

# Facility Use Agreement



1461 Baltimore-Annapolis Boulevard  
Arnold, MD 21012  
Phone: (410) 757-0552  
Fax: (410) 757-2475

It is hereby agreed between Temple Beth Shalom (hereinafter called "Temple") and \_\_\_\_\_ (hereinafter called "User")

that the Temple Beth Shalom \_\_\_\_\_  
*space required*

(hereinafter called "Facility") is reserved and will be used by User, subject to the terms and conditions of this agreement and the Facility Use Rules and Regulations, which are incorporated into this agreement.

1.) **Conditions of Use:** User acknowledges that he/she has received and read a copy of the Temple Beth Shalom Facility Use Rules and Regulations governing use of the Facility, which are incorporated by reference into this agreement. User understands and agrees to abide by the Rental Rules and Regulations. User Initials: \_\_\_\_\_

2.) **Event Parameters:**

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

Date: (Day/M/D/Y): \_\_\_\_\_

Guest Estimate: \_\_\_\_\_ Seated Meal: Y / N (*circle one*)

Set-up Time: \_\_\_\_\_ Event Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_

3.) **Rental Charges:** User is / is not (*circle one*) a member in good standing of Temple Beth Shalom. User understands that fees are related to User's membership status as of the execution of this Agreement and the date of the event.

Use Fee: \_\_\_\_\_ Security Fee: \_\_\_\_\_ Damage Deposit: \_\_\_\_\_

4.) **Payment Terms:** A deposit consisting of the Damage Deposit and fifty percent of the Use and Security Fees is due upon execution of this agreement. The balance must be paid at least sixty days prior to use of the facility. Please choose a payment option:

Payment via check. Check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

One time credit card charge (in full or with second payment forthcoming). Card # \_\_\_\_\_, charged immediately in the amount of \$ \_\_\_\_\_.

Two time credit card charge. Card # \_\_\_\_\_, charged immediately in the amount of \_\_\_\_\_ and again six months prior to the event in the amount of \$ \_\_\_\_\_.

5.) **General Terms and Conditions:** By execution of this Agreement, User further confirms and agrees as follows:

a. That User will fully comply with the Rules.

b. User will indemnify, defend and save Temple harmless from and against any and all

- b. claims, actions, damages, liability, and expense (including, but not limited to attorney's fees, expenses of litigation, and court costs) in connection with the loss of life, bodily injury, or damage to property arising from, related to, or in connection with use (including any and all actions and/or omissions) by User, any assignee, sublicensee, contractor, concessionaire, or any person or party User allows onto the Facility for any reason whatsoever, including but not limited to agents, caterers, bands, DJ's photographers, vendors of any kind, and their agent and employees. User shall also pay all costs, expenses, and reasonable attorney's fees that may be expended or incurred by Temple in enforcing this and any or all other the provisions of this Agreement. The provisions of this Section shall survive the termination or earlier expiration of this agreement.
- c. User will utilize the facility exclusively for the purpose or purposes set forth in paragraph 1 above and for no other purpose.
- d. This Agreement is a bare license granted by Temple to User and does not constitute any other agreement or arrangement, contract, landlord-tenant, or other type of relationship.
- e. This is the complete and final agreement between Temple and User and there are no other agreements or understandings between the parties unless set forth in writing and executed by both parties.
- f. User may not assign all or any part of this Agreement nor may User sublicense all or any part of the Facility without the express written permission of Temple.
- g. This Agreement shall inure to the benefit of the parties, their heirs, personal representatives, legal representatives, successor, and assigns, as applicable.
- h. This Agreement is subject to Maryland law and action by or between the parties shall be brought and vest venue and jurisdiction exclusively in the courts located in Anne Arundel County, Maryland.
- i. The liability of any party to this Agreement shall be joint and several.
- j. This Agreement may be executed in counterparts, each of which when considered together shall constitute the original Agreement.

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Joint User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Temple Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_