

# Congregation Or Atid

## B'nai Mitzvah Rental Agreement

This Rental Agreement, dated \_\_\_\_\_, 200\_, is between Or Atid Conservative Jewish Association (“Congregation Or Atid”) and \_\_\_\_\_ (the “Renter”), with a principal place of business or residence at \_\_\_\_\_, for the use of Congregation Or Atid’s facilities located in Wayland, Massachusetts (the “Facility”).

Renter agrees to rent and Congregation Or Atid agrees to furnish on \_\_\_\_\_ (the “Date”) the following portions of the Facility: \_\_\_\_\_, for the duration listed in the Table of Fees below. The space shall be used solely for (type of event): \_\_\_\_\_ (the “Event”).

**Table of Fees**

Event Type	Description of Facility Use <b>Note: All financial obligations to the congregation must be current in order to rent these spaces.</b>	Member Fee	Non Member Fee	Write Selection in this Column
<b>Kiddush</b>				
Ceremonial Kiddush	Use of Lobby only, up to 175 people. Saturday after services. Does not include cost of catering service. Requires \$500 security dep. Ends by 2:00.	\$350	N/A	\$
Full Kiddush	Use of Social Hall and kitchen Saturday after services. Two hours, ends by 2:00. Requires \$1000 security dep.	\$750	\$1,000	\$
<b>Day Simcha Party</b>	Lobby and Social Hall only. Five hours, ends by 5:00. Requires \$1000 security dep.	\$1,000	\$1,400	\$
<b>Night Simcha Party</b>	Lobby and Social Hall only. Five hours, begins 6:00PM, or 1 hour after Shabbat, whichever is later, ends by 12:00AM. Requires \$1000 security dep.	\$1,500	\$2,000	\$
<b>Sanctuary service at times the congregation does not meet</b>	Rosh Hodesh B’nai Mitzvah	\$250	N/A	
<b>Total Rental Fee</b>				\$

Security Deposit *Circle one* \$500 \$1000. See agreement sections 9 and 10 for appropriate deposit.

50% of total rental fee (including security deposit) is due upon signing agreement. Payment in full is due six months prior to rental date.

Total Enclosed \$ \_\_\_\_\_

This Rental Agreement is subject to the Terms and Conditions and Policies attached on Appendices A-D, which are a part of this Agreement.

**Or Atid Conservative Jewish Association**

By: \_\_\_\_\_

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

**Sign here if Renter is an individual**

By: \_\_\_\_\_

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

**Sign here if Renter is an organization**

Organization name: \_\_\_\_\_

By: \_\_\_\_\_

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

## **Terms and Conditions**

### **1. Use of Facility; Date**

The Event may not impede or interfere with Congregation Or Atid's religious services, school, or any religious activities or affairs. The reservation of the Date is not final until this Agreement is signed by all parties, any required deposits have been paid, and the renter is current with any and all financial obligations to the congregation.

### **2. Shabbat and Holiday Observance**

No providers of hired services may violate Congregation Or Atid's Shabbat and Holiday policy in preparation for the Event. Neither deliveries nor removal of goods are permitted after noon on Friday or before the end of Shabbat on Saturday. Delivery and removal times must be arranged in advance. Congregation Or Atid's policy concerning Shabbat and Holiday observance is attached as Appendix B.

No photography of any kind, including video recordings, is permitted on Shabbat or Festivals in the Sanctuary, the social hall, or any other part of the Facility or grounds.

Music of any kind must comply with Congregation Or Atid's policy concerning Shabbat and Holiday observance. The Rabbi must be consulted prior to arranging music on a Shabbat or a Holiday.

### **3. Smoking**

Congregation Or Atid is a non-smoking facility and smoking is prohibited at all times. Smoking on Shabbat and holidays is prohibited on the grounds as well as in the building.

### **4. Kashrut; Caterers**

Congregation Or Atid is a Kosher facility. The Renter is responsible for providing all food and beverages for the Event. Renter may bring prepared or packaged food for the Event only after approval from the Kitchen Committee. Only Kosher caterers subject to the Kashrut license of the Kashrut Commission of the Synagogue Council of Massachusetts (The Va'ad Harabonim), or caterers subject to such other Kashrut licenses as the rabbi of Congregation Or Atid deems acceptable, shall be permitted to provide food services in the Facility. Caterers must be selected from the approved list and must operate in strict compliance with Congregation Or Atid's Kashrut policy, attached as Appendix C. The list of approved caterers is available in the office and in the kitchen.

All hired service providers and vendors must leave the areas in which they operate clean. All items must be returned to their proper places at the conclusion of the Event and no items may be removed from the kitchen. All food must be removed from the kitchen after the Event, but in accordance with Section 2, above. Please consider making arrangements to donate any remaining food. Trash and garbage must be removed from the premises on the day of the Event even if the Event is on Shabbat. Kitchen floors must be swept and mopped. Counters and all equipment must be thoroughly cleaned. The kitchen will be inspected immediately after the event and the cost of any additional cleaning will be deducted from the security deposit. Caterers must operate in strict compliance with Congregation Or Atid's kitchen use policy, attached as Appendix D.

### **5. Safety**

All laws and regulations of the Commonwealth of Massachusetts and the Town of Wayland, particularly those related to safety and parking, will be strictly enforced. All exit doors must remain clear and unobstructed. Congregation Or Atid reserves the right to require the presence of a police officer at the Renter's expense.

### **6. Decorum; Music and Dancing**

The Renter will ensure that all persons using the Facility in connection with the Event maintain proper decorum and a reasonable standard of behavior consistent with a synagogue event.

The music volume must be kept to a reasonable level during the Event. Any issues with respect to noise ordinances and disturbances are the responsibility of the Renter. The Renter is responsible for advising any musicians performing in the Facility about applicable restrictions, such as, by way of example only, the restriction against smoking, and for enforcing such restrictions.

Outdoor music, if amplified, is only allowed between the hours of 10:00AM and 6:00PM. Otherwise, a small group of musicians with unamplified instruments are permitted during rental hours, subject to compliance with Congregation Or Atid's Shabbat and Holiday policy.

## **7. Liability and Indemnification**

The Renter is responsible for the acts of their guests and of those providing hired services. The Renter shall be liable for the full costs (as determined solely by Congregation Or Atid) of any loss, equipment breakage, or damage to Congregation Or Atid's equipment and physical property.

Congregation Or Atid does not assume any responsibility for, and will not be liable to the Renter or to anyone else in the event of, theft, disappearance, or damage to any property brought into the building by the Renter or any third party with whom the Renter has contracted to provide goods or services.

The Renter shall be responsible for and does hereby release, indemnify, and hold Congregation Or Atid, its officers, board, members, and employees harmless for all costs, damages, liabilities, and expenses (including attorney fees) arising out of the Renter's use of the facility for the Event, or caused as a result of any action or failure to act by the Renter and the Renter's guests, invitees, employees, and any third party with whom the Renter has contracted to provide goods or services. Congregation Or Atid is not responsible for injuries suffered by any person(s) using the Facility.

## **8. Alcoholic Beverages**

Alcoholic beverages are permitted, but they are to be served in moderation. The Renter is liable for the welfare of guests, especially those who will be driving. Caterers must provide Congregation Or Atid with a current certificate of insurance for general liability, liquor liability, and worker's compensation no later than 2 weeks prior to the Event.

Any governmental permits, rules, and regulations that pertain to the use of alcoholic beverages within the Facility are the Renter's responsibility. If the Renter serves alcoholic beverages, the renter assumes all related responsibility and risk.

## **9. Security Deposit**

A security deposit of \$500.00 is required for the use of the Facility for a meeting with prepared food brought by the Renter without a caterer and without use of the kitchen.

A security deposit of \$1,000.00 is required for the use of the Facility for an event with full use of the kitchen.

Security deposits will be returned within ten days after the Event if the Facility is returned in the same condition as delivered. In the event that the Facility is not returned in the same condition as delivered, or if additional amounts are owed, the security deposit may be used to pay for such amounts and all costs incurred in repairing, cleaning, removing event trash, or otherwise causing the Facility to be returned to its prior condition. The Renter will be responsible for any amounts that Congregation Or Atid expends in returning the Facility to its prior condition which are over and above the amount of the security deposit. Any amount owed shall be paid within ten days after written request.

## **10. Rental Fees, Cancellation**

Fifty percent of applicable rental fees are due upon signing this Agreement. The balance is due and payable six months prior to the Event. All cancellations must be submitted in writing. For Events cancelled more than six months before the Date, a full refund will be issued and for Events cancelled between sixty days and six months before the Date fifty percent of the amount paid will be refunded. There will be no refund for Events cancelled less than sixty days before the Date.

## **11. Tables, Dishes, and Equipment**

The Renter may use the tables that are available in the social hall. Currently, there are eighteen 60 inch diameter round and eight rectangular tables – three 60"X30", two 72"X30", two 72"X36" and one 96"X30". The Renter must make arrangement to provide additional tables and chairs, and all dishes, cutlery, glassware, linens, and other required furnishings at its own expense and effort. Approved rental centers are attached as appendix E. Any food service item must be provided by an authorized caterer or must be new and unused. Disposable food service items must be new and in their original unopened packaging. All equipment brought into the Facility must be removed within 48 hours after the conclusion of the Event or the end of Shabbat, whichever is later.

## **12. Decorations**

Only freestanding decorations are permitted. A copy of a florist's or decorator's plan for decorations must be given to Congregation Or Atid at least two weeks in advance for review and approval. No decorations may be affixed to any window, column, wall, or painted or wooden surface. The use of wire tacks, nails, and tape is forbidden on the walls, furniture, pews, carpet, and curtains. The use of rice, confetti, glitter, metallic tinsel, or similar materials is prohibited as are the use of smoke and fog machines. With the exception of candles on a cake, which are to be lit with a lighter and not a candle, only candles in an enclosed container, such as, for example, votive candles, may be used. No other tapers or open flames are allowed. Glow devices such as, but not limited to, glow sticks and glow necklaces are prohibited because they are prone to breaking and spilling fluid that permanently stains. All decorations brought into the Facility must be removed within 48 hours after the conclusion of the Event or the end of Shabbat, whichever is later. Balloons must be removed at the end of the event because they will trigger the alarm.

### **13. Reserved Rights**

Congregation Or Atid reserves the right not to rent its Facility to any person or organization for any reason.

Congregation Or Atid may restrict the use of any caterer, florist, decorator, or other hired service provider for failing to comply with its rules and regulations.

Congregation Or Atid may require advance and non-refundable payment, including payment-in-full (including past due dues), from any congregant who is not current in his/her financial obligations to the Congregation.

### **14. Janitorial and Set Up Assistance**

Four hours of post-Event janitorial service are included in the standard rental rates and six hours when the kitchen is used. The Renter agrees to pay for any additional janitorial time (in whole hour increments) deemed necessary by Congregation Or Atid in its discretion in excess of that amount at the rate of \$30 per hour. Such additional fees might be triggered by an Event running longer than planned, or simply an Event requiring more clean up. The rental rates do not include any assistance in setting-up or breaking-down the Event, which is the Renter's responsibility. The Renter may request set-up and break-down assistance, which will be provided if it is available, at a rate between \$100 - \$200 depending on number of tables and chairs. Our custodian will quote after seeing your layout sketch.

### **15. Miscellaneous**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

This Agreement contains the entire agreement relating to the use of the Facility for the Event, supercedes all prior agreements or understandings, written or oral, and may not be amended except in writing.

Congregation Or Atid will not be liable for any damage, loss, compensation, or claim by reason of inconvenience to the Renter if due to circumstances beyond the control of Congregation Or Atid, including without limitation disruptions in the supply of water, gas, or electricity; breakdown or mechanical failure of air conditioning, heating, or kitchen equipment; or necessary building repairs.

## Appendix B

### **Shabbat and Holiday Policy**

#### **General Guidelines**

From Friday at 3:00 p.m. until after the conclusion of Shabbat on Saturday night, writing, the use of cameras (with or without flash), and the use of any electronic equipment are prohibited. Exceptions to these rules will be made only for critical medical or safety reasons.

#### **Telephone**

Except in the case of emergencies, telephones of any type (including pay phones, pagers, and cellular phones) may not be used in the building or on the synagogue grounds from Friday at 3:00 p.m. until after the conclusion of Shabbat on Saturday night.

#### **Music**

It is the intention of this policy to foster a festive and celebratory atmosphere, while still preserving the sanctity and special nature of the Shabbat observance. During the official congregational Kiddush following services, there will be no music. This is out of respect for those members of the congregation who would object to musical instruments being played on Shabbat.

At a private luncheon that may follow the Kiddush, music will be permitted during Shabbat under the following conditions:

- The music must be traditional Israeli folk music or klezmer in style and tone
- There should be no more than 5 musicians
- Music must be live -- no prerecorded music will be permitted. No electric guitars may be used but an electric keyboard is allowed.
- The Rabbi should be consulted prior to arranging for music on Shabbat.

#### **Holidays**

In general, Shabbat rules will prevail for the High Holidays and other major holidays such as Succot, Pesach and Shavuot. The Rabbi should be consulted and will determine any exceptions.

## Appendix C

### **Kashrut Policy**

All food consumed in the building or on the premises shall be strictly kosher, and shall be provided by an approved caterer or other approved source.

#### **Catering**

Congregation Or Atid's kitchen facility may be used for either fleishig (meat) or milchig (dairy) meals. Only one caterer may be employed on any one Shabbat or holy day due to the logistics of early delivery and storage, and late removal.

#### **Bringing in Food**

Only commercially packaged food may be brought into the building. Any such food must have one of the approved kosher markings (K, U), or *Hechsher*) and must be approved by the Rabbi or by a member of the Kitchen Committee.

## Appendix D

## **Kitchen Use Policy**

- Caterers must contact Congregation Or Atid at least one month prior to the function to review arrangements. Final floor plans and delivery schedules must be communicated to the House Committee at least two weeks prior to the Event to help ensure that the Renter's requirements can be accommodated and that the Event flows smoothly.
- Caterers must use the kitchen door only for loading and unloading.
- No kitchen equipment, other than major appliances, is available to caterers. No equipment is to be loaned or removed from the building at any time for any purpose, by any individual or organization.
- No Congregation Or Atid supplies are available to caterers.
- The kitchen and all kitchen equipment must be left in clean condition. The kitchen floor must be swept and washed.
- The caterer must provide trash bags. All garbage and trash must be removed from the premises immediately following the function and before the caterer leaves. Garbage/trash must not be left in the Congregation Or Atid trash receptacles, dumpster, recycling bins, or anywhere on Congregation Or Atid property. If Congregation Or Atid has to dispose of any garbage or trash, the caterer will be charged for the expense of such disposal.
- Outside groups and caterers may not leave anything in the refrigerator when they leave.
- Smoking and gum or tobacco chewing is prohibited in the kitchen at all times.
- A custodian shall be present during a function at which food is served and during all non-member functions.

### Appendix E

#### **Approved Equipment Renters**

1. **Rentals Unlimited**

31 Tosca Drive  
Stoughton, MA 02072  
(888) 273-6887

<http://www.rentals-unlimited.net/home.html>

2. **Sudbury Rentals**

712 Boston Post Rd, (Rt 20)  
Sudbury, MA  
(978) 443-RENT (7368) 1-800-56-4 RENT

<http://www.sudburytaylor.com/>

3. **Framingham Taylor Rental**

80 Franklin St.  
Framingham, MA  
(508)875-5737

4. **Be Our Guest**

24 Blue Hill Ave  
Boston, MA  
(617)427-2700

[http://rentalsite.com/RentalSite/rentalListing.php3/ID\\_5686/channelID\\_41/categoryID\\_841/\\_\\_\\_w\\_portalList/](http://rentalsite.com/RentalSite/rentalListing.php3/ID_5686/channelID_41/categoryID_841/___w_portalList/)