**Facility Rental Agreement:**

This Facility Rental Agreement dated the _____ day of _____, 20____, is entered into by and between Temple Ohav Shalom of Pittsburgh, Pennsylvania (hereinafter referred to as "Temple") and _____, hereinafter referred to as "Lessee", for rental of facilities of the Temple located at 8400 Thompson Run Road, Allison Park, Allegheny County, Pennsylvania.

WHEREAS, Lessee desires to rent certain of Temple facilities and Temple is willing to permit Lessee to rent said facilities in accordance with the terms set forth herein.

Intending to be legally bound, the parties do hereby agree as follows:

1. The rental of the Temple facilities shall be for the following purposes only:
_____
_____, at the following dates and times (hereinafter collectively referred to as the "Events"):

| DATE | ROOM OR ROOMS | STARTING TIME | ENDING TIME |
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2. Upon execution of this Agreement, Lessee shall deposit with the Temple a security deposit in the amount of $150.00 to reserve the facilities for the dates and times set forth in Section 1 of this Agreement (the "Deposit"). The Temple is under no obligation to reserve the facilities for any of the Events until the Deposit is paid. The Deposit shall be utilized to pay the costs of set up and clean up in excess of the amounts set forth in Section 3 of this Agreement, any laundry/dry cleaning costs described in Section 6, and for any damages occurring at the Temple as a result of any of the Events. If the Deposit is not sufficient to pay all amounts set forth above, the Temple shall invoice the Lessee for the shortfall and the Lessee shall pay the shortfall within fifteen (15) days of the invoice date. The Temple shall charge the Lessee and the Lessee shall be responsible to pay interest of 1 ½% per month for each month that the invoiced amount is due and owing. Any unapplied balance of the Deposit shall be refunded to the Lessee within thirty (30) days after each Event. If the Lessee provides written notice to the Temple at least two (2) weeks prior to any of the Events that Lessee no longer desires to have any of the Events, the Temple shall refund the entire Deposit. If the Lessee fails to provide written notice to the Temple that Lessee no longer desires to have any of the Events at least two (2) weeks prior to such Event, then the Temple shall be entitled to retain the Deposit. Any material breach by Lessee of this Agreement shall result in the forfeiture by Lessee of the Deposit.

3. The portions of the Temple facilities to be utilized and the rental fees applicable to the facilities are identified below. Fees listed apply to Members of the Temple and Nonprofit Organizations. Non-Member fee is two times Member fee.

_____$200 Single event Social Hall, includes full use of Social Hall, Kitchen, Tables & Chairs. Includes 1 ½ hour event, 1 hour of set-up and 1 hour clean-up by Temple custodian.
Each additional ½ hour agreed to for the Event shall be $25. Each additional ½ hour of Event in excess of agreed upon time shall be $50.

_____$150 Social Hall meeting/1 day use, includes tables & chairs, with limited use of Kitchen for coffee and tea only. Includes 1 hour setup and 1 hour cleanup by Temple custodian.

_____$ 50 Single classroom meeting – Kitchen use not included. Classroom to be utilized is designated as: _____.

_____$ 25 Use of Babysitting room (Includes use of room only. Lessee must supply and pay for babysitter).

Total rental fees, payable by Lessee to Temple for the rented facility upon execution of this agreement are:

_____ ($_____). The total rental fees shall be payable not later than seven (7) business days prior to the date of each Event. Temple reserves the right not to prepare the facility for the Event if rental fees are not paid by this date.

If Lessee rents facility for more than one of the above uses for a single event, e.g. B'nai Mitzvah weekend, then the rental fee for the most expensive use shall be full price and each use thereafter one-half price.

4. The Temple may charge an additional $25 per hour for a setup fee for a complex set up or because of the condition of the facility after any of the Events. This charge may be imposed by the Temple at any time prior to thirty (30) days after the Event.

5. If the rented facility consists of or includes the Social Hall, the Lessee must notify the Temple in writing of the required configuration of the tables and chairs, if any, not less than fourteen (14) business days prior to any of the Events. See Paragraph 6. The Lessee is requested to keep seating arrangements as similar as possible when there will be more than one rental of the Social Hall during the day of any of the Events or on consecutive days. Failure to abide by this requirement shall result in an additional charge of $50 if the required configuration is provided over seven (7) days prior to the date of the event and $100 if provided seven (7) or less days before the date of the Event.

6. The Lessee agrees to provide paper products to the Temple for each of the Events. If the Temple linens (including Temple dishtowels) are utilized, the Lessee shall be responsible

for the professional laundering of the linens and delivery of said linens to the Temple within seven (7) days following each Event. In the event that Lessee either fails to supply paper products or fails to timely return Temple linens clean, then Temple shall charge Lessee for such items, including charging $25 per hour for the time expended by Temple personnel to purchase or replenish the paper products or arrange for the cleaning or as replacement of the linens.

7. The Lessee agrees to indemnify the Temple for any damage to the Temple facilities or property caused as a result of any of the Events. Lessee further agrees that the cost of repairing any damage so incurred shall be deducted from the Deposit and any balance due shall be payable within fifteen (15) days of the date of the Temple invoice.

8. Lessee agrees that the Lessee guests, catering staff and agents shall not enter any areas of the Temple other than the areas stated in Section 3 of this Agreement, the cloak room, restrooms, elevator and walkways. Lessee agrees to provide monitors to insure compliance with this provision as may reasonably be necessary. Such monitoring may include retention of security personnel, if deemed appropriate by the Administrator, in her sole and absolute discretion.

9. Lessee agrees to require Lessee's catering staff and agents to abide by the no smoking policy of the Temple and to honor the Temple's facility status as a non-smoking facility. Lessee's failure to abide by this provision shall result in damages being paid to the Temple, including the forfeiture of the entire Deposit.

10. Lessee agrees to utilize a caterer from the Temple's list of approved caterers. Any caterer utilized by Lessee must abide by the Temple's dietary policy. A copy of the Temple dietary policy is available from the Administrator.

11. Lessee shall require any caterer retained by the Lessee to provide the Temple, at least two (2) weeks prior to any of the Events, with evidence of liability insurance reasonably acceptable to the Temple, including coverage to serve alcohol. Failure by the Lessee to provide such evidence of coverage shall entitle the Temple to terminate the Agreement, in which event, the Temple shall retain the entire Deposit.

12. The Temple shall not be held responsible or liable to the Lessee for any damages that are caused in the event that the Temple or rented facilities are rendered reasonably impractical due to an act of God, act or failure to act of government, fire or explosion or other casualty or occurrence, which shall render the fulfillment of this Agreement by the Temple reasonably impracticable. In such event, the Temple shall refund to the Lessee any Deposit and/or rental amount that has been paid to the Temple hereunder. In the event the fulfillment of this Rental Agreement becomes reasonably impractical as aforesaid, the Temple shall refund to the Lessee any deposit and rental amounts that have been paid to the Temple hereunder.

13. The Lessee agrees that the Lessee and every guest, catering staff member and agent shall abide by, conform to and comply with all laws, regulations and ordinances of any government applicable to the Temple and the rented facilities and the rules and regulations of the Temple, together with all rules and regulations of the police and fire department of the Town of

McCandless, and will not do or suffer to be done anything on said premises, during and after any of the Events in violation of such rules, regulations, laws and ordinances.

14. Temple assumes no responsibility whatsoever for any property placed in or around the Temple, and Temple is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of use of the facilities under this Agreement.

15. The parties agree that the Temple and Lessee are entering into a landlord tenant relationship. The parties therefore agree and acknowledge that the Temple is not responsible for any actions taken by Lessee and Lessee agrees to indemnify the Temple from any damage that may occur as a result of the group's actions.

16. This Agreement sets forth the entire agreement and understanding of the parties in relation to the subject matter herein and all prior communications, oral or in writing are merged herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates specified below.

**TEMPLE OHAV SHALOM OF PITTSBURGH**

By: _____

Title:_____

Date: _____

**LESSEE**

_____

Name: _____

Organization: _____

_____

Title: _____

Date: _____