



## FACILITIES USE AGREEMENT

We are thrilled you have made the decision to have your event at Temple Solel. This Facilities Use Agreement (hereafter referred to as "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 such individual has the authority to bind the group to the terms and conditions herein.

### APPLICANT

Date of Application: \_\_\_\_\_ Event Date: \_\_\_\_\_

Name of Host: \_\_\_\_\_

(circle one) Member / Non-Member / Organization

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### EVENT

Please describe your event(s) [*Sample – Type: Kiddush lunch, Number of People: 75, Facilities Requested: Courtyard, Start: 11:30 pm, End: 1:30 pm.*]

#### Event 1

Event Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Facilities Requested: \_\_\_\_\_ Expected Number of People: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Will be Catered: Yes \_\_\_ No \_\_\_

Contact information for caterer and other vendors:

_____	_____
_____	_____
_____	_____
_____	_____

Event 2

Event Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Facilities Requested: \_\_\_\_\_ Expected Number of People: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Will be Catered: Yes \_\_\_ No \_\_\_

Contact information for caterer and other vendors:

_____	_____
_____	_____
_____	_____
_____	_____

Event 3

Event Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Facilities Requested: \_\_\_\_\_ Expected Number of People: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Will be Catered: Yes \_\_\_ No \_\_\_

Contact information for caterer and other vendors:

_____	_____
_____	_____
_____	_____
_____	_____

**SUMMARY OF FEES**

Please review the fee schedule found on Temple Solel’s website under the Catering and Rentals tab.

Your event must be paid in full thirty (30) days before the event, or be subject to cancellation as described in section 11e. below.

Room use fees: \_\_\_\_\_

Damage deposit: \$500

Other fees: \_\_\_\_\_

Total Due: \_\_\_\_\_

**EMERGENCY CONTACT**

If you experience a facility emergency during regular business hours, please call the Temple Solel office at 760-436-0654. If you experience a facility emergency during your event after regular business hours, please contact 760-436-0654 and you will be transferred to an answering service so that someone may be reached to assist you.

**TERMS AND CONDITIONS OF USE**

1. CATERING POLICY

- a. All Caterers must meet the following insurance requirements:
  - i. General Liability - \$1 million;
  - ii. Umbrella Liability - \$1 million;
  - iii. Crime Insurance - \$100,000 per occurrence;
  - iv. Workers’ Compensation - The amount required of Caterer under California law.

- b. Temple Solel will keep insurance paperwork on file from our list of preferred caterers. If Host hires a non-preferred caterer, Host's Agreement with caterer must state that Temple Solel be added as an additional insured under caterer's insurance policies. Host is responsible for ensuring Temple Solel receives a certificate of insurance and an additional insured endorsement, if using a non-preferred caterer, at least 30 days before the event date.
- c. The caterer is responsible for kitchen clean up, leaving the kitchen ready for next use.
- d. The Temple will provide a dishwashing machine to wash the dishes, flatware, and glasses (all must be cleared, bussed, washed, dried and put away by the catering staff).
- e. We observe the laws of Kashrut when catering an event at Temple Solel.
  - i. Pork and shellfish are not allowed at Temple Solel.
  - ii. Kosher species (i.e., beef, chicken, lamb) may be cooked and served from the Solel kitchen without a formal rabbinically supervised *heksher*.
  - iii. Temple Solel sponsored events (holiday meals, celebrations and observances) will maintain a separation of dairy and meat.
  - iv. When planning private events at Temple Solel (i.e., lifecycle celebrations and parties), please bear in mind that kitchen preparations should maintain a separation of dairy and meat. Specifically, no dairy and meat can be prepared together, and meat and dairy foods are kept separate by platter or by serving course.

If the caterer of your choice does not fully understand our requirements, it is important that they ask questions or consult with the clergy team to ensure compliance with our food guidelines.

## 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. Host and its guests waive any claims, liability or damages against Temple Solel if alcohol is served to minors, and Host agrees to defend, indemnify and hold harmless Temple Solel for any claims, liability or damages arising from alcohol service 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. A certificate of Insurance must be provided to Temple Solel 30 days before the event date.

- c. There will be no liquor served or consumed during a religious service (excluding limited use for ceremonial purposes).
- d. 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.
- e. If alcohol is served at an event with minors, a bartender is required.

### 3. PHOTO/VIDEO/AUDIO/VISUAL POLICY

- a. Photos and videos are permitted prior to the beginning of the Service. Photographers and videographers are welcome in the AV room, but flash is prohibited. Photographers or videographers are not permitted to move or remove microphones. Please have your photographer and videographer consult with the clergy about any questions or concerns.
- b. Use of Temple Solel's audio/visual equipment (Indoor: Portable projector, speaker, microphone, screen; Outdoor: wireless sound system for outside including microphone, projector, portable screen) requires set up by a Temple Solel preferred vendor at an additional fee. If Host desires to have an AV technician present during the event, Host must separately contract with a preferred vendor.

### 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 Host's Agreement with such vendor.
- b. Any material or equipment delivered to Temple shall be charged to the Host and the invoices so marked. No delivery will be accepted otherwise.
- c. Temple reserves the right to require that the services of a preferred vendor be employed in conjunction with a function held in our facility.
- d. Performances must be 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.
- f. Host will furnish to Temple Solel vendor certificates of insurance and additional insured endorsements 30 days before the event.

## 5. SECURITY SERVICES POLICY

- a. Temple Solel hires Security Personnel for all functions. Guest security is of the utmost importance to Temple Solel and is required at all events. Security instructions are to be strictly followed at all times.
- 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; this supervision is the responsibility of the Host.
- 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 Bride's Room 2 hours before the ceremony.
  - ii. No birdseed, rice, candy, flower petals or confetti may be thrown at the wedding couple at any time.
- b. B'nei Mitzvah:
  - i. It is the responsibility of the B'nei Mitzvah family to communicate the proper standards of decorum to their guests.
  - ii. No candy may be thrown during the B'nei Mitzvah service; please do not bring candy to throw.
  - iii. Any unique decorative theme should be carefully considered in the context of this significant religious event in the life of your child.
  - iv. 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 included for use with rental of the facilities are the Temple's tables, chairs, silverware, dishes, glassware, dance floor (Social Hall only) and audio/visual equipment. All pots, pans, other cookware and utensils must be provided by Host's caterer. Temple Solel recommends a walk through of the kitchen facilities to any caterer not familiar with the facilities prior to the event.
- c. When using the Temple's facilities, Host assumes the sole risk for any of the Host's guests or Host vendor'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 of \$100 per hour, 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 Facilities 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. Facilities staff have been hired for a specific purpose and are not available for personal services.
- c. Temple is not responsible for the loss or theft of any personal property.
- d. Smoking is not permitted anywhere in the Temple buildings or on Temple grounds 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, approval and arrangements must be made in advance with Temple and described in writing.
- g. No rearrangement of furniture, fixtures and equipment of the Temple, other than tables and chairs, shall be made. Temple property shall not 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. Chewing gum, candy powder (pixie sticks), glitter, confetti or use of bubbles;
  - iii. Open flames or cooking 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 fireproof;
- x. There is no storage for decorations; they will be removed, or discarded.

#### 9. DAMAGE DEPOSIT & LOSS, BREAKAGE OR DAMAGE CONDITIONS

- a. Host shall be responsible for loss, breakage, or damage resulting from that use. A \$500 damage deposit payable to Temple Solel is required if paying by check, otherwise the credit card on file will be applied to damages upon final inspection, which may take up to 30 days to complete. Once complete, the damage deposit check will be returned minus any fees incurred.
- b. A Host of 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. Host will reimburse Temple for any expenses (including the labor of the Temple's employees or independent contractors) incurred by Temple to remedy any Host default. In the event that loss, breakage or damage occurs, the Host will be informed that repairs or replacements will be made by 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 Host will reimburse Temple the difference within 15 days after being billed for such loss, or subject to penalty charges and collections.

#### 10. ADDITIONAL FEES

- a. See Facilities Rental Use Fees for 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. Late fees may be incurred for failing to timely turn in paper-work and will be deducted from the deposit fees.



## 11. PAYMENTS AND CANCELLATION POLICY

- a. Under no circumstances will use of the facilities by Host be permitted prior to approval of the Facilities Use Agreement.
- 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 agreed to in advance in writing. If the member becomes in arrears with their Temple membership commitment after a date has been scheduled, Temple Solel may cancel the event up to 30 days prior to the event.
- d. All deposits and payments must be made as set forth in this Agreement. Until payment is received, 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 one month 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.

This space is intentionally left blank.

**Temple Solel recommends Host provide a copy of this Agreement to each of Host's vendors to ensure all terms and conditions are met.**

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

HOST:

TEMPLE SOLEL:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title - if Host is an Organization)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)