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Licensing Form

Temple Emanuel of Beverly Hills
Construction & Facilities
Beverly Hills Unified School District

Licensing Agreement

**Temple Emanuel
of Beverly Hills**
Living Judaism

8844 Burton Way
Beverly Hills, CA 90211
www.tebh.org

Administrative Office
main 310.288.3737

Clergy Office
main 310.288.3742

Jonathan Aaron
Senior Rabbi

Sarah Bassin
Associate Rabbi

Lizzie Weiss
Cantor

Laura Geller
Rabbi Emerita

Barry Brucker
President

Eric G. Reiter, F.T.A.
Executive Director

This Facility/Catering/Licensing Agreement is between and among Emanuel Center Inc., DBA, Temple Emanuel of Beverly Hills ("Temple Emanuel") and _____ ("Licensee") and _____ ("Caterer").

Name of Licensee: Beverly Hills High School

Address _____

Phone # _____ Cell Phone # _____

Email Address: _____

Type of Event: Concert/Rehearsal

License Use Date: 12/3/18, 12/12/18

License Use Time From: See below

(Note: For nighttime events, music must be turned off by 1:30am and guests must leave by 2:00am. Temple Emanuel's staff person has the authority to turn off music and vacate the premises by times above. See Terms & Conditions, Exhibit A, starting at page 2.)

Monday, December 3, 2018 Time 4:30pm-7pm (Dress Rehearsal)
Wednesday, December 12, 2018 Time: 4:30pm-9:30pm- students called at 5,
performance at 7pm (Performance)

Number of Guests: 290 or below

(Valet-assisted parking service must be provided and paid for by Licensee. See Terms & Conditions, Exhibit B, starting at page 2.)

Specify Temple Emanuel of Beverly Hills ("Temple Emanuel") facility/ies to be used:

Corwin Family Sanctuary

(A room assignment is final and may not be changed. See Terms & Conditions, Exhibit A, starting at page 2.)

Caterer _____ Phone# _____ Insurance _____

Rental Fee: \$2812.50 _ Non-Refundable Deposit: \$2812.50 Due Date: 11/1/18

Cleaning/damage Deposit: \$500 Date Due: 11/1/2018 Date Paid: _____



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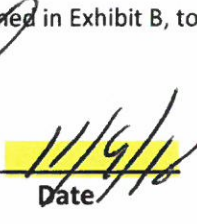
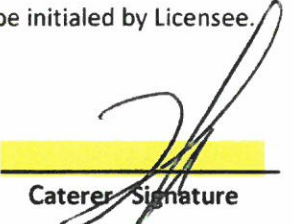

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Any amounts due not paid at least seven days before the event date must be paid via cashier's check or cash.

This Agreement is subject to the Terms & Conditions contained in Exhibit A as well as the Catering Agreement contained in Exhibit B, to be initialed by Licensee.

			
Licensee Signature	Date	Caterer Signature	Date

Temple Emanuel

Executive Director

Date

****Temple Emanuel is not responsible for any items damaged or lost by guests nor is Temple Emanuel responsible for any items damaged, left or lost by Licensee & Caterer. This Agreement is not valid until approved by Executive Director. Tender of acceptance of payment does not validate this Agreement in the absence of the signature of the Executive Director.**


This agreement is subject to Temple Emanuel's Catering Policy, a current copy of which is attached as Exhibit B and which may be amended from time to time by Temple Emanuel.


Revised January 2014


EXHIBIT A

**Terms & Conditions
For Non-Member Facility / Catering / Licensing Agreement**

IN GENERAL

Initial  No barbequing is allowed anywhere on Temple Emanuel premises including the alley behind Burton Way building and the alley behind Clark Drive building per the Beverly Hills Fire Department.

Initial  The room assignment specified in the Rental Form is final and may not be changed.

Initial  Licensee or DJ is responsible for making an announcement prior to the beginning of their event: "Please take a moment to look around for the nearest



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available emergency exit."

Initial ☒ Food may only be served in the Social Hall, Foyer and the Patio. The Sanctuary is a holy space and food is not allowed in it. The only beverage allowed in the Sanctuary is white wine for sacramental purposes. No other beverages are allowed including but not limited to red wine or juice, coffee, tea, and soda.

Initial ☒ Licensee agrees to supply Temple Emanuel with three photographs of the facility after their decorations are complete but before the facility is in use.

Initial ☒ Licensee is responsible for all event expenses. Licensee is responsible for all damages, if any, to Temple Emanuel or its facilities, or to any person (staff, guest or otherwise), arising from event.

Initial ☒ Other than for acts of gross negligence by Temple Emanuel, in no event shall Temple Emanuel be responsible for any incidental or consequential damages to the Caterer or the Licensee. Temple Emanuel's maximum damages for any claim by Caterer or Licensee for negligence, breach of Agreement, or any other cause of action or claim shall be limited to the catering and facilities fees actually paid by the Licensee or Caterer to Temple Emanuel (including any deposits actually paid to Temple Emanuel).

Initial ☒ The Licensee is renting the facility "as is."

Initial ☒ Licensee is aware and agrees that Temple Emanuel will be setting up the room for no more than 210 people, unless the conditions in the "High Attendance Events" section below are complied with and documented in advance of the event.

EVENT HOURS

Initial ☒ For nighttime events, music must be turned off by 1:30am and guests must leave by 2:00am. Temple Emanuel's staff person(s) have the authority to turn off music and vacate the premises by times mentioned above.

The exterior courtyard is not to be used for any formal function after 10 pm. Licensee and caterer will use their best efforts to minimize exterior audible noise levels in the exterior courtyard after 10 pm.

Initial ☒ Licensee is responsible to assure that all guests and attendees at nighttime events shall depart from the Temple Emanuel facilities no later than 2:00am.

COMMERCIAL VEHICLES

Initial ☒ The Licensee must notify shuttle bus drivers to turn off engines while awaiting passengers.



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Initial The Licensee must notify event suppliers to use the alley behind the Clark Drive facility for loading and unloading only between the hours of 7 a.m. and 10 p.m. Monday through Saturday. Otherwise, buses and trucks may not stop or park in the alley.

Initial No trucks or buses are allowed to park in front of Greer Hall on Clark Drive before, during, or after the event.

HIGH-ATTENDANCE EVENTS (CONDITIONAL PROVISIONS)

Initial **if attendance is to exceed 485 Persons and/or 194 vehicles.** Licensee agrees to supply Temple Emanuel with copies of a drafted event notice or invitation for review and submission to the Director of Transportation and the Director of Planning and Community Development. Such notice must include notification that free on-site and valet parking will be available for the event. Beyond other valet parking requirements contained in this Exhibit B, if attendance is to exceed 485 persons or 194 vehicles valet parking spaces must be provided in the ratio of 1 space for every 4 attendees.

Initial **if attendance is to exceed 210 persons and/or 84 vehicles.** Licensee is aware and agrees that Temple Emanuel's set-up for more than 210 people is prohibited by the City of Beverly Hills without a certificate of a **full valet** from the City. This certificate needs to be provided to Temple Emanuel **prior** to the event. In the event that Licensee does not hire a **full valet** with permit, Temple Emanuel's maintenance crew is instructed to only act according to the requirements of the City of Beverly Hills. This means that no additional chairs beyond 210 are permitted whether set up by Temple Emanuel staff or others. Licensee understands and agrees that Licensee is fully responsible for all fines and penalties imposed by the City of Beverly Hills related to violation of this City requirement.

Initial **if attendance is to exceed 299 persons.** Licensee is aware and agrees that Temple Emanuel's set-up for more than 299 people is prohibited by the City of Beverly Hills without the presence of a Beverly Hills Fire Marshall during the event. Licensee is responsible for arranging the presence of a Fire Marshall with the city. This needs to be arranged and paid for by Licensee **prior** to the event. Temple Emanuel must be provided with documentary proof that this has been arranged **prior** to the event. Licensee understands and agrees that Licensee is fully responsible for all fines and penalties imposed by the City of Beverly Hills related to violation of this City requirement.



EMANUEL CENTER, INC.

POLICY FOR NON MEMBER/LICENSEES & CATERERS

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APPROVAL:

All caterers using Emanuel center Inc., DBA Temple Emanuel of Beverly Hills ("Temple Emanuel") facilities or providing any services for events at Temple Emanuel facilities must be approved. From time to time, Temple Emanuel may publish a list of caterers who are approved at the date of any such publication. Such a list may be available upon request.

Home cooked or other Licensee provided food and beverages are entirely the responsibility of Licensee

Licensee Initial Caterer Initial

FOOD AND BEVERAGE:

Food may only be served in the Social Hall, Foyer and the Patio. The Sanctuary is a holy space and food is not allowed in. The only beverage allowed in the Sanctuary is white wine for sacramental purposes. **No other beverages are allowed** including but not limited to red wine or juice, coffee, tea, and soda.

Licensee Initial Caterer Initial

INSURANCE:

All caterers providing services for any event at Temple Emanuel must furnish Temple Emanuel with a Certificate of Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering property damage and liability along with proof of Workers Compensation Insurance for all employees of the Caterer. Such Certificate of Insurance must name Temple Emanuel as an additional insured. Said certificate must be provided by the Caterer to Temple Emanuel and received by Temple Emanuel at least 7 days prior to any event at Temple Emanuel for which the Caterer is to provide services.

Licensee Initial Caterer Initial

DAMAGES:

Licensee and Caterer agree, at Temple Emanuel's exclusive option, to either replace or pay for any and all damages to person and/or property resulting and/or arising directly and/or indirectly from any event for which Caterer or other vendors provide services at Temple Emanuel or from the use of



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the Temple Emanuel building and/or facilities by the Licensee and Caterer.

On the day of the event the Caterer may use stoves, dishwashers, refrigerators, coffee urns, icemakers and other equipment in Temple Emanuel's kitchens. However, if anything in Temple Emanuel's kitchens is not operating properly when Caterer arrives, Caterer must notify Temple Emanuel's maintenance personnel in writing prior to Caterer's use of those items, otherwise the Caterer and Licensee will be held responsible for such damages.

Any dishes, flatware, or stemware, that may happen to be in Temple Emanuel's kitchens are not for the use of the Licensee, Caterer or the Caterer's Licensees or guests.

A Damage/Cleaning deposit of \$500 will be paid by Licensee upon signing and will only be refunded in full or partially after Temple Emanuel's facility inspection.

Licensee Initial Caterer Initial

SMOKING/SMOKE MACHINES:

Temple Emanuel is a non-smoking facility. The Caterer or Licensee may not place ashtrays on the tables, and the Caterer and Licensee are responsible for encouraging guests to step outside of Temple Emanuel's facilities to smoke. Temple may place receptacles outside its building to accommodate smokers. Smoke machines (usually used by DJs) are prohibited at all times. You will be subjected to a fine when using one.

Licensee Initial Caterer Initial

WEEK PRIOR TO EVENT:

Temple Emanuel must receive all rental fees thirty (30) days prior to the date of an event. Caterer's/Licensee's floor plan must be submitted in writing to Temple Emanuel at least five (5) days prior to the date of an event.

A valet parking service must be hired by Licensee for all events. Temple Emanuel must receive a copy of the City of Beverly Hills Valet Parking Permit issued to Temple Emanuel and a copy of the fully executed contract at least seven (7) days prior to the week prior to event.

Licensee Initial Caterer Initial

MUSIC, GAMES, AND ENTERTAINMENT:

Musicians and entertainers may only perform in the Social Hall and the Sanctuary. Music, games or any other sort of entertainment is not permitted on the patio or in the foyer. The doors from the foyer to the outside patio must be kept closed during the party.



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CANCELLATION:

Temple Emanuel can cancel any event at any time if any of the conditions in the Temple Emanuel Policy for Licensees and Caterers are violated or if Caterer or Licensee acts in any way in which Temple Emanuel, in good faith, deems is not in the interest of Temple Emanuel or the community. In case of cancellation by Licensee: The initial rental deposit paid, upon signing, is **non-refundable**. In case of a cancellation, the balance amount can be refunded 25 days and up, prior to event date.

Licensee Initial Caterer Initial

DELIVERIES AND PICK UPS:

All deliveries must be made through the Social Hall Kitchen doors in the alley between Clark Drive and Robertson or the storage room in Dayton Way, and only between the hours of 7 a.m. and 10 p.m. Monday through Saturday; **NO DELIVERIES ARE ALLOWED THROUGH THE COURTYARD OR FOYER.** This includes pick-up and delivery of rentals, food, flowers, decorations, musicians, DJ's, etc.

Licensee Initial Caterer Initial

RENTAL ITEMS:

Rental items cannot be delivered more than one (1) day prior to the event for which the Licensee is providing service, and then, only after special arrangement with Temple Emanuel. Delivered items must be picked up not later than one (1) day following the event for which the Caterer has provided services.

Licensee Initial Caterer Initial

BUSSES:

Waiting busses that drop off or pick up attendees can only wait on the premises for up to 30 minutes and **must wait with their motors off.**

Licensee Initial Caterer Initial

TIME OF EVENT:

Extended Kiddush lunches must end no later than 2:30PM. B'nai Mitzvah Lunch Parties must end no later than 4 PM. Set-up for evening parties cannot begin until 4:30 PM unless special written permission is given by Temple



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Emanuel. Evening parties can begin no earlier than 6:00 PM unless special written permission is given by Temple Emanuel to the Caterer and the Licensee to begin earlier.

All evening parties must end by 2:00 AM. Licensee is responsible to have guests vacate the premises by 2:00 AM or prior. In order to facilitate the party's ending, all music must be turned off by 1:30 AM (Temple Emanuel staff person has the authority to turn off music and vacate the premises by times above). If a party is still ongoing at 2:00 AM it is a violation of this policy and of the Licensee's agreement with Temple Emanuel. Maintenance / clean-up, will begin at Temple Emanuel's discretion (regardless of whether or not the party is continuing) promptly at 2:00 AM.

Licensee Initial Caterer Initial

DECORATIONS:

Decorations, which require fastening or adhering to walls, ceilings, light fixtures, doors, or tables, with scotch tape, stickers, tacks, nails, or staples, are strictly prohibited.

The use of drapery fabrics or candles are permitted only with a permit issued by the City of Beverly Hills. The permit must be obtained by licensee or caterer and provided to Temple Emanuel at least seven days before the event.

Licensee Initial Caterer Initial

CLEANING RESPONSIBILITIES:

The kitchen shall be left in extremely clean and extremely safe condition, including floors. It is the responsibility of the Caterer and Licensee to be sure that the kitchen drains are not clogged (i.e., with food or garbage). Caterer and Licensee must provide enough cleaning staff at Caterer's and Licensee's expense, so that facilities can be vacated in a completely clean and safe condition no later than 3:00 AM immediately following the event.

The Licensee will pay \$500 damage/cleaning fee by check 30 days prior to event, to be used for any damages/cleaning expenses incurred by Temple Emanuel in order to return the kitchen and facilities to the condition they were in prior to the event.

Licensee Initial Caterer Initial

TRASH:

To the extent space is available, all trash and garbage is to be removed and neatly placed in the trash bins in the alley. If bins are full, all trash must be removed from the premises.

Licensee Initial Caterer Initial

SOCIAL HALL:



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In addition to leaving the facilities in a clean and safe condition, all linens must be removed from tables and all decorations must be removed from the room. **The wall between Social Hall and the Sanctuary must be down during a party and may not be raised at anytime without the express written permission of Temple Emanuel, signed by the facilities department or by the Executive Director.**

I have read, and hereby agree to, the Temple Emanuel Catering Policy constituting Exhibit B of this Agreement.

By:

Licensee Signature

Print Name

Date

Caterer Signature

Print Name

Date