbors' driveways or in any way that violates other parking restrictions). Your guests or workers may *not* park cars or other vehicles (including refrigerator trucks or other equipment) in the Rinat parking lot or directly in front of Rinat on Shabbat or Yom Tov, except with prior agreement with the Rinat office.

Additional parking may be available, upon request of the Teaneck Board of Education, at the Whittier School, approximately two blocks to the west of Rinat. Please contact the Rinat office if you wish to make such arrangements, and we will inquire as to availability on your behalf. Hiring of a valet service to shuttle cars to and from the Whittier School is your sole responsibility. Rinat does not guarantee that this option will be available for any specific event. Rinat assumes no responsibility for damages should the Renter elect to use this option.

Deliveries and Storage: All deliveries prior to an event must be coordinated with the Rinat office and may be made only at the convenience of the Rinat staff. Rinat is not responsible for items delivered in advance of an event. There is very limited capacity to store items in the Rinat building prior to an event. Rinat may be able to accommodate some storage upon request, but charges may be imposed for such storage at the discretion of the Rinat office.

Tents: No tents or other structures may be erected on the Rinat premises or grounds, without the prior consent of Rinat and the approval of the Teaneck township authorities.

Tables and Chairs: A plan detailing the layout of tables and chairs (and indicating whether the dance floor will be required and the size thereof) must be submitted to the Rinat office at least two (2) weeks prior to your event. Rinat has a limited number of tables and chairs that may be used in the Social Hall for any event. Any additional tables and chairs are your responsibility.

Dance Floor: The dance floor is available only with rental of the entire Social Hall, and may be located only in the center of the Social Hall. The width must be 20 feet. The length may be 20 feet, 30 feet or 40 feet.

Audio/Visual Equipment: Rinat can make available, by prior arrangement, audio/visual equipment in the Social Hall. You may not operate the equipment; Rinat will supply an operator for the equipment as needed. All use of audio/video equipment with the exception of microphones shall require pre-testing with Rinat staff, to ensure compatibility between Renter's requirements and Rinat equipment. Pre-testing shall take place at a mutually convenient time, at least five (5) business days prior to the event. Because of the vast number of potential system configurations, Rinat does not represent or warrant that Rinat's system will satisfy your requirements. Under no circumstances will Rinat be responsible for failure of the audio/visual system, with or without pre-testing.

Decorations: No decorations may be attached to any ceilings or walls.

No Smoking: Smoking is not permitted anywhere in the Rinat building or on Rinat property.

No Violation of Halacha: The Rinat property may not be used for any event or activity which is not in compliance with Halacha as determined by the Rinat Rabbi. Mixed dancing is expressly prohibited. Any activity or event which is questionably in compliance with Halacha must be submitted to the office and approved by the Rabbi prior to the activity or event taking place.

Religious Services: No religious services or use of any Sefer Torah may take place without the express prior permission of the Rinat Gabbai. No precedent or prior event at Rinat may be relied on as evidence of constructive consent, and no such constructive consent is hereby provided.

No Illegal Use: The Rinat property may not be used for any event or activity which is illegal, dangerous, hazardous or otherwise not in compliance with government laws, rules, codes and regulations.

You must comply with all applicable laws and regulations governing occupancy of the Rinat building. Maximum legal occupancy is as follows:

	No seating/SRO	Chairs only	Tables and Chairs
Social Hall:	800	680	270
Half Social Hall:	400	290	135
Double Classroom:	148	105	49

Caterers and Other Service Providers: Kitchen utensils and equipment may not be used, and no food may be brought into Rinat, except by caterers on Rinat's approved list (and except as set forth below under "Drop Off Food Service"). The approved list of caterers sets forth those caterers that have permission to provide services in the Rinat building, and does not constitute a recommendation by Rinat of any particular caterer or a warranty of such caterer's service. Only one caterer may provide services at Rinat on any given Shabbat or Yom Tov (i.e. Rinat will not allow multiple caterers to use the facility concurrently on Shabbat or Yom Tov). On a weekday on which more than one event is scheduled, multiple caterers may be engaged provided that acceptable arrangements are made in advance with Rinat, at Rinat's sole discretion.

Any other provider of services at an event, such as photographers, florists, musicians and entertainers, shall do so pursuant to written agreements between you and such service providers. You shall be solely responsible for the acts and omissions of all such service providers while at Rinat. Rinat reserves the right to exclude from the Rinat property any service provider that is not in keeping with Rinat's standards, and it is your responsibility to confirm in advance with the Rinat office that all such service providers are acceptable to Rinat.

You may provide coat check service for your guests. Rinat does not provide personnel or materials for coat check service and does not accept any responsibility for any lost or stolen items.

Drop Off Food Service: Drop off food service is not permitted in the Rinat building except as set forth in one of the two following paragraphs. In all cases (whether with or without use of kitchen), you must provide all paper goods, utensils and supplies, and you are responsible for all cleanup and to leave the rented space in the same condition as it was prior to your rental. Please note that Rinat maintenance staff and personnel are neither responsible nor available for cleanup (other than vacuuming carpets, moving tables and chairs and removing the dance floor). Rinat will supply garbage cans and garbage bags to assist you with your cleanup.

1. **No Use of Kitchen:** Drop off food service is permitted with **NO ACCESS TO, OR USE OF, THE KITCHEN**. This includes the kitchenette in the Youth Wing. No *mashgiach* is required by Rinat when the kitchen is not being used.
 - A. If the number of guests is fewer than 100, food may be supplied by any caterer on Rinat's approved list (Exhibit C) or other non-caterer supplier with a *hashgacha* acceptable to Rinat, at Rinat's sole discretion.
 - B. If the number of guests is greater than 100, the food must be supplied by a caterer on Rinat's approved list (Exhibit C).
 - C. Regardless of the number of guests (i.e. even if the number of guests is greater than 100), if only light beverages (non-alcoholic), small pastries, fruit platters and/or packaged snacks are to be provided, food may be supplied by any caterer on Rinat's approved list (Exhibit C) or other non-caterer supplier with an appropriate *hashgacha* acceptable to Rinat, at Rinat's sole discretion.
2. **With Use of Kitchen:** Drop off food service is permitted **with use** of the kitchen for any event provided that (1) food is supplied by a caterer on Rinat's approved list (Exhibit C); and (2) food servers must be professionals.

Noise: When preparing for an event and during the event, you and your caterer and other service providers shall use your and their respective best efforts to minimize noise, disturbances and interference with the *minyanim* and other activities that may be concurrently taking place in Rinat.

Youth Supervision: At all Bar and Bat Mitzvah parties, and any other youth party, Renter shall provide at least one person age 18 or over (i.e. a "chaperone"), who is not an invited guest at the event, for every 25 children in attendance to ensure that all children are supervised at all times. The names of the supervisors must be provided to the Rinat office at least two (2) weeks prior to the event. In the event Renter does not provide the names of duly designated chaperone(s), Rinat reserves the right to contract with an appropriate number of chaperones at Renter's expense. In all cases, you are responsible for any damage to the building or facilities caused by guests or workers.

End of Event: YOU MAY NOT LEAVE THE RINAT BUILDING UNTIL ALL GUESTS HAVE DEPARTED. All evening events must end, and all guests must depart the building, no later than 12:00 midnight. Your caterer must clean up and vacate the building, and lights must be extinguished within thirty (30) minutes after the end of the event, but in no event later than 12:30 am. Please note that time restrictions are imposed by the Township.

Unless permission has expressly been granted by Rinat, you shall have no right to extend the event beyond the time period for which facilities have been reserved under this Agreement. You acknowledge that there may be another event scheduled at Rinat after your event, and you shall be responsible for any losses suffered by Rinat or by another renter if your event extends beyond the reserved time without permission. If you use any facilities beyond the time period reserved under this Agreement, whether or

not with permission of Rinat, you shall in all events be responsible to pay an additional fee for such extended use in accordance with the Schedule of Fees that is part of this Agreement or as otherwise reasonably determined by Rinat.

Clean up; Security Deposit: Within thirty (30) minutes after the end of the event (or the end of Shabbos or Yom Tov, if later):

All food, utensils, and equipment which do not belong to Rinat must be removed from Rinat.

All refrigerators, freezers, warming cabinets, sinks and ovens, used in connection with the event, must be emptied and cleaned.

All garbage must be properly bagged, and placed in the garbage dumpsters outside Rinat. All boxes must be collapsed and inserted into the dumpsters.

All chairs and tables must be reset, in the manner found prior to the event (the dance floor will be dismantled by Rinat staff).

All floors must be swept and mopped, as appropriate, and all facilities (including carpets) must be left in substantially the same condition in which they were found at the beginning of the rental.

In addition to the rental fee payable under this Agreement, you shall pay (at least 30 days prior to the date of rental) to Rinat together with the balance of the rental fee a security deposit in the amount of \$500. If any cleaning, repair or replacement of property is required, or if any costs are incurred by Rinat or to the Township of Teaneck, to neighbors or to others by reason of your use of the building, the cost thereof shall be deducted from the security deposit. If the amount of the security deposit is not sufficient to pay such costs, you shall remain liable for the balance and shall pay all such amounts within ten (10) days after demand. The security deposit, less any amounts so incurred, shall be returned to you within thirty (30) days after the event.

Force Majeure. Rinat shall not be liable for any loss, damage or delay caused by strikes, picketing, mayhem, labor disturbances, riots, fires, explosions, sabotage, flood, accident, war, insurrection, terrorist attack, the elements, embargoes, failure of postal carriers, inability to obtain materials, government regulations or requirements, compliance with any order, direction or request of a court, governmental department or agency, acts of God or the public enemy or any cause beyond its control whether or not similar to the foregoing.

Indemnity and Release: Rinat shall have no obligation to you other than to make available the applicable portions of the building as set forth in this Agreement. Rinat makes no warranties or representations, express or implied, with respect to the building or your intended use thereof. Rinat does not and will not supply or provide security services for or during your rental, and you acknowledge and agree that Rinat shall have no liability for any bodily injury, death of any person or damage to any personal property caused by any third party during or in connection with your rental of Rinat's facility.

You shall indemnify, defend and hold harmless Rinat and its officers, members, employees and agents (collectively the "Rinat Parties"), 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 Rinat Parties, in connection with loss of life, personal injury and/or damage to property, arising out of or relating to any act, conduct or omission of Renter, its guests, invitees, employees, agents or contractors (including all persons or entities providing services at an event, whether or not pursuant to written contract), in connection with or arising out of your use of Rinat in connection with the even described in this Agreement.

You agree that the Rinat Parties shall not be liable for any damage or injury (including, without limitation, property damage and bodily injury) which may be sustained by you or any person claiming under or through you, as a consequence of the failure, breakage, leakage or obstruction, of the water, plumbing, gas, sewer, electric ventilating, heating, air conditioning, sprinkler or other systems, or the roof, drains, leaders or gutters; or by reason of the elements; or resulting from the acts, conduct or omissions on the part of the Renter or its guests, invitees, employees, agents or contractors or on the part of any caterer or service provider engaged by you to supply food or services at Rinat.

**CONGREGATION RINAT YISRAEL
FACILITIES RENTAL AGREEMENT**

POLICY REGARDING SHUL RESERVATIONS

Reservations Policy:

1. Reservations will be accepted only from full members and affiliate members who are currently in good standing, as determined by the Financial Arrangements Committee of Rinat.
2. Reservations by full members for a simcha in a particular minyan and/or the Social Hall will be accepted beginning two (2) years prior to the planned event; however, reservations will not be finalized until eighteen (18) months prior to the event. An “open booking” period will exist from two (2) years until eighteen (18) months prior to the event during which no priority will be given to the first member to make a reservation.
3. Reservations by affiliate members for a minyan and/or the Social Hall will be accepted beginning twelve (12) months prior to the planned event. An affiliate member may, however, be bumped by a full member up to six (6) months prior to the event.
4. Reservations by communal organizations will be accepted at the discretion of the President of the Rinat.
5. No reservation is considered finalized until confirmed as such by the Rinat office manager and the required deposit has been paid.
6. Reservation of a particular minyan for a simcha entitles the member to preferential treatment in the allocation of kibbudim at that minyan, as further discussed below. Reservation of a particular minyan for a simcha does not, however, give the right of the Ba’alei Simcha to exclude events at other minyanim.
7. Reservations for the Social Hall must specify whether the full hall or half of the hall is required. If only half of the hall is rented, a dividing wall will be set up. If the expected size of the simcha/event exceeds the capacity of half of the hall, the entire hall must be rented.
8. If the use of either the Main Sanctuary or Beit Midrash is needed, such use must be reflected in the rental agreement. Rental of the Social Hall does not presume that use of the Main Sanctuary or Beit Midrash will be needed.
9. In situations when two or more conflicting reservations have been made, please see the Conflict Resolution section below.

Kibbudim Policy:

1. Allocation of all kibbudim are under the purview and discretion of the Gabbai Rishon and may be delegated to the minyan Gabbai, with the Rabbi providing all halachic decisions regarding priority/kadimah.
2. Every attempt will be made to satisfy the requests of the Ba’alei Simcha along with the needs of the other mitpallelim at the minyan.
3. Bar Mitzvah: Subject to accommodating halachic chiyuvim, every attempt will be made to ensure that the family receives at least three aliyot, laining and maftir. Additional kibbudim are at the discretion and accommodation of the Gabbai.
4. A family celebrating a Shabbat Bat Mitzvah: Subject to accommodating halachic chiyuvim, every attempt will be made to ensure that the family receives at least two aliyot. Additional kibbudim are at the discretion and accommodation of the Gabbai.
5. Kibbudim for halachic chiyuvim take precedence over additional requests of the Ba’alei Simcha. These include a Chatan at his aufruf, a father of a newborn baby, a Sandek, a Mohel, someone commemorating a yahrtzeit and a Bar Mitzvah.

6. Any remaining kibbudim, after all chiyuvim have been accommodated, will be available to the Ba'alei Simcha, subject to the Gabbai's discretion. The Gabbai will attempt to satisfy all reasonable requests of the Ba'alei Simcha.
7. The Gabbai will have final discretion as to how kibbudim are ultimately divided and as to whether it is appropriate to give any kibbudim to others (e.g., someone returning from an illness, a "chashuv" guest, recently engaged chatan, the family of a bat mitzvah, etc.). As part of this discretion, the Gabbai may postpone a chiyuv's aliya to mincha. A member who has yartzheit on the following Monday or Thursday, or on any weekday on which there will be laining, may be approached to give up his Shabbat aliyah as he will be getting an aliyah bo-bayom.
8. Maftir for Parshat Zachor, Shabbat Hagadol, Shabbat Chazon and Shabbat Shuva may be given to a Bar Mitzvah in the Main Sanctuary minyan only if the Rabbi is mochel.
9. No hosafot will be made. If the family making the simcha is comprised of Kohanim or Leviim, a single hosafa may be made at the discretion of the minyan Gabbai.
10. Maftir may not be given to a non-member.
11. Allocation of available kibbudim among multiple Ba'alei Simcha is addressed below.

Conflict Resolution: When two or more conflicting reservations have been requested:

1. We encourage open constructive dialogue among the Ba'alei Simcha to resolve any conflicts. Our strong preference is that the parties work together to satisfy the legitimate needs of all concerned.
2. A full member in good standing has precedence over affiliate members until six months prior to the affiliate member's simcha.
3. A full member and affiliate member have precedence over a communal organization until ten (10) weeks prior to the organization's event.
4. If there is a conflict between two full members or between two affiliate members, the following procedure shall be followed to resolve the conflict:
 - a. Unless there is a halachic issue, the Rabbi is not to be approached to resolve a conflict.
 - b. The Ba'alei Simcha are required to meet and discuss their needs and circumstances with each other and are encouraged to work out the conflict among themselves without synagogue mediation.
 - c. If the conflicts cannot be resolved by the Ba'alei Simcha, the President shall meet with both parties and try to reach a resolution.
 - d. If a mediated solution cannot be reached, the President shall review the relative merits of each party to resolve the conflict. The President, following review of the Executive Board, shall have the authority to make a binding decision.
 - e. If, following review, a decision is not reached, the conflict will be decided by lottery.

Smachot That Arise After a Finalized Reservation:

After a reservation has been finalized for the Social Hall or for a specific minyan, other smachot may arise (e.g., aufruf, brit milah, baby naming, Bar/Bat Mitzvah of a new member, etc.).

1. Use of the Social Hall will remain with the original reservation.
2. While it is strongly encouraged that consideration be given to the original Ba'alei Simcha, any other Ba'al Simcha member or affiliate member (Chatan, father of newborn baby, Bar Mitzvah, etc.) has the right to daven at the minyan of his choosing. The Gabbai may strongly encourage the "new" Ba'al Simcha to attend another minyan.
3. As stated above, all kibbudim are at the discretion of the Gabbai.
4. In the event of multiple smachot at a particular minyan, after all chiyuvim are addressed in accordance with halachic priority (including the Bar Mitzvah, chatan, father of newborn baby, sandek, mohel, and any yahrtzeits), all remaining kibbudim will be divided among the Ba'alei Simcha. For any Bar Mitzvah, laining and maftir will remain with the person who made the initial

reservation. Every effort will be made to provide the family with the initial minyan reservation at least two aliyot (plus the Bar Mitzvah) and general preference.

5. Rinat encourages all Ba'alei Simcha to join together in any kiddushim after davening. The member or affiliate member with the initial reservation is not, however, obligated to change his or her plans in any way.

General Notes:

1. This policy shall not create any obligation on behalf of Rinat and may be modified at any time at Rinat's discretion without prior notice. Interpretations of this policy shall be the responsibility of the President, in consultation with appropriate members of the Executive Board.
2. All rules regarding conflicts listed above shall also apply to weekday events.
3. While this policy generally refers to smachot, these rules are intended to cover all use of the Shul and Social Hall.
4. Only one caterer may provide services at Rinat on any given Shabbat or Yom Tov (i.e. Rinat will not allow multiple caterers to use the facility concurrently). On a weekday on which more than one event is scheduled, only one caterer may be engaged for all of the events occurring on such day unless special arrangements are made.

This policy shall be posted on the synagogue website, and a copy of this policy will be delivered to all persons applying to reserve the synagogue for an event.