

Facility Use Rules and Regulations

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I. Applicability and Scope

- A. These “Facility Use Rules and Regulations” govern the facility use and use of the Temple Beth Shalom facilities (hereinafter “Temple”).
- B. All persons and organizations (“hereinafter called “User” or “Users”) entering into a Facility Use Agreement with the temple for use of the facilities are agreeing to abide by these rules and regulations.
- C. All caterers (hereinafter called “Caterer” or “Caterers”) applying to be included on Temple’s “Approved Vendor List” and/or entering into a Caterer’s Agreement are agreeing to abide by these rules and regulations.
- D. It is the responsibility of Users and Caterers to insure that their employees, agents and subcontractors are informed of and comply with the terms and conditions governing the use of Temple.
- E. Users are responsible for the actions of their guests and any and all suppliers of goods and services (hereinafter called “Vendor” or “Vendors”) hired by User.
- F. Caterers are responsible for the actions of their employees, subcontractors, its agents and any and all vendors hired by Caterers.
- G. Any individual executing the Facility Use Agreement or Catering Agreement on behalf of a corporation or other entity, represents to Temple leadership that he or she has the authority to obligate said entity to the terms and conditions of the agreements, rules and regulations, and any other accompanying documents.

II. House Rules

A. Requirements

- 1. Abide by all laws and authority: User and Caterer shall abide by all federal, state, county, and/or municipal laws, ordinances and regulations, including but not limited to those regulating safety and/or fire as established by Anne Arundel County or other political authority, and those regulating consumption of alcohol. These include, but are not limited to:
 - a. Monitoring the service of alcoholic beverages to avoid dangerous or inappropriate behaviors. Alcohol will not be served to anyone under the age of twenty-one (21).
 - b. Leaving all exit doors and windowsills clear and unobstructed.
 - c. Complying with the direction of any public officer or Temple agent with regard to the facility.
- 2. Respect for the facility:
 - a. User and Caterer understand that the Temple is a religious institution and agree to maintain proper decorum and a reasonable standard of behavior consistent with the environment of a house of worship.
 - b. Any representative of Temple who witnesses any individual(s) engaged in dangerous or inappropriate behavior has the right to require the individual(s) to cease the

behavior and/or leave Temple premises.

- c. Temple is a smoke-free environment; no smoking is allowed in the facilities.
- d. Temple property or equipment may not be removed from the facility at any time.

B. Limitations on Facility Use

1. Room Use, Size and Capacities, and Parking:

a. Room Usage

- i. The Sanctuary may only be used for religious and educational functions, at the discretion of the rabbi.
- ii. The Social Hall, including the kitchen, may be used for social events, receptions, and youth functions.
- iii. The Lobby may be used for social events, receptions, and youth functions.
- iv. The Courtyard may be used for social events, receptions, and youth functions.
- v. The library may be used for meetings and small social events.
- vi. The playground and a classroom may be used for children's parties.
- vii. The childcare room, which includes toys but no supervision, may be used for childcare during an event as an additional fee.
- viii. No event held at Temple may interfere with the Kiddish that is held after all religious services and is open to all in attendance. Users holding events in the Social Hall following Shabbat services are responsible for arranging Kiddish for the congregation.

b. Room Size and Capacities

- i. The capacity of the Sanctuary is 300 people.
- ii. The capacity of the Social Hall is 280 people seated for a meal, 600 for a meeting
- iii. The capacity of the Lobby is 200 people.
- iv. Check with the Temple Administrator for information on the capacities of other Temple facilities.
- ii. Addendum One (1) shows the floor plan of the Social Hall and Lobby with dimensions and capacities.

c. Parking

- i. Ample free parking for guests is provided in the Temple parking lot.
- ii. Parking, standing, or driving on any grass area is prohibited.

2. Selection of Caterer

- a. Temple does not provide catering services. Users can hire the Temple Beth Shalom Sisterhood to cater an event by contacting Sisterhood directly.

- b. The Temple Administrator maintains an Approved Vendor List, which is attached as Addendum Two (2). The Temple Approved Vendor List includes caterers who have agreed to abide by the Temple Facility Use Rules and Regulations. Users may select from this list but are not limited to this list.
 - c. If User prefers to choose a caterer not included on the Temple Approved Vendor List, User must obtain approval from the Temple Administrator prior to hiring the caterer. An Application for Approval may be obtained from the Administrator and must be submitted ninety (90) days before the event. For more information on the approval of caterers, see section IV of these rules and regulations.
 - d. User must notify the Temple Administrator of the caterer selection no later than sixty (60) days prior to the event. Approval of the caterer must be obtained prior to this time. If Caterer is on the approved list, User must contact the Temple Administrator to verify that Temple has Caterer's up-to-date insurance information and a damage deposit on file.
3. Dietary Rules at Temple
- a. Compliance with Temple's policy on kashrut (serving of Kosher foods) is required. The Temple Kashrut Policy is explained in Addendum Three (3).
 - b. The User and the Caterer are expected to understand and comply with this policy. If foods are ordered from other vendors (such as bakeries), it is the responsibility of the User and Caterer to communicate this policy and ensure compliance with it.
 - c. Menus must be submitted to the Temple Administrator for compliance with the Temple Kashrut Policy before they are finalized with the caterer.
4. Alcoholic Beverages
- a. Alcoholic beverages may be served at the facility.
 - b. In order to serve alcohol at the event, Caterer or User must submit a copy of a valid liquor license to the Temple Administrator.
 - c. User and/or Caterer are responsible for ensuring that guests drink responsibly, and release Temple from any liability that results from guests consuming alcoholic beverages at the event.
5. Decorations and Party Supplies
- a. Only freestanding decorations are to be used in the facility. Do not affix or in any way attach anything to the building, walls, columns, doors or windows.
 - b. The use of the following is prohibited inside and outside of the facility:
 - i. loose or unwrapped candy

- ii. glitter, confetti, metallic tinsel, rice, or any other similar items
 - iii. silly string
 - iv. sparklers
 - c. The use of the following is prohibited inside the facility:
 - i. bubbles
 - ii. birdseed
 - iii. rose petals
 - iv. chewing gum
 - v. smoke and fog machines
 - d. After the event, all decorations, including inflated balloons, shall be removed from the facility.
 - 6. Entertainment
 - a. Musicians, disc jockeys and other entertainers are allowed in the facility provided that they are appropriate and suitable for a religious institution. The Temple Administrator has the right to stop any entertainment deemed inappropriate.
 - b. All music must be played at a reasonable volume and no amplification will be allowed outside the building after 11:00 PM.
 - 7. Availability and Time Restrictions
 - a. The building will only be unlocked and available for set up two (2) hours before the event.
 - b. The Temple facilities will not be unlocked and available for entry until 9:00 AM.
 - c. If the time allocated for set up conflicts with services in the Sanctuary, alternative arrangements for set up will be made through the Temple Administrator.
 - d. All set up and delivery arrangements are to be made through the Temple Administrator. Any and all requests for changes to the regular schedule should also be made to the Administrator.
 - e. All weekend deliveries need to be completed by 2:00 PM on the Friday preceding the event. Temple is not responsible for loss or damage to any deliveries. Please make sure the Temple Administrator has a detailed list of items being delivered. This will help to eliminate delivery mistakes.
- III. Fees, Costs and Related Policies for Users
- A. Fee Schedule
 - 1. The current fee schedule for Users is attached as Addendum Four (4).
 - B. Facility Use Fee
 - 1. All Users must pay a Facility Use Fee.
 - 2. The Facility Use fee covers the use of the facility for a period of seven and one half (7.5) hours, for instance, a four (4) hour event, two (2) hour set up and one and a half (1.5) hour clean up.

3. Additional hours of use shall be charged at an hourly rate, specified on Addendum Four (4), in fifteen (15) minute increments. This fee will be assessed when the additional time is arranged in advance or if Temple is not vacated by the end time indicated on the Facility Use Agreement. Unless additional time is paid for in advance of use of the facility, this sum shall be withheld from the damage deposit.
 - a. If the User requests the additional time, the User will be responsible for the additional costs associated with it; if the Caterer requests the additional time, the Caterer will be responsible for the additional costs associated with it.

C. Damage Deposit

1. All Users must submit a Damage Deposit.
2. The Damage Deposit will be applied to the following expenses:
 - a. Additional use of the facility in excess of seven and one half (7.5) hours.
 - b. Any expenses incurred by Temple to restore Temple to the same condition it was prior to User's use, including custodial charges at the rates specified in Addendum Three (3) if the facility is not left clean and vacuumed, with all food and trash removed from the premises.
 - c. Damage, loss, or removal of property caused by User, guests of User, and any and all vendors hired by User, including but not limited to caterer, party planner, photographer, entertainers (including musicians, dancers, and disc jockeys), and florists.
3. The Damage Deposit will be refunded, less any damages assessed or costs expended by Temple including extra hours and/or additional custodial fee at the rates specified in Addendum Four (4), within thirty (30) days following the event.

D. Security Fee

1. A Security Fee is charged for all events held after 6:00 PM in order to ensure the welfare and safety of the people and or facility. The amount of the security fee is explained in Addendum Four (4).

E. Additional Fees

1. The Temple Administration reserves the right to additionally bill User for the expenses of additional time, custodial fees, damage, loss, or removal of property, and any other costs associated with restoring Temple to the same condition it was prior to User's use.

F. Payment Terms

1. The full Damage Deposit(s) plus 50% of the Facility Use and Security Fees are due upon execution of the Facility Use Agreement; the balance is due at least sixty (60) days before the scheduled event.
2. Payment may be made by personal check or Visa/MasterCard. Make checks payable to Temple Beth Shalom and mail or deliver to Temple Beth Shalom, 1461 Baltimore-Annapolis Boulevard, Arnold,

MD 21012. Returned checks are subject to a \$35 collection.

G. Cancellation and Termination of Facility Use Agreement

1. By User

- a. To cancel the Facility Use Agreement, User must notify the Temple Administrator in writing; telephone cancellations will not be accepted.
- b. If User cancels more than thirty (30) days before the scheduled event, User's Facility Use Fee will be returned, less a twenty percent (20%) administrative fee. If User cancels less than thirty (30) days before the scheduled event, User's Facility Use Fee will not be returned. In either scenario, the Damage Deposit and Security Fee will be returned in full.

2. By Temple

- a. Temple administration may terminate the Facility Use Agreement without reimbursement in the event the User fails to pay the applicable fees and costs as listed in Addendum Four (4), or fails to abide by any and all terms and conditions identified in the Facility Use Rules and Regulations or the Facility Use Agreement.
3. Temple is not liable for loss or reimbursement due to cancellation or termination of an event caused by *force majeure*, act of God, or inclement weather.

IV. Provisions Governing Approval of Caterers

A. Approval of Caterers will be granted by the Temple Administrator in accordance with the terms and conditions outlined in this section.

B. Procedures

1. Caterers seeking approval must meet in person with the Temple Administrator and take a tour of the facility no less than ninety (90) days prior to the event.
2. Caterer must submit a Catering Agreement, which can be found in the Facility Use Handbook, as well as proof of insurance. The agreement and insurance documentation must be submitted to Temple no less than ninety (90) days prior to the event.
3. Approval will be granted or denied within seven (7) days of submission of a completed agreement and insurance documentation.
4. Temple administration retains sole discretion regarding approval of caterers. Approval shall not be unreasonably withheld.

C. Requirements for Approval

1. All Caterers must be licensed and insured and be able to submit proof thereof, including but not limited to all permits (facility permit and food handler permit, if required by licensing agencies) issued by its local jurisdiction, **an insurance certificate naming Temple Beth Shalom as the insured, and worker's compensation.**

D. Requirements after Approval

1. All caterers must submit a Damage Deposit at least sixty days prior to their first event at Temple. The amount of the Damage Deposit for the Caterer is specified in Addendum Five (5).
 - a. Any damages assessed or costs expended by Temple, including but not limited to extra hours and additional custodial fees at the rates specified in Addendum Four (4), will be deducted from the Damage Deposit.
 - b. The Damage Deposit will be kept on file at Temple for application to Caterer's future events hosted at Temple.
 - c. If Caterer would like to have the Damage Deposit returned at any time following the event, Caterer should contact the Temple Administrator. The deposit will be returned within thirty days of the request. Caterer will then have to resubmit the Damage Deposit at least sixty (60) days prior to Caterer's next event at Temple.

E. Applicability of these Rules and Regulations

1. By executing a Caterer's Agreement, caterer agrees to comply with the terms and conditions of these Rules and Regulations. Caterer acknowledges receipt of these Rules and Regulations and understands that they govern Caterer's duties and responsibilities while engaged in services at Temple.

V. Duties and Obligations of Temple, User, and Caterer

A. Applicability

1. The User may delegate the responsibilities listed in this section to the Caterer and/or Party Planner but the User understands that ultimate responsibility for compliance rests with the User.

B. Equipment

1. The kitchen at Temple is a catering kitchen limited to warming foods prepared off-site.
2. The User is entitled to use the Temple kitchen, including major appliances. The User is not allowed to use the minor kitchen appliances, including but not limited to coffee pots, kitchen utensils, serving dishes, serving pieces, china, cutlery, glassware, linens and paperware.
3. The User is entitled to the use of tables and chairs as listed on Addendum Six (6). The quantities of the equipment are subject to change and may vary; User should consult with the Temple Administrator to confirm available equipment prior to the event.
4. The only other Temple equipment available for use is limited to items related to religious services including kippot and tallit for worshippers, paper tablecloths for the kiddush table, challah, challah tray, challah cover, knife, and grape juice and wine for the Kiddush.
5. User is responsible for making the arrangements for and providing, at no expense to Temple, the following as needed by User:

- a. additional tables and chairs
 - b. coffee pots, kitchen utensils, serving dishes, serving pieces, china, cutlery, glassware
 - c. linens and paper goods
 - d. trash bags
 - e. any other equipment and supplies needed by User
- C. Condition of Facility, Set Up and Clean Up
- 1. Custodial Services
 - a. Temple facilities will be presented to User in clean condition, with carpets vacuumed, restrooms serviced, and kitchen in working order.
 - b. Temple will provide custodial services for set up and break-down of Temple tables and chairs. In the event User does not supply the Temple Administrator with the floor plan at least ten (10) days prior to the event, Temple will be relieved of its obligation to set up the Temple tables and chairs. Set up of Temple table and chairs will occur prior to arrival of User/Caterer and break-down of Temple table and chairs will occur after departure of User/Caterer.
 - c. If additional custodial time is required, the User will be billed for the additional time at the rate specified in Addendum 4.
 - 2. Deliveries
 - a. User must consult and confirm arrangements with the Temple Administrator regarding deliveries.
 - b. All weekend deliveries need to be completed by 2:00 PM on the Friday preceding the event. Temple is not responsible for loss or damage to any deliveries
 - c. All supplies and equipment are to be unloaded and loaded at the kitchen entrance. There will be no driving or parking on grass areas.
 - 3. Specific Rules Regarding Set up
 - a. When attaching skirting to Temple tables, clips are to be used rather than Velcro, tape or other adhesives. (Note that clips will need to be sized to accommodate “thicker” tables.)
 - 4. Specific Rules Regarding Clean-Up
 - a. User is responsible for all clean-up after the event.
 - b. The premises shall be left in the same condition as they were found prior to the event. User’s clean up responsibilities include, but are not limited to the following:
 - i. Removal of all items from tables, including tablecloths and flowers
 - ii. Break-down and removal of all rental equipment
 - iii. Break-down and removal of all DJ and musician’s equipment
 - iv. Disposal of all leftover foods, including refrigerated items

- v. Clean all preparation tables, sinks, ovens, stoves, and refrigerators, inside and out and wipe down walls if food or sauce has spilled.
- vi. Vacuuming the carpet and washing the kitchen floor
- vii. Removal of all trash from the premises (with the exception of the restrooms)
- c. Cleaning supplies and a vacuum are available at the facility for use.
- d. Before leaving the facility at the end of the event, User and Caterer must remove trash from Temple premises.
- e. If User or Caterer leaves trash around the base of the dumpster rather than inside, an additional fee will be assessed.
- f. User should inform Temple Administrator of any damage and/or repairs needed at the facility.

D. Permissible and Impermissible Activities

- 1. Grease and/or food refuse should not be dumped in the sink; Temple does not have a garbage disposal.
- 2. Caterers may hand wash pots and pans and rinse dishes.
- 3. Grilling is allowed outside only on the loading dock. Cooking residues shall be collected in a container and safely disposed of at the end of the event. Charcoal shall not be dumped on the grounds.
- 4. Ice shall not be dumped on the grounds.
- 5. Access to the courtyard from the kitchen is through the loading dock area and not through the building.
- 6. No smoking is allowed in the facilities.
- 7. Minors must be adequately supervised.
- 8. Sporting activities are not allowed in the facilities.
- 9. No live animals are allowed in the facilities.
- 10. Only authorized Temple agents are allowed to adjust heating and air conditioning. Users and Vendors are not permitted to handle the thermostats.
- 11. Users, Vendors and Guests are required to follow the instruction of all Temple staff, leadership and security personnel.

E. Scheduling, Time Table and Deadlines

- 1. User must abide by the time table and deadlines set by Temple regarding various responsibilities and obligations as specified in this section, specified elsewhere in these Rules and Regulations, and summarized for User's convenience in Addendum Seven (7).
- 2. User must consult with the Temple Administrator regarding plans and submit the following documentation:
 - a. At least ten (10) days before the event, submit the User's Final Plans Questionnaire which will include the following information: delivery schedule, event schedule and final floor plan specifying number and layout of Temple tables and chairs.

VI. Violations of Regulations and Agreements, Liability and Indemnification

A. Violations by User and/or Caterer

1. If the User is found to be in substantial non-conformance with the provisions of the Rules and Regulations prior to the date of the scheduled event, Temple administration reserves the right to disallow or cancel the event without reimbursement if the non-conformance is not corrected within three (3) days of notice but no later than one (1) day before the event.
2. If the Caterer is found to be in substantial non-conformance with the provisions of the Rules and Regulations prior to the date of the scheduled event, Temple reserves the right to require the User to use a different caterer if the non-conformance is not corrected within three (3) days of notice but no later than one (1) day before the event.
3. If the User or Caterer is found to be in substantial non-compliance with the provisions of the Facility Use Rules and Regulations during the event, as determined by the Temple Administrator or other Temple agent, these authorities may immediately terminate the event without reimbursement.
4. Violations of the Facility Use Rules and Regulations and/or the Facility Use Agreement by the User may result in Temple withholding all or part of the Damage Deposit and refusing to rent the facility to the User in the future.
5. Violations of the Facility Use Rules and Regulations and/or the Caterer's Agreement may result in Temple withholding all or part of the Damage Deposit, Caterer being dropped from the Temple Approved List of Vendors, and Caterer being refused permission to work at Temple in the future.

B. Liability and Indemnification

1. Temple Beth Shalom is not responsible for loss or damage before, during, or after the scheduled date of this contract to any items or materials brought to the premises for User's use of the facility.
2. Temple is not responsible for any personal injury incurred relating to User's use of the facility.
3. User and/or Caterer assume full financial responsibility and liability for any damages to personal property belonging to Temple or others and for personal injury incurred during or as a result of their use of the facility.
4. User and/or Caterer release Temple Beth Shalom from any and all liability for any right of action, claim, or demand that may accrue to the User and/or Caterer by reason of loss of any property while using the facility.
5. The User and/or Caterer agree to indemnify and hold harmless Temple Beth Shalom for any and all claims, demands, damages, actions, costs and charges to which the temple may be subject, or

which it may have to pay by reason of any injury to any person or property, or loss of life or property, suffered or sustained by the User or Caterer, their employees, contractors or subcontractors, agents, invitees and guests of the User or Caterer while in, upon, or about the premises.