

Congregation Dor Tamid Use of Facilities Agreement

CONGREGANT INFORMATION:

NAME: _____

ADDRESS: _____

HOME PHONE: _____ WORK: _____

FAX: _____ CELL: _____

EMAIL: _____

If the room rental is being shared by two families, please provide contact information for the second congregant family below. If this does not apply to your event, please leave this section blank. The room reservation is not official until all paperwork and deposits are received, from all families.

CONGREGANT #2 INFORMATION:

NAME: _____

ADDRESS: _____

HOME PHONE: _____ WORK: _____

FAX: _____ CELL: _____

EMAIL: _____

DESCRIPTION OF EVENT:

Date of Event:		Estimated Number of Attendees:	
Start Time:		End Time:	
Type of Event:			
Description			

For Office Use Only:

Date rental agreement and deposit received: _____

Date final payment is due: _____

Notes for Facilities/Temple Administrator

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Saturday Afternoon Kiddush Room Rentals

Selection	Room Rental Description	CDT Member Cost	Total Cost
	Social Hall Only (Maximum Seating Capacity: 150 Theater, 100 Banquet)	\$275.00	
	Social Hall and Sanctuary (Maximum Seating Capacity: 500 Theater, 300 Banquet)	\$375.00	
	Additional Security*	\$40	
Total Rental Amount Due			
50% Deposit (Required with room reservation)			
Balance Due (Full payment required at least 60 days prior to event)			
Refundable Damage Deposit**			\$100.00

Kiddush Room Rental costs include all required security, custodial, setup, and tear down fees. The room rental is for approximately two hours, typically 12:30 PM – 2:30 PM, unless alternate arrangements are made. In addition to the time designated for the Kiddush, caterers may setup and cleanup before and after the event. Caterers may begin setup at 10:30 AM and must be completed by 3:00 PM unless otherwise notified by the CDT Temple Administrator.

*Parties exceeding 200 persons require one additional security person. This does not apply to Friday Night pre-Shabbat dinners or Saturday afternoon Kiddush immediately following services unless alcohol is served.

**Refundable Damage Deposit must be provided as a separate check post dated for the date of event. The check will be held at CDT until the event has completed, and if there is no damage it will be shredded.

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Party Room Rentals

Selection	Room Rental Description	Base Cost	Additional Hours	Cost Per Additional Hour	Total Cost
	Weekend or Holiday Day -Ends by 6 PM -Base Party: Up to 4 Hours	\$550		\$125	
	Weekend or Holiday Evening -Ends by 12 AM -Base Party: Up to 4 Hours	\$700		\$150	
	Weekday (Mon-Fri) -Includes Shabbat Dinners -Base Party: Up to 2 Hours	\$250		\$100	
	Additional Security*			\$40	
Total Rental Amount Due					
50% Deposit (Required with room reservation)					
Balance Due (Full payment required at least 60 days prior to event)					
Refundable Damage Deposit**					\$100.00

*Parties exceeding 200 persons require one additional security person for all hours. This does not apply to Friday Night pre-Shabbat dinners or Saturday afternoon Kiddush immediately following services unless alcohol is served. Cost of additional security is subject to change.

**Refundable Damage Deposit must be provided as a separate check post dated for the date of event. The check will be held at CDT until the event has completed, and if there is no damage it will be shredded.

Party Room Rental costs include all required security (unless otherwise indicated), custodial, setup, room flip, dance floor when needed, and tear down. The costs are for both the Social Hall and Sanctuary as needed. *Facilities and the Temple Administrator will identify the room setup configuration based on the number of attendees and room configuration requirements for the party.* All costs are fixed regardless of included or excluded options (room configuration, time, and dance floor) unless specifically noted in the Use of Facilities Agreement.

Dance Floor

Dance Floor setup is required for any party with music (self provided, DJ, or band).

Do you require a dance floor setup for your party? YES NO

If yes, please choose desired dance floor size (Note: Dance floor will be set-up 8 feet from wall unless specified.)

Dance Floor Size	Selection
24x24 (max 64 dancers)	
21x21 (max 49 dancers)	
18x18 (max 36 dancers)	

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TERMS OF AGREEMENT

Congregation Dor Tamid (“CDT”) hereby agrees to permit the person named below (the “Congregant”) to use CDT facilities in accordance with the terms and conditions set forth herein below:

1. Terms of Payment: All fees will be paid in accordance with the following schedule:
 - a) A deposit of fifty percent (50%) of the Total Amount Payable shall be due and payable at the time of the execution of this agreement; and
 - b) The remaining fifty percent (50%) shall be due and payable sixty (60) calendar days prior to the date of the event.

No facilities will be considered to be reserved until such time as the Congregant and CDT have executed this agreement, and the applicable deposit has been remitted.

In the event that the fees described herein are not timely made, CDT shall have no obligation to hold facilities hereby reserved by the Congregant and may cancel the reservation.

The Congregant must be current in all dues, building fund contributions, religious school and other fees and charges in order to schedule an Event or to reserve CDT facilities. CDT reserves the right to cancel any reservation if after entering into this agreement, such Congregant becomes delinquent in any of his/her dues, building fund contributions, school and other fees and charges.

2. Refund Policy: In the event of a cancellation, CDT will refund any monies advanced in accordance with the following:
 - a) Six (6) months or more prior to the event: 100%
 - b) Less than six (6) months but more than sixty (60) days: 50%
 - c) Less than sixty (60) days: No Refund
3. House Rules: Congregant hereby agrees to abide by and comply with the Rules and Policies adopted by CDT relative to the use of facilities (the “House Rules”). A copy of the House Rules is attached as Exhibit A and is made a part hereof.
4. Event Vendors Compliance: The Congregant agrees to make all parties engaged by the Congregant relative to the Event (“Event Vendors”) aware of the House Rules, and understands that all Event Vendors must abide by and comply with the House Rules. Congregants must provide a list of Event Vendors to the congregation office at least ninety (90) days prior to the event. At least sixty (60) days prior to the Event, vendors must present:
 - a) Certificate of Insurance indicating current coverage for a) worker’s compensation in accordance with law, b) public liability in an amount not less than \$1,000,000, c) property damage and d) Alcohol related liability.

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- b) Signed Hold Harmless Statement per Exhibit B
- c) Copy of their Liquor License (if Alcoholic beverages are to be served).

In the event that the above listed documentation is not timely provided, Congregation Dor Tamid may, at its option, terminate this Agreement.

5. Indemnification: As a material consideration in inducing CDT to enter into this agreement, the Congregant does hereby agree to indemnify CDT, and hold it harmless, from any and all loss, cost, damage, expense (including, without limitation, reasonable attorney's fees actually incurred), demand, judgment, claim, cause of action and/or liability arising and against, from or out of the Event or the use of CDT facilities by the Congregant, its vendors, agents, servants, contractors, employees, guests or invitees (including, without limitation, the Event Vendors). Such indemnification shall survive to the expiration or early termination of this agreement.

6. Damage to Facilities: In all activities related to the Event, Congregant does hereby agree to protect, preserve and maintain all CDT facilities. In addition, the Congregant does hereby agree to utilize his/her best efforts to avoid risks to persons and CDT property related to the Event. In particular, the Congregant understands and agrees that the Congregant shall be solely responsible for any and all damage to CDT property by the Congregant, by any invited guest of the Congregant, or by any Event Vendor. In this regard, the Congregant will reimburse CDT for any damage to, or loss of, CDT property as determined by CDT, sustained as a result of the use of CDT facilities by the Congregant, its vendors, agents, servants, contractors, employees, guests or invitees (including, without limitation, the Event Vendors). CDT shall remit a statement to the Congregant promptly after the event delineating any damages CDT shall have incurred with respect to the Event. Damage, breakage, clean up, and other out-of-pocket expenses may be taken by CDT out of the damage deposit, if any; and the remainder thereof shall be refunded by CDT by check delivered with such statement. In the event the damages incurred exceed the amount of the damage deposit, or if there shall have been no damage deposit, then the balance due and owing by the Congregant for any such damage or loss shall be paid to CDT within thirty (30) calendar days of the date of the statement.

7. No Liability Assumed by CDT: CDT assumes no liability or responsibility to any party for personal injury, or damage or loss to property, related to or arising from the use of CDT facilities. In addition, CDT assumes no liability or responsibility for, and shall also not be held liable for, damage to or loss of any merchandise or personal articles brought onto the grounds of CDT, including, without limitation, merchandise and/or personal property stored on the premises of CDT in connection with the use of CDT facilities.

8. Force Majeure: CDT shall be not be liable for damages and may terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God such as act of nature (e.g. flooding, earthquake, tornado, etc.), wars, riots, insurrections and/or any other cause beyond CDT's reasonable control provided that, as a condition to the claim of non-liability, CDT gives the other party to the rental contract prompt written notice, with full details following the occurrence of the cause relied upon.

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9. Georgia Law: This agreement shall be governed by the laws of the State of Georgia.

10. Dispute Resolution: If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

The Congregant(s) and CDT agree that this Agreement sets forth the entire mutual agreement between them, and that any changes to the terms and conditions set forth herein must be (a) expressed in writing; and (b) signed by both the Congregant(s) and CDT. If more than one Congregant is co-renting the facility, both Congregants are fully responsible for the agreement in its entirety.

CONGREGANT #1

CONGREGANT #2 (If Applicable)

Signature

Signature

Print Name

Print Name

Date

Date

CONGREGATION DOR TAMID

Signature

Print Name

Title

Date

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EXHIBIT A

Rules and Policies for the Use of Congregation Dor Tamid Facilities (House Rules)

Congregation Dor Tamid (CDT) welcomes the use of its buildings, facilities and grounds by congregation members (Congregant), and endeavors to accommodate and facilitate such use whenever possible. It should be remembered that CDT is first and foremost a place of worship, and all persons while on the premises of CDT are expected to show respect and to conduct themselves accordingly. CDT reserves the right to have a representative present at any Event to check on compliance with the House Rules and to take immediate action to correct non-compliance to include asking individuals to leave the premises.

1. Priority Use: Congregation Dor Tamid is used for worship, education, life-cycle and holiday celebrations, community service and social activities. With the exception of pre-scheduled congregational events, members whose children are celebrating Bar/Bat Mitzvahs have priority to reserve and use CDT facilities for the day and evening of the Bar/Bat Mitzvah. All other member functions will be scheduled, subject to availability, in the order they are confirmed. Non-member events shall not be confirmed any earlier than sixty days prior to the event.

Only the clergy of CDT are permitted to conduct religious ceremonies on the premises of CDT, without the prior consent of the clergy of CDT; which approval will not be unreasonably withheld. All life-cycle events are to be scheduled by the CDT office.

1.A. Bimah: The bimah may not be used for any activities during parties or for other rentals unless permission is explicitly given, in writing, by the Temple Administrator and/or Facilities Chair. This includes, but is not limited to, disc jockeys, bands or video screens. No one is permitted on the bimah at any time when the facility is being rented.

2. Smoking: Smoking on CDT property is prohibited at all times.

3. Timing: When two (2) or more events are scheduled on the same day, the Congregant agrees to abide by the time limits established by CDT in order to coordinate both events.

4. Children: Children must be supervised at all times while on CDT property.

5. Decor: Choice of decorations, decor, cuisine, flowers and music is the responsibility of the Congregant. The Congregation office must be informed of your planned decor and program. In addition, the following rules and regulations govern decorations:

a) Decorations are restricted to the facilities reserved; no decorations may be added to the outside of the building.

b) Rice, birdseed, rose petals and/or confetti may **not** be used.

c) Decorations of any sort shall not be attached, by any means, to the ceilings or light fixtures. Decorations shall not be pinned, nailed, stapled, or attached in any way to doors,

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drapes, pews, tables, chairs, furniture or other property. Easily removable non-marking tape (such as “gaffer’s tape”) may be used to temporarily affix decorations to walls. Loose glitter may **not** be used in decorations.

- d) All decorations must be removed immediately following the Event.
- e) Use of open flame candles is restricted to the Bar Mitzvah, Event cake or ceremonial candle lighting.
- f) Use of confetti guns, mechanical smoke or fog machines or similar items is **not** allowed.
- g) All lighting, sound, electrical, audio-visual and stage equipment must be set-up and removed under the supervision of CDT staff or representative.

6. Dietary Restrictions: CDT practices the Talmudic principle of *Marit Ayin*. The way an act appears is to be taken into consideration even if it is permitted. While in Reform Judaism the observance of dietary restrictions is a matter of individual choice, we do not allow pork, shellfish into the building, or to be served at any CDT function out of respect for the congregants who chose to observe dietary restrictions. Additionally, Milk and Meat should be presented on separate serving dishes and not deliberately mixed wherever possible.

We are not a Kosher facility and do not require Kosher caterers or Kosher food to be utilized.

7. Liquor: Alcoholic beverages may be served on CDT premises only to persons 21 years of age or older. Each Event serving alcoholic beverages is required to have bartender of legal drinking age who is not an Event guest. Such bartender is to be responsible for the set-up and tear-down of the bar facilities. The Congregant renting the facility for an Event at which alcoholic beverages are served is fully responsible for assuring that attendees drink responsibly; and that a valid liquor license is maintained in accordance with all legal requirements. Whenever alcohol is served during an Event, security will be required and must meet CDT specifications. Notwithstanding the foregoing, no alcoholic beverages may be served at Kiddish luncheons (except for ritual wine).

8. Set-up and Clean-up: It is the sole and exclusive responsibility of the Congregant or its vendors to:

- a) Set-up and tear down of all external furniture and equipment not provided by CDT
- b) Serve and clear food
- c) Clean waste from the floors and tables
- d) Remove all garbage bags and properly dispose of the same either by placing them in the dumpster or removing them entirely from CDT property.

The Congregant and/or its vendors are solely and exclusively responsible for supplying garbage bags for the collection of garbage generated by the Event. The Congregant and/or its vendors are

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solely and exclusively responsible for leaving the kitchen and other facilities utilized in a clean and orderly condition. CDT will bill Congregant for any cleaning charges incurred subsequent to the Event.

9. Dishwashing: The Congregant and/or its caterers are solely and exclusively responsible for all dishwashing. CDT does not assume any responsibility or liability for damage to dishes.

10. Flowers: The Congregant may, at its sole cost and expense, provide flower arrangements for the bimah of the Sanctuary. Such arrangements must be coordinated with and approved by the congregation office.

11. Music: No lewd, vulgar or explicit lyrics are permitted.

12. Photography: No amateur or professional photography is permitted during any religious service. Photography to be taken at a rehearsal or before or after a service must be arranged through the congregation office.

13. Video Recording: All videos taken during religious services shall be filmed from a stationary camera at a fixed position located in the back of the Sanctuary as directed by the congregation office.

14. Closing Time: All events at Congregation Dor Tamid must conclude by 12:00 o'clock midnight. If the facilities are needed later than 12:00 o'clock midnight, the congregation office can make accommodations. An additional fee for use of the facilities after 12:00 o'clock midnight will be required.

15. Security: It shall be the sole and exclusive province of CDT to determine the security needs for any Event. The security service provider regularly engaged by CDT to meet its security requirements shall provide all security personnel and other security services. CDT will make all arrangements with the security service provider for the provision of security for Events. Congregant will be responsible for the actual cost incurred for providing security officers or other required security services. Generally armed off-duty law enforcement officers will provide security. If required, security personnel will generally be engaged according to the following schedule:

- a) 0-200 Adults, 1 Officer
- b) 201 or more Adults, 2 Officers
- c) 0-100 teenagers, 1 Officer
- d) 101 or more teenagers, 2 Officers

Any representative of CDT who witnesses any individual(s) engaged in unacceptable behavior reserves the right to ask, or make arrangements for said individual(s) to leave the CDT premises.

16. Coat Check: CDT assumes no liability or responsibility to any party for theft, loss or damage to personal items brought onto CDT premises whether in conjunction with an Event or otherwise.

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17. Minimal Kiddish: Kiddish Lunches must make provision to serve at least twenty (20) congregation members in addition to invited guests.

18. Safety:

- a) CDT shall be allowed to review all Event plans and related safety measures.
 - b) All laws and regulations particularly those dealing with safety and/or fire will be strictly enforced.
 - c) All exit doors, hallways, and stairwells must remain clear and unobstructed.
- 1) Weapons are not permitted on CDT property except as provided by Georgia law.

19. Deliveries: Deliveries to CDT in connection with an Event must be coordinated in advance with the congregation office.

20. B’Nai Mitvot Celebrations:

- a) Single B’nai Mitzvah: The family is free to reserve and utilize the facilities for either a Kiddush reception or party.
- b) Double or Shared B’nai Mitzvah:
 - (1) If both families wish to have a Kiddush reception they will be required to share the facility.
 - (2) Any conflicts that may arise concerning use of the facility will be decided using a lottery system.
- c) Kiddush receptions should be complete (including clean-up) by 3:00 PM.
- d) Evening receptions may begin at 6:00 PM (8:00 PM if there is an afternoon service).
- e) Facilities will be open one hour prior to the start of the service.

* Afternoon functions must be complete including clean-up by 6 pm.

** The facility will be available for evening functions beginning at 6 pm (8 pm on Saturday if there is an afternoon B’nai Mitzvah service). Functions must be complete including clean-up by 12 midnight.

Normally a rental fee will not be charged for events sponsored by CDT.

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EXHIBIT B

Vender Hold Harmless Statement

The undersigned Vendor hereby agrees to indemnify Congregation Dor Tamid (CDT), and hold it harmless, from any and all loss, cost, damage, expense (including, without limitation, reasonable attorney's fees actually incurred), demand, judgment, claim, cause of action and/or liability arising and against, from or out of the Event or the use of CDT facilities by the Vendor, its agents, servants, contractors, employees.

Event: _____ Date: _____

Vendor: _____

Name: _____ Position: _____

Signature: _____

Date: _____