

CONGREGATION BETH ISRAEL

FACILITIES RENTAL POLICY & PROCEDURE INFORMATION

For Non-Members

GUEST FACILITIES USE POLICY

We are excited that you are considering Congregation Beth Israel (CBI) to host your special event at our facility. It is our intent to work with you to make your event experience one that meets your event objectives, while maintaining the decorum and sanctity of our synagogue. It is our goal to protect our building, as well as our members and guests, so enclosed are a comprehensive set of guidelines and expectations. Please contact the Congregation Beth Facility Manager if you have further questions at <u>facilities@bethisraelbellingham.org</u>.

Subject to limitations, non-Congregation Beth Israel members are eligible for use of Congregation Beth Israel's (hereafter referred to as CBI) facilities which are consistent with the character, purposes, and physical constraints of the facility.

Eligibility for Use

- 1. The CBI facility may be rented by non-CBI members. The decision on using the CBI facility by such non-members shall be made by the CBI Facilities Maintenance and Management Committee or the CBI Facility Manager at his/her sole and absolute discretion.
- 2. All rental inquiries should be addressed to the CBI Facility Manager at <u>facilities@bethisraelbellingham.org.</u>
- Non-CBI members, community service and non-profit organizations may request usage of the CBI facilities ONE
 (1) Year prior to their event but no later than fourteen (14) days prior to the event.
- 4. Facility reservations will be approved on a first come basis, using the Facilities Request Form. (Facilities Request form can be found in the CBI Rental Agreement Forms for Non-Members Packet).

Rules of Observance

- 1. Secular functions may not be held on Jewish Holidays, Festivals or later than 3 p.m. on Fridays or before sundown on Saturdays.
- Food service must be kosher style and follow CBI's Food Guidelines. Under no circumstances shall pork, shellfish
 or meat be brought to the Congregation Beth Israel Campus, inside or outside the facility. (See the Food
 Guidelines Policy on page 3 of Congregation Beth Israel Facilities Rental Policy & Procedure Information
 document).
- 3. Permission to bring in special equipment or entertainment apparatus for any event must be obtained from the CBI Facility Manager no later than twenty (20) business days in advance of the event.
- 4. Any rearrangement of furniture, equipment or fixtures belonging to CBI (other than tables or chairs being used for the event) shall not be permitted without prior written permission from the CBI Facilities Maintenance and Management Committee or CBI Facility Manager. Interior furniture, including without limitation, chairs and tables are NOT to be moved outside.
- 5. Decorations which require pasting or fastening, nailing, taping, stapling or tacking on or affixing to walls, doors, light fixtures, floors or ceiling are not allowed, however, the use of temporary "Command Strips" is permissible. All "Command Strips" must be removed at the end of event.
- 6. The following items are not permitted anywhere on CBI property: candles; fireworks; confetti; glitter; birdseed; rice; fog/haze machines; flowers or potted plants without a protective covering or stand; live animals or similar visual or other enhancements.
- 7. No pets of any kind are allowed in the CBI facility or on the CBI grounds at any time, except properly trained service animals.
- 8. No smoking of any kind, including the use of e-cigarettes or Cannabis products, is permitted in the facility or on CBI premises at any time, including without limitation, patios, playfields, walkways, playgrounds, parking lots and driveways, and other outdoor spaces at any time.
- 9. Lessees are encouraged to be mindful of the environment when planning for an event by avoiding the use of non-recyclable items. CBI encourages the use of reusable and compostable products such as glass bottles, reusable bags and cups, etc. and provides recycling containers for the disposal of recyclable items.
- 10. Unless spaces are being specifically rented, they are off limits during rentals (with the exception of restrooms).
- 11. No CBI equipment is to be loaned out or removed from the building at any time by any individual or organization.

- 12. Unless spaces are being specifically rented, they are off limits during rentals (with the exception of restrooms). If the library is being rented, no borrowing or use of the congregation's book collection is permitted. If class rooms are being rented, renters are not to disturb class room displays or materials.
- 13. There may be no display of non-Jewish religious symbols anywhere on the premises (inside or outside the facility).
- 14. No performers or other employees of the vendors providing services shall wear any costumes or provide any performances which are not appropriate for the sanctity of the synagogue and the occasion being celebrated.
- 15. In the event that there will be a theme for the celebration or decorations which might be considered by the synagogue to be inappropriate, the proposed decorations/theme should be submitted to the CBI Facilities Maintenance and Management Committee or the CBI Facility Manager in writing for review as soon as possible, and in any event not less that fourteen (14) business days before the event rental. Lessee will be notified within three (3) business days if the decorations/theme are deemed inappropriate.
- 16. A CBI representative or authorized agent will be present at all non-CBI functions to unlock and lock the building, to verify compliance with the rules, serve as a liaison with the CBI Facilities Maintenance and Management Committee and is authorized to take immediate action to correct any behavior, other activity or decorations that are found to be non-compliant with CBI rules and this agreement together with other forms required by this agreement.
- 17. Resultant action may include removal of any person on the premises, engaged in but not limited to unseemly conduct or other non-compliance with CBI rules.
- 18. CBI reserves the right to change this agreement provided appropriate notice is given to Lessee.

Food Guidelines

- 1. Food service must be kosher style. Under no circumstances shall pork, shellfish or meat be brought to the CBI Campus (inside or outside the facility).
 - Food prepared onsite or brought into CBI's building must adhere to CBI's dietary policies.
 - Vegetarian, dairy or fish may be served. (Note: only fish that has fins or scales may be served no shellfish or any sea animals that do not have scales and fins such as shrimp, crab, mussels, clams, catfish, shark, etc. may be served).
 - No meat or meat products may be served at any time. (Note: fowl is considered a kind of meat).
 - No pork, ham or products made with lard may be served or used in conjunction with foods prepared for consumption for the event (e.g. bacon, sausage, box mixes that contain lard, etc.).
 - CBI recognizes food allergies and intolerances can be very serious or life-threatening. Given the crossreactions, hidden ingredients, and impossibility of 100% enforcement, CBI can no longer guarantee to be a 'nut-free' facility.
 - Nuts and nut products are **strongly discouraged** at CBI's events (e.g. including peanut, walnut, almond, hazelnut, cashew, pistachio, Brazil nuts and nut products such as nut butters and nut milks).
 - As is CBI's current custom, gluten-free foods can continue to be served on a separate table or section and marked as such.
 - In order to avoid any reaction to foods brought to CBI, all food should be marked for every dish that is not totally obvious and safe such as oranges, apples, etc. (Note: checklists with a list of the most common foods to which people have reactions to are available).
 - All items can be commercially catered, or home baked as long as they are consistent with CBI's Food Guidelines.

Lessor Responsibilities

- 1. CBI will provide a clean and safe space for Lessee's event.
- 2. An onsite CBI representative will be present to open and lock up the facility, ensure Lessee's compliance with the CBI rules and address any building related problems that arise before and during the event.
- 3. Security services will be provided, except by prior written authorization.

Lessee Expectations

- 1. Any fees, including room rental deposit (50% of total room rental fee), security fees, and damage deposit are due with the signed contract.
- 2. The balance of the room rental fee is due 60 days before the event.
- 3. Until the signed facilities rental agreement, including the room rental deposit, damage deposit, and security fees are received, this application is not binding. Without these items, CBI has the right to release the date to another party.
- 4. If written notice of cancellation is not received at least 60 days before the event, CBI reserves the right to release the date and retain the room rental deposit.
- 5. Proper decorum and a reasonable standard of behavior shall be maintained by all persons and organizations while on the CBI property.
- 6. In the event that behavior becomes unruly or disruptive, inappropriate or destructive, CBI personnel will take necessary action.
- 7. The CBI name and all publicity, material or printed matter which may affect CBI, or its facilities is not permitted without prior written approval of the CBI President, other than to identify the location of an event.
- 8. Lessee using the CBI facilities shall be responsible for any loss of equipment, breakage, damage to equipment or physical property, and shall be billed for any such loss, breakage or damage. (Under certain circumstances, the CBI Facilities Maintenance and Management Committee or the CBI Facility Manager reserves the right to require an additional deposit).
- 9. Lessee using CBI's facilities assumes the sole risk of loss or damage to any personal property stored on CBI's premises, and CBI and its agents shall be held harmless from any liability for loss or damage to such property.
- 10. All equipment which is brought onto the premises for an event must be removed at the termination of the event unless otherwise pre-arranged in writing with the CBI Facility Manager.
- 11. Lessee has agreed to and is governed by these rules and will hold harmless, indemnify and defend CBI, its directors, officers, employees, agents and volunteers against any claims for injury to persons or property occurring on CBI property from any cause whatsoever. At CBI's sole option, CBI may choose to defend itself and its directors, officers, employees, agents and volunteers for their reasonable costs of such defense including, without limitation, litigation and non-litigation costs, attorney's fees, damages and out of pocket other expenses incurred in their own defense and recovered against them, jointly or severally, through negotiation, mediation, arbitration or litigation or similar dispute resolution.
- 12. All rental spaces must be returned to pre-rental condition. (See Event Cleanup Checklist in CBI Facilities Rental Agreement Forms for Non-members packet).
- 13. It is understood and agreed that Lessee may be assessed additional costs, including without limitation cleaning fees if the space(s) rented is not left in the pre-rental condition, and other damages are incurred as a result of renting the facility, etc.
- 14. If there are no additional costs due after the event, including without limitation to security fees, damages, extra cleaning fees, etc., the damage deposit will be refunded in full to the Lessee. If CBI suffers damages greater than the damage deposit, then Lessee shall be responsible for the additional damages. In the event there are additional costs due, they will be taken out of the damage deposit. An itemized list of additional costs will be provided to the Lessee within fourteen (14) business days after the event.
- 15. Under no circumstances will use of facilities be permitted prior to approval of the application and a signed agreement of compliance by individual or group with these policies.
- 16. All payments must be made when due. (See Checklist for required form/agreements in CBI Rental Agreement Forms for Non-members packet).
- 17. Lessee may not assign the date of this event to another member, a non-member or organization.

Government Regulations

- 1. All exit doors must be unobstructed in accordance with the State of Washington and Whatcom County codes. No tables, decorations, floral arrangement or trees may be placed in front of any door or exit.
- 2. Restrictions regarding room capacity must be strictly adhered to.

- 3. It is the responsibility of the Lessee to obtain any licenses, permits or consent from public authorities (Washington State/Whatcom County/City of Bellingham) where the nature of the use requires such special permit, including without limitation, permits required by the Washington State Liquor and Cannabis Board.
- 4. Lessee acknowledges that according to the City of Bellingham/Whatcom County Noise Ordinances "any noise which unreasonably disturbs or interferes with the peace, comfort and repose" of neighbors is prohibited at any time. Music provided by a DJ, band or any other source will be allowed outside until 10 P.M. as long as it abides by City of Bellingham/Whatcom County Noise Ordinances.

Vendor Guidelines

- 1. In order for Third-party Service Providers/Vendors (i.e. caterers, party planners, florists, DJs, musicians or other agents) to use the CBI facility, they must have the following documents on file with Congregation Beth Israel prior to the event:
 - Signed Caterer Agreement (for caterer only)
 - Annual Food Service Permit (for caterer only)
 - Food Worker Card (for caterer only)
 - Signed Vendor Agreement (one per vendor)
 - Signed Waiver Agreement (one per vendor and one per caterer)
 - Current Certificate of Insurance from caterer and all vendor(s) providing Proof of General Liability coverage in minimum amount of \$1 million (\$1,000,000) naming Congregation Beth Israel as an "Additional Insured" party
- 3. Upon receipt of above mentioned items and approval, vendors will be permitted to work on CBI premises and will appear on the "Approved List" which is supplied to CBI members and organizations who contract with CBI for use of the facility.
- 4. It is the responsibility of vendors to provide their own equipment (i.e. dishes, serving platters, utensils, sound enhancement using their own equipment, special lights by photographers, etc.).

Parking

- 1. All motorized and non-motorized vehicles, including without limitation bicycles or other means of transportation, must remain on paved surfaces or gravel service roads. Under no circumstances are motorized or non-motorized vehicles allowed to park on the back patio.
- 2. All guests, personnel of caterers, party planners, decorators, florists, photographers, DJs, etc. must park their vehicles in CBI's regular parking area within authorized parking zones.
- 3. Vendors may temporarily park in the back area to unload and load, set up a tent, tables, and chairs but must move vehicles immediately after items are unloaded or loaded, unless by prior written authorization from the CBI Facilities Maintenance and Management Committee or CBI Facility Manager.
- 4. Any vehicles parked illegally will be ticketed and/or towed away at vehicles owner's expense without further notification (e.g. parking on lawns, fields, Handicap areas, etc.).
- 5. It is understood and agreed that all attendants, who may be requested to park vehicles during an event, act as agent for the owner of the vehicle or Lessee and not as an agent for CBI.

Security

- 1. It is in the best interest of all parties to have security on site during an event.
- 2. Lessees are required to pay for security fees during the event as part of the rental fee except by prior written authorization.
- 3. Lessees may be assessed additional costs if the event requires more security involvements than initially contemplated by the rental application and any such costs will be taken out of the damage deposit.

Liability, Insurance, and Clean-up

1. Lessee agrees to be responsible for any and all damages or loss to CBI's land, building, facilities, and other property and agrees to indemnify and hold CBI harmless from any and all claims for loss, injury, or damage to

any person or property while on CBI's premises, arising out of the negligence or intentional acts of Lessee, any person attending the above-described function or of any contractor hired or working with the Lessee. Lessee further agrees to indemnify, defend, and hold CBI harmless from, any and all claims and liabilities arising from the service of food and/or alcoholic beverages to members and guests of Lessee whether such liabilities arise from an occurrence on or off the premises.

- Lessee must provide proof of General Liability Coverage and/or special events liability coverage for \$1 million (\$1,000,000) and provide it to Congregation Beth Israel naming Congregation Beth Israel as an "Additional Insured" party. Lessee may choose to purchase General Liability Coverage for \$1 million from their personal insurance company or third party insurance company such as wedsafe.com as long as all requirements are met.
- 3. Instructions for using wedsafe.com:
 - Go to their website, wedsafe.com
 - Click on the yellow "Get Quote" button or the "Purchase Now" option on the upper menu bar.
 - On the "Quick Quote Page" designate what type of event you are hosting, the event date, number of guests expected, and whether you will be furnishing alcohol without charge or whether there will be no alcohol served at your event (Note: if Lessee is serving alcohol, he/she must select the option "Alcohol Furnished without a charge and/or BYOB" otherwise your insurance liability coverage will not be valid).
 - Select \$1,000,000 liability coverage and designate whether you would like to purchase cancellation insurance (optional but not required).
 - Check "Yes" to email certificate to the venue and put in CBI's email address, <u>facilities@bethisraelbellingham.org</u>
 - Select "Other" from the drop down venue options and add Congregation Beth Israel and 751 San Juan Blvd, Bellingham, WA 98229, 360-733-8890.
 - Fill in your personal information and purchase the insurance policy.
- 4. If Lessee does not provide proof of General Liability Coverage, naming Congregation Beth Israel as an "Additional Insured" party, at least seven (7) days prior to the event, Congregation Beth Israel reserves the right to cancel the usage of CBI's facilities for non-compliance.
- 5. Lessee is responsible for full clean-up of the portion of CBI facilities rented by the Lessee to the conditions prior to Lessee's taking possession of the leased premises. Clean-up shall be complete no later than three hours after the conclusion of the event unless written extension of this time shall be obtained prior to the event. Any clean-up costs incurred by CBI for the event shall first be deducted from the damage deposit and then collected from the Lessee if the amount exceeds the damage deposit.

Cancellation Policy

- 1. Lessee agrees that the CBI President or his/her designee has the right at his/her discretion to cancel any event due to severe weather, emergencies, or other extenuating circumstances. Full refunds or other accommodations may be made in such circumstances.
- 2. The Lessee assumes all liability to all vendors if Lessee cancels for any reasons. In such cases Lessee forfeits all previously paid fees to CBI and shall be liable for additional costs that CBI may incur or be liable for as a result of cancellation.
- 3. In the event Lessee cancels this contract, CBI may incur damages, including possibility of having turned away other reservations, meetings or functions which would have generated additional revenue for CBI.
- 4. If cancellation occurs, an invoice will be sent to Lessee at the time of cancellation for the damages due. If CBI is able to re-rent the function space cancelled, that portion of the damages will be refunded based upon a percentage for space being re-rented.
- 5. CBI may suffer damages greater than these forfeits.

The following cancellation policy applies to this event.

If cancelled 120+ days prior to event	 All rental fees paid to date will be refunded
	 Damage deposit will be refunded if previously paid
	 Security fees will be refunded if previously paid
If cancelled between 60 and 120 days prior to event	 50% of rental fees will be refunded
	 Damage deposit will be refunded if previously paid
	 Security fees will be refunded if previously paid
If cancelled between 7 business days and 60 days	 All rental fees will be forfeited
prior to event	 Damage deposit may be refundable
	 Security fees may be refundable
If cancelled less than 7 business days prior to event	 All rental fees paid to date will be forfeited
	 Damage deposit will be forfeited
	Security fees will be forfeited

Final Arrangements:

- 1. Final room arrangements, other details and final payment should be received by the CBI Facility Manager no later than fourteen (14) business days prior to the event.
- 2. Room set up diagram must be received by the CBI Facilities Maintenance and Management Committee or CBI Facility Manager no later than fourteen (14) business days prior to event, except with written authorization.