



CONGREGATION NETIVOT SHALOM

811 Palisade Avenue, Teaneck, NJ 07666 ★ www.netivotshalomnj.org

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement is made on _____ 2008 by _____ ("Renter") and Congregation Netivot Shalom ("Netivot Shalom") for use of Netivot Shalom's facilities located at 811 Palisade Avenue, Teaneck, New Jersey by Renter for a _____ ("Event") in accordance with the terms and conditions set forth herein.

1. **Application.** Renter shall complete the attached Rental Application and return it to Noah Rothblatt (noahrothblatt@aol.com) along with a deposit within 5 days to guarantee the reservation. **Reservations are not guaranteed without a deposit.** Within 14 days of receipt of an Application (or sooner if your event is within 14 days) Noah Rothblatt will advise you whether your Application has been approved.

2. **Caterer.** If you are catering the Event, the caterer must have a Caterer's Application on file with Netivot Shalom. If you are advised that the caterer does not have an approved Caterer's Application on file With Netivot Shalom, you must arrange for the caterer to submit a Caterer's Application to the Shul, and That Application must be approved by the Shul before the caterer will be permitted to use the Shul Facilities. **Approval for a new caterer is not automatic** and can take up to 14 days from receipt of The Caterer's Application and caterer's Security Deposit by the Shul for approval. Please give a new Caterer ample time to have his Application considered. If you have any question regarding the Suitability of your caterer, please call Rabbi Helfgot at 201-801-9022.

3. **Mashgiach. A Mashgiach T'midi will be required for all private events that require the use of the kitchen except as specified below.** Your caterer should make arrangements to hire an independent Mashgiach and will advise you of the costs involved. If your caterer is not supplying a mashgiach, the Shul will contact the RCBC for a referral, one of whom needs to be appointed to supervise your event. The fee for a mashgiach will be added and must be paid in advance along with the rental fee and will be calculated based on the estimated rental period. The Mashgiach must be paid through Netivot Shalom and if the event is cancelled without advanced notice, Netivot Shalom may be obligated to pay the Mashgiach for his time. Any Mashgiach needs to meet the approval of the RCBC. Rabbi Helfgot is the final authority on all kashrut issues in the Shul.

A Mashgiach is not required in the following cases: (i) when cold food is being served, including, but not limited to, situations where the food is being transferred from platter to platter, and (ii) when food is served in its original containers which are marked and sealed by the caterer. In such cases, ALL serving items (including platters, plates, knives, forks spoons etc) must be either paper or plastic and disposable. Renter may not bring any servicing items made of metal/glass/china, even brand new items are not allowed. Any other exceptions may be determined at the sole discretion of Rabbi Helfgot.

4. **The Shul does not allow any self-catered events.** All events must be catered by a caterer supervised by a kashrut agency listed on Netivot Shalom's Kashrut policy (which can be found on its website) or approved by Rabbi Helfgot. All food delivered from the approved caterer or picked up from the approved caterer must Be sealed by tape that bears the seal of approved kashrut supervision. The kitchen utensils and equipment may not be used, and food may not be brought into the Shul, except by approved caterers and food establishments.

5. **The consumption of food or beverages is permitted ONLY in the rented hall.**

6. **Alcoholic Beverages.** If wine or liquor is to be served, the alcoholic beverages must be among those listed on Netivot Shalom's Kashrut Policy. Any and all laws and regulations that pertain to the use and provision of alcoholic beverages within the Shul are the sole responsibility of the Renter.

7. **Leftovers.** Immediately following the Event, the Mashgiach shall supervise the removal of the leftover food and beverages. The Shul recommends that all leftovers be donated to a local shelter. The Shul has the right to dispose of any food, utensils, and equipment left on Shul premises and still remaining on the premises 24 hours after your event, as it deems appropriate without liability and at the expense of the Renter, unless other arrangements are made in advance with Netivot Shalom.

8. **Cancellation.** If the Event is canceled for just cause (such as storm, family illness, and similar unexpected circumstances), the Rental Application along with the security deposit, may be transferred to a new Reservation Date to be selected by the Renter in consultation with Noah Rothblatt, or the deposit may be refunded subject to a cancellation penalty at the sole discretion of Netivot Shalom.

9. **Parking.** No guests or workers may park cars in front of the neighbors' driveways. In addition, no guests or workers may park cars in the Shul parking lot on Shabbat and Yom Tov.

10. **Decorations.** No decorations may be attached to the ceilings or walls of the Sanctuary. Use of glitter, silly string and confetti are prohibited. If the event is on Shabbat or Yom Tov, all party decorations, balloons or floral arrangements must be delivered and constructed before Shabbat. **All** decorations must be removed at the end of the event.

11. **Use of Tents.** No tents or structures of any kind may be erected on the premises, without the prior consent of Netivot Shalom.

12. **Equipment.** No refrigerator trucks or other machinery or equipment may be left in the Shul parking lot without prior consent from Netivot Shalom.

13. **Smoke Free Environment.** Smoking is not permitted anywhere in the Shul at any time.

14. **Compliance With Halacha.** The Shul may not be used for any event or activity which is not in compliance with Halacha. Rabbi Helfgot makes a final determination about whether a given activity or even is in compliance with Halacha.

15. **Compliance With Laws.** The Shul may not be used for any event or activity which is illegal, dangerous, hazardous or otherwise in violation of governmental laws, rules, codes and regulations.

16. **Event Preparation.** Preparations or set-up for events may not interfere with Youth Groups or services. When preparing for an event, during the event and subsequent to the event, Renter and the caterer and other service providers shall use their best efforts to minimize noise, disturbances and interference with the minyanim and other activities that may be taking place in the Shul.

17. **Post Event Clean Up. THE SHUL MUST BE RETURNED TO THE PROPER CONDITION AND MADE AVAILABLE FOR OTHER ACTIVITIES BY THE END OF THE APPROVED RENTAL PERIOD.**

Promptly following the end of the Event, but not later than the end of the approved rental period or the end of Shabbat or Yom Tov, if later, all food, utensils, and equipment which do not belong to the Shul must be removed from the Shul. All floors must be swept and mopped, as appropriate and all carpets must be vacuumed. All chairs and tables must be reset, in the manner found prior to the event.

If the event occurs on the eve of a Yom Tov or Shabbat, a professional cleaning (including bathrooms and carpet vacuuming) may be required by the Shul.

18. **Appliances.** All refrigerators, freezers, warming cabinets, sinks and ovens, used in connection with the event, must be emptied and cleaned thoroughly. If any warming cabinet, oven or hot water urn (a) has been left on more than one-night prior to the Approved Rental Period; or (b) has been left on beyond the time of the approved rental period, a Fee of \$100 per day or portion thereof (from 12:00

midnight to 12:00 midnight) will be imposed for each such Appliance.

19. **Locking Shul Doors.** At the conclusion of the Event or at the end of the Approved Rental Period, the Shul doors must be locked and all lights shall be turned off. A \$50 fee will be charged for each instance of the Shul not being properly locked at the conclusion of the Event or Approved Rental Period.

20. **Additional Cleaning Services.** Failure to clean the kitchen and social hall following the Event as necessary to return the Shul to pre-Event Conditions may require Netivot Shalom to hire a cleaning service, the cost of which will be subtracted from the Security Deposit. Any reasonable additional cleaning fees incurred by the Shul will be the responsibility of the renter and may be billed to Renter as additional fees.

21. **Garbage Removal.** All garbage must be properly bagged, and placed in the garbage dumpster outside the Shul immediately upon the conclusion of the Event.

22. **Repairs.** If there is damage to the Shul, its facilities or equipment, caused by the Renter, the Renter's guests, or workers and repairs are required to remedy the damage to the Shul, the Renter will be responsible for the costs incurred for repair. The Shul shall have the right to apply the Renter's Security Deposit to said Fees and costs and the Renter will be responsible for any deficiency.

23. **Refundable Security Deposit.** The renter shall remit a \$100 Security Deposit when renting the Shul. Netivot Shalom shall have the right, in its sole discretion, to apply the Renter's Security Deposit to any additional fees or costs incurred. Renter will be responsible for any deficiency. If no fees or costs are incurred, Netivot Shalom will return the entire amount of the Renter's Security Deposit to the Renter within 14 days.

24. **Indemnification.** Renter agrees to indemnify, defend and hold harmless Congregation Netivot Shalom and its officers, members, employees and agents (collectively Netivot Shalom"), from and against any and all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, incurred by Netivot Shalom, in connection with loss of life, personal injury and/or damage to property, arising from or out of the Event or the use of the Shul and its facilities by Renter, its guests, invitees, employees, agents or contractors, pursuant to the rental application.

25. **No Liability.** Renter agrees that Netivot Shalom, its officers, members, employees and agents shall not be liable for any damage or injury (including, without limitation, property damage and bodily injury) which may be sustained by Renter, its guests, invitees, employees, agents, contractors or any person claiming under or through Renter, relating to or arising from the Event or use of the Shul and its facilities. Netivot Shalom shall not be responsible for damage to or loss of personal property brought into the Shul or stored at the Shul in connection with the use of the Shul for the Event.

26. **Insurance.** Netivot Shalom shall be included as additionally insured in the insurance certificate by the approved caterer.

27. **Additional Rules.** Netivot Shalom may adopt Additional Rules and Regulations for a specific Event, as deemed appropriate by Netivot Shalom at its sole discretion.

28. **Dispute Resolution.** In the event of any dispute, the undersigned submits to arbitration before an Orthodox Jewish Beit Din (Rabbinical Court) designated under the auspices of the Rabbinical Council of Bergen County or, if it is agreed to by Netivot Shalom, any other Orthodox Jewish Beit Din.

Accepted By:

Renter:

Signature of Renter

Printed Name: _____

Congregation Netivot Shalom:

Signature of Netivot Shalom

Printed Name: _____
Title: _____

Date: _____

Date: _____

ROOM USE APPLICATION

Date of Event: _____ Expected Number of Participants: _____

Type of Event: _____

Name of person making reservation: _____

Name of Organization, if applicable: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Caterer will set up on: _____

Caterer: _____

Caterer Contact and phone number: _____

Caterer's Insurance: _____

Florist: _____

Room Rental Fee Due: _____

Mashgiach Fees Due: _____

Refundable Security Deposit: _____ \$ 100.00

TOTAL DUE: _____

Deposit: _____ Date Received: _____

RENTAL FEES:

	MEMBER	NONMEMBER
Multi-purpose (Kiddush) Room	\$200	\$250
Sanctuary	\$300	\$350