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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.

Date of Application: _____ Simcha Date: _____

Name of Host: _____ (circle one) Member / Non-member / Organization

Address: _____

Telephone Home: _____ Work: _____ Cell: _____

Email: _____

Please describe your event(s).

Sample – Type: Kiddush lunch, Number of People: 75, Facilities Requested: Beit Midrash, Start: 12:00pm, End: 2:00pm.

Event 1

Type of Event: _____ Expected Number of People: _____ Event Date: _____

Facilities Requested: _____ Start Time: _____ End Time: _____

Event will be Catered: Yes ___ No ___ Name of Caterer: _____

Event 2

Type of Event: _____ Expected Number of People: _____ Event Date: _____

Facilities Requested: _____ Start Time: _____ End Time: _____

Event will be Catered: Yes ___ No ___ Name of Caterer: _____

Event 3

Type of Event: _____ Expected Number of People: _____ Event Date: _____

Facilities Requested: _____ Start Time: _____ End Time: _____

Event will be Catered: Yes ___ No ___ Name of Caterer: _____

Types of Fees - See current fee schedule Amount due w/due date _____ paid date _____

Room use fees: _____

Damage deposit: _____

Other fees: _____

Total Due: _____

TERMS AND CONDITIONS OF USE

I. CATERING POLICY

- a. Caterer must be selected from the Temple Solel approved panel of caterers if the use of the temple kitchen is required. All Caterers must meet the following insurance requirements:
 - i. General Liability - \$1 million;
 - ii. Umbrella Liability - \$1 million;
 - iii. Workers' Compensation - The amount required of Caterer under California law;
- 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. The Temple 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. The Temple Solel kitchens observe the laws of Kashrut. This means that no function at Temple Solel, whether communal or private, may serve:
 - i. Shellfish.
 - ii. Pork products.
 - iii. Mix dairy and meat products in the same dish or in the same course. All poultry is considered meat. Fish (with scales) is not meat and may be served with dairy products.
- f. Appetizers may include dairy or meat, entrees may include dairy or meat and desserts may include dairy, no matter what the main course is, if the main course has been cleared away.
- g. If serving two menus, they must both be either dairy or meat. You may not have cheese pizza for children at the same time you are serving meat to adults. Please consult Temple Administrator with any questions.

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 and Umbrella Liability Insurance must include Liquor Liability Insurance. There will be no liquor served or consumed during the event (excluding limited use for ceremonial purposes), unless host has complied with this insurance requirement.
- 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 with minors, a bartender is required.

3. AUDIO/VISUAL POLICY

- a. It is the desire of Temple Solel to preserve the sanctity of our worship services. Photos and videos are permitted until 1/2 hour prior to the beginning of the Service. No photography during the service from the sanctuary. Approved photographers are welcome in the AV room, but flash is prohibited. Photographers or videographers are not permitted to move or remove microphones. No videos other than those taken by Temple Solel are permitted during services. Videos are available upon prior request.
- b. Photo and videographers must be appropriately dressed.
- c. Video Projector Rental: Temple Solel has a video projector on premises for rental. The projector must remain on the Temple Solel premises. If you wish to rent this projector, please contact Temple Administrator to ask about availability and specifications.

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. Any material or equipment delivered to the temple shall be charged to the host or organization and the invoices so marked. No delivery will be accepted otherwise.
- c. Temple reserves the right to require that only services of temple-approved vendors be employed in conjunction with a function held in our facility. Names of individuals and/or organizations employed for any of the above must be submitted to Temple within 30 days prior to the event.
- d. No performers or other employees of the vendors providing services shall wear any costumes or provide any performances, which are not appropriate for the sanctity of the synagogue and the occasion being celebrated.
- e. Host will furnish to Temple Solel the completed vendor list 30 days before the event.

5. SECURITY SERVICES POLICY

- a. Temple Solel hires Security Personnel for all functions. Guest security is the utmost importance to Temple Solel and is required at all events.
- b. All exterior gates/doors must be locked 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. No guests are allowed outside of the gates unattended.

6. SPECIAL EVENTS POLICY

- a. Weddings:
 - i. The wedding party will have access to the Sanctuary and Bride's Room.
 - ii. For purposes of safety, no birdseed, rice, table grapes, candy, flower petals or confetti may be thrown at the wedding couple at any time.
- b. Bar/Bat Mitzvah:
 - i. Entertainment, in addition to music, should be appropriate for the Sabbath and the occasion. Any doubts as to propriety should be discussed with Temple. It is the responsibility of the Bar/Bat Mitzvah family to communicate the proper standards of decorum to their guests.
 - ii. Any unique decorative theme should be carefully considered in the context of this significant religious event in the life of your child. If the theme is in question, please submit it to Temple for review.
 - iii. Events shall end to conform to any Encinitas curfew regulation.

7. FACILITIES ACCEPTED AS IS AND EQUIPMENT USAGE

- a. The facilities and services provided by Temple Solel are provided As Is, and Temple Solel disclaims all other warranties, whether express or implied, including, without limitation, any warranties of merchantability and/or fitness for a particular purpose.
- b. The items automatically 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 screen, projector, microphone, and with the use of an approved caterer, the Temple's silverware, dishes, and glasses.
- c. Equipment in excess of that maintained by Temple Solel must be supplied by the host at their own expense. 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.
- d. All approved equipment brought onto the premises for a meeting or event must be removed within 1 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 by Temple.

8. 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. The Temple facilities staff has been hired for a specific purpose and is not available for personal services.
- c. Temple is not responsible for the loss or theft of any personal property.
- d. Smoking is not permitted in the Temple buildings at any time.
- e. Cars may be parked in the parking lot only. Directional signs must be observed. The Temple reserves the right to remove any car at the owner's expense. Temple is not responsible for any vehicles parked on our premises.
- f. If special wiring and equipment is to be used, arrangements must be made in advance with Temple.
- g. No rearrangement of furniture, fixtures and equipment of the Temple, other than tables and chairs, shall be made. No Temple property shall be removed from the Temple at any time
- h. The following are not allowed at any time:
 - i. Live animals, birds, or fish (except for animals trained for individuals with disabilities)
 - ii. No chewing gum, candy powder (pixie sticks), glitter, confetti or use of bubbles is.
 - iii. No open flames or cooking allowed inside of the social halls. Candles must be no higher than their enclosures.
 - iv. Special effects without prior approval of the Temple. No smoke 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. Adjusting of thermostats by anyone other than facilities staff (Requests for changes in temperature must be referred to facilities staff).

- vii. Use of Temple kitchen that has not been pre-arranged by contract.
- viii. 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).
- ix. Fire extinguishers and exits must not be hidden or blocked off. All materials used must be fire proof.
- x. There is no storage for decorations. They will be removed, or discarded.

9. 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 temples 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 subject to penalty charges.

10. 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. Items available for rental are Temple's outdoor heaters \$20 each and portable sound system at \$100 per hour.
- d. Use of facilities staff for time beyond basic set up and tear down \$100.
- e. Temple Solel does not provide floor length linens for rental events. The host must rent floor length linen.

11. 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. 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 upon submitting the Agreement unless prior arrangements have been made.**
- e. 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.

12. 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.

13. USE OF TEMPLE NAME

- a. The use of the name of Temple Solel 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)