

T E M P L E
SOLEL
AGREEMENT FOR USE OF FACILITIES

This Agreement for Use of Facilities (this "Agreement") is entered into by and between Temple Solel and the individual or organization described below, (hereafter referred to as "Host"), and is effective as of the date that the Agreement is co-signed by Host and Temple Solel. If a group is the Host, then the person signing this Agreement on behalf of such Group represents and warrants that He/She has the authority to bind such group to the terms and conditions herein.

TERMS AND CONDITIONS OF USE

I. CATERING POLICY

- a. Temple Solel requires all approved Caterers to be licensed, insured, and hold a current food service worker license required by Maricopa Health Department. All Caterers must provide Temple Solel with a Certificate of Liability Insurance with a minimum coverage of \$1,000,000 million including worker's compensation, naming Temple Solel as additional insured.
- b. Temple Solel will keep on file a certificate of insurance from our panel of caterers.
- c. The caterer is responsible for kitchen clean up leaving kitchen ready for next use.
- d. Temple Solel will provide a dishwashing machine to wash the dishes, silverware, and glasses (all must be cleared, bussed, washed, dried and put away by the catering staff).
- e. Temple Solel's kitchen is Kosher-Style under Reform Judaism guidelines. This means that NO function at Temple Solel, whether communal or private, may serve:
 - i. Shellfish.
 - ii. Pork products.
- f. Temple Solel aims to practice a nut free policy. We do not allow nuts or nut products in our facilities.

2. ALCOHOL POLICY

- a. All local and state laws and regulations concerning the use, sale, and serving of alcoholic beverages will be strictly enforced. No alcohol may be served to minors.
- b. When anyone serves alcohol, they must have liquor liability insurance. If alcohol (including beer, wine and spirits) will be served, then caterer's, or other vendor's General Liability Insurance must include Liquor Liability Insurance.
- c. No open bottles of alcoholic beverages are permitted to leave Temple Solel's buildings or grounds, or be accessible to guests under age 21 at any time.
- d. If alcohol is served at an event, police officers are required.

3. AUDIO/VISUAL POLICY

- a. Orchestras and DJs must provide their own equipment, instruments, and amplification systems.
- b. All music must be stopped by 11:30 pm per the ordinance of the Town of Paradise Valley.
- c. All lighting and stage equipment must be set up under the supervision of the maintenance staff and may be used only when approved by Temple Solel staff. Permission to bring in special equipment for any function must be obtained from the staff in advance.

4. VENDOR POLICY

- a. Host is responsible for retaining, paying and entering into a written Agreement with each of its vendors; Temple Solel shall not be liable to host for the performance or non-performance of any obligation of any vendor (including, without limitation, any preferred caterer) under hosts Agreement with such vendor.
- b. Host will furnish to Temple Solel the completed vendor list 2 weeks before the event.

5. SECURITY SERVICES POLICY

- a. Temple Solel requires security for all functions. Guest security is the utmost importance to Temple Solel and is required at all events.
 - i. Additional police officers and/or security guards are required when any alcohol is served at an event and/or the number of guests exceeds 100.
- b. All exterior doors must be closed at all times.
- c. All exit doors must be left unobstructed.
- d. Minors should not be left to roam freely outside the rented area.
- e. Guests may only enter and exit through the front entrance. The side exits are for emergencies only.

6. FACILITIES ACCEPTED AS IS AND EQUIPMENT USAGE

- a. The items included for use with rental of the facilities are the temple Chuppah, the temple's tables and chairs, dance floor, with the use of approved DJ, a screen, projector, microphone, and with the use of an approved caterer, the temple's silverware, dishes, and glasses.
- b. An individual or organization using the temple's facilities assumes the sole risk for any of the user's property stored or used on the temple's premises. By its use thereof, host agrees that, Temple Solel and its agents shall be free from any liability for loss or damage.
- c. All approved equipment brought onto the premises for a meeting or event must be removed within one hour of the contracted event end time, or be subject to overtime or storage charges, unless prior written authorization for an extension of such time is provided to the temple.

7. TEMPLE FACILITY RULES

- a. Use of the facilities of the temple shall conform to the dignity, propriety, spirit and atmosphere of a house of worship. A temple representative may be present at any function, and retains the right to check compliance with this Facilities Use Guide, the Facility Use Agreement and take immediate action to correct any non-compliance, including requiring any person to leave the premises because of unseemly conduct or non-compliance.
- b. Temple Solel is not responsible for the loss or theft of any personal property.
- c. Smoking is not permitted in the temple buildings at any time.
- d. Cars may be parked in the parking lot only. Temple Solel is not responsible for any vehicles parked on our premises.
- e. If special wiring and equipment is to be used, arrangements must be made in advance with temple.
- f. No rearrangement of furniture, fixtures and equipment of the temple, other than tables and chairs, shall be made.
- g. The following are not allowed at any time:
 - i. Live animals, birds, or fish (except for animals trained for individuals with disabilities)
 - ii. Glitter and/or confetti may not be used.
 - iii. Candles used as decoration must be contained within glass containers and placed on non-porous surfaces.
 - iv. Special effects without prior approval of the temple. No smoke or fog machines are allowed at any time.
 - v. Any decorations or floral arrangements that are not freestanding; posters, decorations, or lights affixed to the walls, ceiling, fixtures, or temple furniture.
 - vi. No firearms, firecracker or anything that endangers guests may be brought onto Temple Solel's grounds.
 - vii. Adjusting of thermostats by anyone other than facilities staff (Requests for changes in temperature must be referred to facilities staff).
 - viii. Use of Temple kitchen that has not been pre-arranged by contract.
 - ix. Nails, staples, tape or similar fasteners are not to be used under any circumstances on the walls, floors, doors, ceiling, light fixtures or other parts of the building or equipment (except masking tape designated for use on painted surfaces).

8. DAMAGE DEPOSIT & LOSS, BREAKAGE OR DAMAGE CONDITIONS

- a. Any individual or organization using the facilities of Temple Solel shall be responsible for loss, breakage, or damage resulting from that use. A damage deposit is required if paying by check otherwise the credit card on file will be applied to damages upon final inspection.
- b. The user of the temple's facilities and equipment shall, after the use thereof, restore the same to a condition of cleanliness and good order suitable for immediate use by others. The user will reimburse the temple for any expenses (including the labor of the temple's employees) incurred by the temple to remedy any user's default. In the event that loss, breakage or damage occurs, the individual or organization will be given notice that repairs or replacements will be made by the temple. The damage deposit will be applied to such expenses, or the credit card on file will be applied. In the event that the deposit is not sufficient to cover the cost of such loss, breakage or damage, the applicant will reimburse the temple the difference within fifteen days after being billed for such loss, or be subject to penalty charges.

9. ADDITIONAL FEES

- a. See Facilities Rental Use Fees for damage deposit fees.
- b. Load-out must be completed within one hour of the contracted event end time after which overtime will be charged to the host at \$100 per hour. It is the host's responsibility to make their vendors aware of this policy to avoid additional charges.
- c. Temple Solel provides standard white lap-length table linens at \$9.00 each.
- d. Set-up fees vary based on the number of people attending the event. \$150 will be charged to the host with for events having 100 people or less. \$250 will be charged to the host for events having 100+ people.
- e. Security and/or police are required for any facility rental at an additional charge based on number of people and if there will be alcohol served.

10. PAYMENTS AND CANCELLATION POLICY

- a. Under no circumstances will use of the facilities be permitted prior to approval of the Facility Use Agreement, by

individual group, or any agents thereof.

- b. The use of the temple is to be confined to the hours stated in the Facilities Use Agreement. No facility of the temple, other than that specified in the Agreement, is to be used.
- c. Members who are in arrears with their temple obligations and/or other fees may not book events or parties, unless pre-arrangements have been made with the Executive Director in cases of hardship. If the member becomes in arrears with their temple membership commitment after a date has been scheduled, the event or party may be cancelled up to 30 days prior to the event.
- d. A non-refundable deposit of 50% will hold the facility for Host's event. The 50% will be applied toward the total charges. Without this deposit, a reservation is not secured.
- e. All deposits and payments must be made as set forth in the Facility Use Agreement. Until payment is received, Agreements and fees are not binding and the temple has the right to release the date for use to another family or organization.
Payment shall be made to Temple Solel by check or credit card and shall be paid in full the day after the event unless prior arrangements have been made.
- f. Use fees and any damage deposits are 100% refundable up to six months prior to event date, 50% up to three months prior to event date and nonrefundable within one month of event date.

II. PERSONAL LIABILITY AND INDEMNIFICATION

- a. Host shall indemnify and hold harmless Temple Solel (including its employees, board members, officers, committee members, members at large and agents) from and against all liabilities, claims, suits, causes of action, losses, damages, injuries, expenses, costs and fees (including legal fees) that (i) arise out of or caused by any act or omission of Host, Host's guests, vendors, invitees, licensees or agents, or (ii) arise from Host's breach of any of its obligations under an agreement by and between Host and any of Host's vendors or agents.
- b. In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue or use, incurred by either party or any third party, whether in an action in contract or tort, even if such party or any other person has been advised of the possibility of such damages.
- c. The parties shall not be liable to each other, and Temple Solel shall not be liable to any other party, in the event that any mechanical or electrical failure, natural disaster, riot, act of terrorism, act of God, or any other development beyond the control of Temple Solel prevents, disrupts, or limits Host's use of Temple Solel's facilities as provided herein.

12. USE OF TEMPLE NAME

- a. The use of the name of Temple Solel and/or logo in any literature or publicity of any organization is not permitted without prior written approval, other than to identify the location of a function.

WE HAVE READ THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT AND ARE SO AGREED:

HOST:

(Signature)

(Print name)

(Title - if Host is an Organization)

(Date)

TEMPLE SOLEL:

(Signature)

(Print name)

(Title)

(Date)