



אַרְזֵי דָרוֹם

Congregation Arzei Darom

725 Queen Anne Road • Teaneck, NJ 07666 • info@arzeidarom.org

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement ("Rental Agreement") is made on _____ 2008 by _____ (hereinafter "Renter") and Congregation Arzei Darom (hereinafter "Arzei" or "Arzei Darom") for use of Arzei Darom's facilities located at 725 Queen Anne Road, Teaneck, New Jersey (hereinafter "Shul") by Renter for a _____ (hereinafter "Event") in accordance with the terms and conditions set forth herein.

1. **Application.** Renter shall complete the attached Rental Application and return it to Carlos Sarue (carlos.sarue@verizon.net or cell # 917-686-4209) along with a deposit within 5 days to guarantee the reservation of the Shul. **Reservations are not guaranteed without a deposit.** Within 14 days of receipt of an Application (or sooner if your event is within 14 days) Carlos Sarue 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 Arzei Darom. If you are advised that the caterer does not have an approved Caterer's Application on file with Arzei Darom, 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 Ciment at 201-530-0043.
3. **Mashgiach. A Mashgiach T'midi will be required for all private events that require the use of the kitchen.** 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 at a cost of \$225 per event (for certain exceptions for multiple Shabbat events may be a flat rate) starting at the moment the kitchen is unlocked to the point the kitchen is locked. This fee 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 Arzei Darom and if the event is cancelled without advanced notice, Arzei may be obligated to pay the Mashgiach for his time. No exceptions will be allowed to this policy. Any Mashgiach needs to meet the approval of the RCBC. Rabbi Ciment is the final authority on all kashrut issues in the Shul.
4. **The Shul does not allow any self-catered events.** All events must be catered by an RCBC/OU/Kof-K caterer. All food delivered from the approved caterer or picked up from the approved caterer must be sealed by tape that bears approved kashruth 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.

If your event will have food from an approved caterer and you will be using your own waiters to serve, as long as the kitchen will not be used, a Mashgiach T'midi is not required for the event. 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.

5. **The consumption of food or beverages is permitted ONLY in the downstairs social hall.**
6. **Alcoholic Beverages.** If wine or liquor is to be served, a Mashgiach is required or the alcoholic beverages must be pre-approved by the Kiddush Committee and delivered in advance of the event. 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

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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 the Kiddush Committee.

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 Carlos Sarue, or the deposit may be refunded subject to a cancellation penalty at the sole discretion of Arzei Darom.
9. **Parking.** No guests or workers may park cars in front of the immediate neighbors' driveways. In addition, no guests or workers may park cars in the *Shul* parking lot or directly in front of the *Shul* on *Shabbat* and *Yom Tov*.
10. **Decorations.** No decorations may be attached to the ceilings or walls of the Shul. 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 Arzei Darom.
12. **Equipment.** No refrigerator trucks or other machinery or equipment may be left in the Shul parking lot without prior consent from the Facilities Committee Chairperson.
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*. Mixed dancing is expressly prohibited. Any activity or event which is questionably in compliance with *Halacha* must be approved by the Rabbi prior to the activity or event taking place.
15. **Compliance With Laws.** The Shul may not be used for any event or activity which is illegal, dangerous, hazardous or otherwise not in compliance with governmental laws, rules, codes and regulations.
16. **Event Preparation.** On *Shabbat* or *Yom Tov* morning no preparations or set-up may interfere with Youth Groups. Caterer's equipment must not be visible during davening. 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 IS IN CONSTANT USE AND 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*; The Caterer will normally handle these matters, but the Renter remains responsible to the extent the Caterer fails to do so. All floors must be swept and mopped, as appropriate. All chairs and tables must be reset, in the manner found prior to the event.
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.



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- 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 Arzei 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 \$200 Security Deposit when renting the Shul. Arzei Darom 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, Arzei Darom 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 Arzei Darom and its officers, members, employees and agents (collectively "Arzei"), from and against any and all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, incurred by Arzei, 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 Arzei Darom, 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. Arzei 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. Arzei Darom shall be included as additionally insured in the insurance certificate by the approved caterer. Arzei shall be identified in the Caterer's contract and will be examined by Arzei Darom.
27. Additional Rules. Arzei Darom may adopt Additional Rules and Regulations for a specific Event, as deemed appropriate by Arzei Darom 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 Arzei Darom, any other Orthodox Jewish Beit Din.

Accepted By:

Renter:

Congregation Arzei Darom:

Signature of Renter

Signature of Arzei Darom

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Congregation Arzei Darom
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INDIVIDUAL SIMCHA 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: _____ **\$ 200.00**

TOTAL DUE: _____

Deposit: _____ **Date Received:** _____

RENTAL FEE SCHEDULE

	MEMBER	ASSOCIATE MEMBER	NON- MEMBER
One Shabbat Event with food	\$ 350	\$ 400	\$ 450
Two Shabbat Events with food	\$ 450	\$ 500	\$ 600
Three Shabbat Events with food	\$525	\$ 575	\$ 675
Four Shabbat Events with food	\$ 575	\$ 625	\$ 725
One Shabbat Event with no food	\$ 200	\$ 225	\$ 250
Brit Milah / or / Individual Event	\$350	\$ 400	\$ 450
Shul Only	\$ 200	\$ 225	\$250