



Community Synagogue of Rye

APPLICATION AND AGREEMENT FOR USE OF BUILDING AND FACILITIES 2016

Date of Function _____ Hours _____ AM/PM to _____ AM/PM

Name of Sponsor _____

Address _____

Home phone _____ Cell phone: _____

Work phone _____ Email Address _____

Purpose of Function _____

The maximum number of persons the Sponsor expects to attend is _____.

Caterer's Name _____

Address _____ Phone _____

The above-named Sponsor agrees to the "Terms and Conditions Governing the Use of the Building and Facilities of the Community Synagogue of Rye" attached to this Application as Appendix A and Food Policy in Appendix B and made a part hereof (collectively with this Application, the "Agreement"). This Agreement shall not be effective unless and until (a) it is approved in writing by the Executive Director, and, if a caterer is to be used, such caterer is approved in writing by the Executive Director, and (b) full payment of the total charges specified below is paid to the Synagogue simultaneously with the Sponsor's submission to the Synagogue of this Agreement.

A Certificate of Insurance from each vendor providing services in the synagogue building must list Community Synagogue of Rye as additional insured and indicate current Worker's Compensation Coverage must be submitted to the synagogue office no later than 10 days before the date of the event. No vendor is permitted to work in the building unless said document is provided within required time frame.

For the use of the facilities specified below, the Sponsor agrees to pay the Synagogue the charges set forth below in the total sum of \$_____:

Room Rate is up to 4 hours; additional charges of \$100/hour will be applied for events exceeding 4 hours.

Oneg Shabbat Room	\$750	M
	\$1500	NM
Social Hall	\$1000	M
	\$2000	NM
Oneg Shabbat Room and Social Hall	\$1500	M
	\$3500	NM
Classrooms	\$150	M
	\$250	NM
Police Officer @ \$200.00 for all functions above 150 persons	\$200	
 Total Charges to be paid by Sponsor	 \$_____	

M= Members; NM= Non-members

Full payment is enclosed in the amount of \$_____ and is non-refundable (unless the Synagogue does not approve the caterer, in which event such deposit shall be returned to the Sponsor).

A deposit of \$250 is hereby made by the caterer as security for its compliance with the provisions of this Agreement. All credits or adjustments shall be made not later than 5 days after the function.

Caterer's Name	Address	Phone
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Sponsor's Signature	Date
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Executive Director's Signature	Date
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APPENDIX A

TERMS AND CONDITIONS GOVERNING THE USE OF THE BUILDING AND FACILITIES OF COMMUNITY SYNAGOGUE OF RYE

Definition

Unless otherwise specified, the term "Synagogue," when referring to a location, means the Synagogue building, the Early Childhood Center, the parking lot and all surrounding property owned by Community Synagogue of Rye.

General Provisions

1. The Synagogue shall be used only for the purpose stated in the Application. No function may be held on Friday afternoons, Shabbat (other than Bar/Bat Mitzvah receptions), Holy Days or Festivals.
2. Except with the prior written approval of the Executive Director, the Rabbi of the Synagogue shall officiate or supervise at all weddings and Bar/Bat Mitzvahs, and no visiting Rabbi may conduct, supervise or participate in any service at the Synagogue.
3. All food shall be in strict compliance with the Synagogue's Food Policy, a copy of which is attached hereto as Appendix B and made a part hereof. Except with the prior written approval of the Executive Director, no food, drink or refreshments of any kind may be served in any room or building of the Synagogue other than the Oneg Shabbat room and Social Hall. Alcoholic beverages shall not be served anywhere at, in or near the Synagogue prior to any religious ceremony. Gambling or smoking at, in or near the Synagogue is prohibited.
4. Except with the prior written approval of the Executive Director, no decorations other than flowers and potted plants may be brought into the Synagogue or hung, pasted or fastened by any manner or means from any walls or ceilings or doors, and no alterations, additions or rearrangements of the furnishings, draperies or decorations in the Synagogue may be made.
5. In the event that the function is catered, the caterer shall have access to and use of the Synagogue for one and one half hours immediately preceding the function in preparation thereof, provided that such use, in the view of the Executive Director, does not interfere with religious services, religious functions or religious classes.
6. The Synagogue custodian shall be present at all functions. His services shall be limited to setting up for the function and in restoring the premises after the function. He shall not be required to wash dishes, clean the premises or remove garbage, this being the responsibility of the caterer. A Sponsor desiring additional services by the custodian or any other employee of the Synagogue shall so specify in the Application and such additional services shall be at the expense of the Sponsor unless specifically agreed to in writing in advance by the Executive Director. No employee of the Synagogue shall be required to comply with any instruction unless given by the Rabbi, the Cantor, or the Executive Director.
7. Proper decorum and reasonable standards of behavior shall at all times be maintained and enforced by the Sponsor. The Sponsor and all of its agents, servants and employees and outside contractors and their agents, servants and employees shall at all times comply with the rules, customs and practices of the Synagogue.
8. The taking of all photographs and tape recordings of weddings, Bar/Bat Mitzvahs and other functions shall be subject to the rules of the Synagogue. All lighting, sound, video, audio and stage equipment must be set up by the Sponsor and meet all rules of the Synagogue.
9. No equipment or other personal property of the Synagogue may be removed from the Synagogue at any time.
10. All exit doors shall be left free and unobstructed. No labels, decorations, palms, or anything else may be placed in front of any door or exit.
11. Rehearsals shall be scheduled by the Rabbi, Cantor or Executive Director as they can be accommodated and shall always be subject to change by the Synagogue with or without prior notice.

12. The official closing time for all evening functions is 11:00 p.m. No function will be permitted to run beyond the time set forth in the Application without the prior written approval of the Executive Director.

13. All deliveries to and removals from the kitchen or other room of the Synagogue shall be made only by way of the service entrance at the rear of the Synagogue. At the conclusion of the function, the Sponsor shall remove all supplies, equipment, decorations and garbage from the Synagogue and shall leave the same, including all kitchen equipment, utensils and other physical property, in a clean and undamaged condition.

14. A police officer shall be hired by the Sponsor to supervise the entrance and hallways for any function involving more than 100 people; provided, however, that the Executive Director shall have the right in her sole discretion and at the expense of the Sponsor to require the presence of one or more police officers (regardless of the number of persons expected to attend the function) and/or to require the services of one or more parking attendants and/or more check room attendants.

15. The Sponsor shall pay all applicable Federal, State and City sales or other taxes, and shall comply with all laws, ordinances and regulations of the City of Rye, County of Westchester, State of New York, the Federal government and all departments and officials thereof.

16. Nothing in this Agreement shall prevent the Synagogue from using any of its facilities not reserved in this Agreement for the Sponsor, and the Sponsor agrees to cooperate with such use by the Synagogue.

17. A Certificate of Insurance from each vendor providing services in the synagogue building must list Community Synagogue of Rye as additional insured and indicate current Worker's Compensation Coverage must be submitted to the synagogue office no later than 10 days before the date of the event. No vendor is permitted to work in the building unless said document is provided within required time frame.

18. The Synagogue shall have no responsibility or obligation to provide any food, decorations, linens, entertainment, photographs, flowers, gratuities, dishes, glasses, cutlery, flatware, furniture, furnishings, equipment, supplies, recordings, coat room attendants, parking lot attendants, janitorial services or other help, or pay for the same. Provision of such items shall be entirely the responsibility of the Sponsor, who shall pay for same.

19. The Synagogue shall have no responsibility or liability for, and shall not be liable for any damage to or loss of, personal property of any kind or nature brought into the Synagogue building or onto the Synagogue's property by the Sponsor, caterer, the Sponsor's guests, invitees, servants, agents, employees, caterers, decorators, entertainers or outside contractors, or the servants, agents and employees thereof. All of such personal property, including motor vehicles, brought to or left on or in the Synagogue shall at all times be at the risk of the owner thereof. The Sponsor assumes the responsibility of so notifying all of its guests, employees, invitees, servants, agents, caterers, decorators, entertainers, or outside contractors, or the servants, agents and employees thereof.

20. The Synagogue shall have no responsibility for or liability for any loss or damage for failure to perform under this Agreement or failure to supply any service when prevented from doing so by labor troubles, accidents, restrictions on travel, or any cause beyond the Synagogue's reasonable control, or by orders or regulations of any governmental authority, or failure of fuel supply, water, gas, electricity, air-conditioning, or any other facility.

21. In the event the Sponsor cancels or otherwise breaches this Agreement, the Synagogue may retain all payments made by the Sponsor as security for damages, which damages shall in no event be deemed to be less than such payments. Such retention of payments shall not relieve the Sponsor of any additional liability to Synagogue under this Agreement. No refund or abatement in whole or in part of the charges set forth in the Application shall be made unless the Executive Director rejects the Application, does not approve the Sponsor's designated caterer, or otherwise authorizes in writing such refund or abatement.

22. The Sponsor shall be liable and responsible for, and hold harmless, and indemnify the Synagogue and the Synagogue's trustees, officers and employees for, any loss, liability, expense or claims of any kind resulting from an act or occurrence by the Sponsor or its guests, invitees, servants, agents, employees, caterers, decorators, entertainers, or outside contractors, and all servants, agents and employees thereof, occurring during, or arising out of, or in any way connected with, the function and shall indemnify and defend the Synagogue and the Synagogue's trustees, officers and employees against any liability or claims that may be made by anyone arising out of or relating to such function or anything done in preparation therefor or the furnishing or cleaning up in connection therewith. The Sponsor shall also indemnify and reimburse the Synagogue and the Synagogue's trustees, officers and employees for all costs and expenses, including attorney's fees, that the Synagogue or its trustees, officers or employees may incur in enforcing the Sponsor's obligations under this Agreement or in defending against any such liability or claims.

23. The Synagogue may terminate this Agreement at any time and cancel the right of the Sponsor to hold a function in or with the Synagogue for which a reservation has been made in the event that the Sponsor or its caterer (1) is in default under this Agreement, (2) has breached any term or condition thereof, or (3) has made any misrepresentation with respect to the nature of the function or the number of persons attending the function. In the event that the Synagogue exercises its right to terminate this Agreement, the Synagogue may retain any deposit or contribution made to it as liquidated damages.

Submissions

24. Ninety Days- If the Sponsor is a member of the Synagogue, all dues, assessments, building fund pledges, religious school, Bar/Bat Mitzvah and other fees or charges for the current year, as well as for any prior year, shall be paid in full at least 90 days prior to the holding of the function. In the event the Sponsor fails to pay all such fees and charges, the Synagogue may terminate this Agreement.

25. Sixty Days – At least 60 days before the function, the Sponsor shall:

- (a) file with the Executive Director a copy of this Agreement signed by the caterer;
- (b) file with the Executive Director in writing the names and addresses of all decorators, entertainers and other outside contractors engaged by the Sponsor; no decorator, entertainer or other outside contractor may be used in the Synagogue without the prior written approval of the Executive Director; and
- (c) file with the Executive Director certificates of insurance, which are subject to the approval of the Executive Director, showing that the Sponsor, caterer, decorator, entertainer and other outside contractors are covered with and carry insurance for the benefit of the Synagogue as follows and in the following amounts:
 1. Workmen's Compensation Insurance and all other insurance as required by law.
 2. Public Liability Insurance, in limits of \$300,000/\$500,000.
 3. Property Damage Insurance in limits of \$50,000.
 4. Neither the failure of the Sponsor to provide a Certificate of Insurance as herein stated nor the provision of such as herein stated nor the provision of such insurance shall be deemed to be a waiver of any responsibilities or liabilities of the Sponsor herein.

26. Thirty Days – Any and all plans and schemes for temporary lighting, stage equipment and/or decorating (floral or otherwise) shall be submitted to the Executive Director at least 30 days before the function for her written approval, which she may withhold in her sole discretion.

27. Fourteen Days – If any license and/or permit is required for the function, such license and/or permit shall be procured from the proper public authorities by the Sponsor at its own cost and expense and provided to the Synagogue at least 14 days before the function is to be held.

28. Ten Days – Caterers and cooks shall furnish to the Executive Director at least 10 days before any function proof of Health Permits and Licenses in a form satisfactory to the Executive Director in her sole discretion.

Other Provisions

29. This Agreement shall not be transferable by the Sponsor without the prior written approval of the Executive Director.

30. The Sponsor waives the right to trial by jury in any action instituted respecting the performance or nonperformance of the terms of this Agreement.

31. The persons executing this Agreement represent that they are of full age and, further, if an organization is named herein as the Sponsor, that they are authorized to execute this Agreement on behalf of the said organization.

32. This Agreement is executed in New York and shall be governed by and interpreted in accordance with the law of the State of New York, applicable to agreements entered into and to be performed wholly in New York and without regard to conflict of laws.

33. This Agreement is absolute and unconditional and contains the entire agreement between the parties pertaining to the subject matter of this Agreement. The Sponsor expressly acknowledges that the Synagogue has not made any promises, agreements or representations to it, whether written or oral, except as expressly set forth in this Agreement, including any promises, agreements or representations inconsistent with the terms of this Agreement. The Synagogue expressly acknowledges that the Sponsor has not made any promises, agreements or representations to it, whether written or oral, except as expressly set forth in this Agreement, including any promises, agreements or representations inconsistent with the terms of this Agreement

34. This Agreement may not be amended, waived, altered, modified, changed, rescinded or terminated (except as provided in paragraphs 23 and 25 above) except by an instrument in writing signed by the Sponsor and by the Executive Director. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

APPENDIX B
COMMUNITY SYNAGOGUE FOOD POLICY

The following food policy applies to any meeting, function or other gathering sponsored by or held at the Synagogue and to any employee, student, guest or other person while on the premises of the Synagogue:

1. No pork or shell fish may be served, made available or consumed.
2. Dairy and meat shall not be served or made available in the same dish (e.g., cheeseburgers, chicken parmigiano).
3. Nothing herein shall bar any person:
 - (i) from sponsoring a function, such as a Bar Mitzvah, Bat Mitzvah or wedding reception, at which the rules of kashrut apply or at which more stringent standards for the separation of dairy and meat apply (e.g., serving only dairy or meat or barring the mixing of dairy and meat by guests on their own plates); or
 - (ii) from mixing dairy and meat on his or her own plate or in any dish they bring to the Synagogue to consume on their own.