



HALL RENTAL AGREEMENT

This agreement made this ♦ day of ♦, 200♦.

Between:

THE VILLAGE SHUL AND LEARNING CENTRE OF TORONTO

1072 Eglinton Ave West, Toronto, Ontario M6C 2E2

(the “Shul”)

-and-

♦

(the “Renter”)

A. EVENT INFORMATION:

The Renter desires to use, and the Shul agrees to permit the use of, certain Shul facilities and services for the following purpose :

TYPE OF EVENT: (the “Event”)

Bar Mitzvah Bat Mitzvah Baby Naming Brit Milah
 Aufruf Wedding Private Function OTHER _____

the (“Event”).

DATE: _____ ♦ **TIME:** from _____ ♦ a.m./p.m. to _____ a.m./p.m.
(the “License Period”)

STATUTORY HOLIDAY [] YES [] NO

APPROXIMATE NUMBER OF GUESTS: _____ ♦ _____

and in consideration thereof, the Renter agrees to pay the Shul the Licence Fee and Additional Charges and fully comply with the terms and conditions provided for in this Agreement:

B. FACILITIES AND SERVICES REQUIRED:

The following is the current prices for the Shul facilities and services. The prices quoted are subject to change and will be those in effect at the time of the Event. The Shul will notify the Renter of any material (i.e. exceeding 10%) changes in prices:

C. **RENTAL FEE:**

The Rental Fee payable by the Renter for the Facilities is \$_____ ♦ _____ plus all applicable taxes (the “**Rental Fee**”) and the Renter agrees to pay it in accordance with this Agreement.

D. **ADDITIONAL CHARGES:**

In addition to the Licence Fee, the Renter agrees to pay to the Shul, all other charges, costs and expenses provided for in this Agreement (the “**Additional Charges**”) within 5 days of request therefore or as otherwise provided for in this Agreement. Such Additional Charges may include, without limitation, charges for: additional physical set-up beyond normal procedures as deemed by the Shul; additional security; and/or the Event being held on a statutory holiday.

E. **DEPOSIT:**

The Renter agrees to pay to the Shul 50% of the Licence Fee as a non-refundable (other than as provided below) deposit (the “**Deposit**”) upon delivery to the Shul of this Agreement executed by the Renter, together with a cheque enclosed with this Agreement (or credit card number and expiry date) for the balance of the Rental Fee which balance shall be post-dated and be processed 10 days prior to the Event date. If all or any portion of the Facilities are cancelled by the Renter by notice in writing to the Shul:

1. within 90 days prior to the Event, the Deposit shall be non-refundable and retained by the Shul as liquidated damages and not as a penalty and no credit shall be given therefore.
2. not more than 120 days and not less than 91 days prior to the Event, 25% of the Deposit will be refunded and the balance will be retained by the Shul as liquidated damages and not as a penalty.
3. more than 120 days prior to the Event, the Deposit shall be returned to the Renter less all costs, if any, incurred by the Shul plus an administration fee of 15% of the Deposit

The Renter acknowledges that failure to pay the Deposit or Balance when due entitles the Shul to terminate this Agreement without prior notice to the Renter. Such termination may result in the Facilities and/or Event date booked no longer being available to the Renter. ***It is the Renter's responsibility to ensure that the Deposit and Balance are paid when due. The Renter agrees that the Shul shall not be held for any damages if the Agreement is terminated in accordance with its provisions.***

F. **RENTAL:**

The Shul agrees to Rental to the Renter and the Renter licences from the Shul, the Facilities during the Rental Period subject to full compliance by the Renter with this Agreement. The Renter agrees to adhere to the time limits and to restrict the function to the Facilities provided and acknowledges that only those Facilities that are expressly designated in this Agreement shall be made available to the Renter.

G. **ORTHODOX MANDATE:**

The Renter acknowledges that this is an agreement for the use of Facilities in an orthodox Jewish religious institution. Accordingly, the nature and the manner in which the Event is carried out must be conducive to and adhere with the religious principles of the Shul as established from time to time by the Rabbi and the Board of the Shul. In the event of a dispute of any nature whatsoever relating in any way to the Event and the use of the Facilities, the decision of the Shul shall govern.

H. GENERAL TERMS AND CONDITIONS:

The Renter acknowledges and agree to be bound by all the terms and conditions contained in **Schedule "A"** hereto and/or as may be set-out by the Shul in writing from time to time and to fully comply with them to the satisfaction of the Shul.

The Renter acknowledges having reviewed this Agreement (including the Schedules attached), prior to executing it and fully understands this Agreement.

Dated _____, 20__.

Renter

The Shul extends to you and your family a Mazal Tov on this occasion of the Event and hope you and your guests will have an enjoyable and memorable Simcha.

THE VILLAGE SHUL AND LEARNING CENTRE OF TORONTO

Per: _____

A.S.O.

PLEASE RETURN 2 COPIES OF THIS AGREEMENT TO THE SHUL OFFICE TOGETHER WITH THE DEPOSIT AND THE POST DATED CHEQUE/CREDIT CARD INFORMATION

NOTE: YOUR RESERVATION IS NOT CONFIRMED WITHOUT THE DEPOSIT BEING RECEIVED BY THE SHUL.

PLEASE REMEMBER TO DO THE FOLLOWING IN ADVANCE OF THE EVENT:

- 1. If the Event is a wedding, please arrange for the Bride and Groom to meet with the Rabbi at least six (6) months before the Event pursuant to s.15 of Schedule "A";*
- 2. Provide a copy of the liquor license and permits if applicable at least five (5) business days prior to the Event as pursuant to s.3 of Schedule "A";*
- 3. Provide a copy of the insurance required at least five (5) Business Days prior to the Event as pursuant to s.20 of Schedule "A";*
- 4. Provide the Shul with the name of the Caterer upon entering into the contract with the Caterer. pursuant to s.2 of Schedule "A"*

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS TO THE FACILITIES LICENCE AGREEMENT

1. **DEFINITIONS:**

"**Caterer**" means any one of the Shul's then current approved caterers who are subject to change without notice.

"**Business Day**" means any day of the week other than: a Saturday, Sunday, Religious Holiday or statutory holiday in the Province of Ontario;

"**Executive Director**" means the then current executive director of the Shul;

"**Mashgiach**" means the employee of the Shul with responsibility for overseeing that the laws of Kashrus are being followed by the Renter and Caterer for the Event;

"**Member**" means a member of the Shul in accordance with its Constitution, as may be amended from time to time;

"**Rabbi**" means the then current head rabbi of the Shul;

"**Religious Holiday**" means Shabbat, Rosh Hashanah, Yom Kippur, Shavuot and the first two (2) days and the last two (2) days of each of Passover and Succot and any time after 2:00 PM on a Friday or on the eve of any such holidays, until one and a quarter hours after sunset on a Saturday night or on the night of the end of any such holidays.

2. **FOOD AND CATERER:**

No food whatsoever may be brought into the Shul other than through the Caterer. All food, beverage and liquor served at the Event must be sanctioned by the Mashgiach and consumed in the Facilities. The Renter agrees to notify the Shul in writing of the Caterer forthwith upon entering into the agreement with the Caterer.

The Renter acknowledges and agrees that it is responsible for making its own contractual arrangements with the Caterer and that should any dispute arise between the Caterer and the Renter, the Renter shall look solely to the Caterer, and in no event the Shul, with respect to any claims for losses or damages suffered by the Renter.

3. **LIQUOR:**

It is the responsibility of the Renter to obtain all necessary liquor licenses and permits if alcoholic beverages are to be served at the Event and to provide a copy of the licenses and permits to the Executive Director at least five (5) Business Days prior to the Event.

The Shul's kitchen follows guidelines established and maintained by the COR- Kashruth Council of Canada. The COR has stipulated that all wine served must be "Mevushal", and that no scotch prepared in a "Sherry Cask" will be permitted at any event. All wine and liquor to be served must first be approved by the onsite Mashgiach at the event who will have the final say on the permissibility of all beverages.

The Renter agrees to adhere in its entirety to the Liquor Licence Act of Ontario, R.S.O. 1990, part of which states:

- No person shall sell or supply liquor or permit liquor to be sold or supplied to any person who is or appears to be intoxicated.
- No person shall knowingly sell or supply liquor to a person under nineteen years of age.

4. **FLOWERS:**

Flowers for the Event must be provided and paid for by the Renter and will not be provided by the Shul.

5. **APPLICABLE TAXES:**

The prices quoted do not include GST, PST, or similar taxes, which, if applicable, shall be paid by the Renter on the due dates for the Deposit and the Balance.

6. **MEMBER RATES:**

The Renter must be up to date in his/her/their dues, building fund payments, pledges and other financial obligations to the Shul at the date of execution of this Agreement and the date of the Event in order to qualify for Member rates and use the Facilities.

7. **CONGREGATIONAL SIMCHA KIDDUSH FEE:**

If the Event is held on Shabbat, the Renter will sponsor the Congregational Kiddush following the Shabbat service, in addition to the Event.

8. **NO RELIGIOUS HOLIDAY DELIVERIES OR SET-UP:**

The Renter agrees that no deliveries or set-up of any kind may be made by the Renter or on his behalf at any time during any Religious Holiday.

9. **PARKING:**

The Renter acknowledges that the Shul does not provide any parking spaces for the occasion of the simcha nor is it responsible for making such provisions. The Renter, and/or by any guests of the Renter and/or any person hired or engaged by the Renter or supplying anything for the Event, will be responsible for making their own parking arrangements. The Renter further acknowledges to hold blameless the Shul, its directors, officers, agents and employees from and against any and all fines, claims, actions, damages, liability and expense in connection to parking.

10. **NO MUSIC OR PHOTOGRAPHY:**

The Renter agrees that no music or photography may take place on a Religious Holiday in or about the Shul. In addition, no food, flowers, etc., may be taken from the Shul during any Religious Holiday.

11. **TOSSING CANDIES:**

The Shul permits the tossing of soft Kosher Sunkist candies at the Bar-mitzvah boy in accordance with current Shul practice and will be provided by the Shul at a charge. The Shul does not assume any responsibility for any claims or damages which may arise as a result of such an action. This custom may be changed or cancelled by the Shul without notice.

12. **RENTER LIABILITY FOR CLEAN-UP AND DAMAGE:**

The use of confetti, rice, tape on walls or any materials which may cause damage or excessive clean up is

strictly forbidden. There will be an additional charge corresponding to the amount of the janitorial services required plus 15%, if this is not adhered to. The Renter agrees to be liable and pay for any and all losses, costs and damages to the Shul's property, caused by the Renter, and/or by any guests of the Renter and/or any person hired or engaged by the Renter or supplying anything for the Event. In the event of a disagreement as to cause, the onus of proof shall be on the Renter to demonstrate that the damage was not caused by him/her or those for whom he/she is responsible for at law.

13. **CHANGES TO BUILDING SYSTEMS AND DECORATIONS:**

No changes or modifications whatsoever may be made to the Shul including its base building systems such as electrical, electronic, lighting, plumbing, air conditioning, heating, security or other systems. No decorations or equipment of any sort shall be hung or affixed in any way to the walls, ceilings, chandeliers etc. (or their appurtenances) in any part of the Shul without prior written permission of the Executive Director, which may be unreasonably withheld.

14. **CONCURRENT SHUL EVENTS:**

The Renter acknowledges that other simchas or programs may take place at the Shul at the same time as the Event and that the Renter does not have exclusive use of the Shul during the Event. Only those Facilities that have been designated in this Agreement, shall be made available to the Renter.

15. **EXTRA TABLES ETC.:**

If extra tables or chairs should be required, then it is the responsibility of the Renter in consultation with the Caterer to order them at their cost.

16. **WEDDING CEREMONY REQUIREMENTS:**

All wedding ceremonies that take place in the Shul are subject to the Rabbi being satisfied that they conform to the requirements of Orthodox Jewish Law as determined by the Rabbi. The prospective bride and groom must meet with the Shul's Rabbi at least six (6) months before the wedding date.

17. **RABBI OFFICIATE:**

It is the policy of the Shul that all weddings, bar-mitzvahs and other life cycle events at the Shul be officiated by the Rabbi or other Rabbi designated by the Shul and/or Aish Hatorah of Toronto.

18. **EVENT ATTIRE:**

All persons at the Event, including, without limitation, all women in a Bridal party, must be properly attired during the Event in accordance with keeping with proper etiquette and modesty as are customary at Orthodox shuls. Any questions on Shul attire can be directed to the Rabbi. Males must wear head coverings in the Shul at all times.

19. **NO MIXED DANCING:**

The Renter acknowledges and agrees that there is no mixed dancing (men and women with each other) permitted any where at any time in the Shul.

20. **NO SMOKING:**

The Shul is a non-smoking facility and smoking is prohibited on the premises.

21. **LIABILITY INSURANCE:**

The Shul reserves the right at any time to require the Renter to obtain liability insurance from his or her insurer for in the minimum amount of **\$3,000,000.00** on such terms and conditions as the Shul is satisfied with in its sole discretion and showing the Shul and its Directors, Officers, employees and agents as additional insureds with such insurance to include a waiver of subrogation in favour of the Shul and such persons and provide evidence of this to the Shul at least five (5) business days prior to the Event.

22. **ENTERTAINMENT:**

The Shul reserves the right to prohibit any entertainment not in keeping with the sanctity of the Shul and its adherence to Orthodox observance. Any proposed form of entertainment must be disclosed to the Shul and approved in writing by the Executive Director no less than ninety (90) days prior to the Event.

23. **EXTERNAL KASHRUT REQUIREMENT:**

If a reception involving the serving of food is to take place outside the Shul in a public or private facility, other than a private home, following a Wedding ceremony, Bar Mitzvah, Bat-Mitzvah, Baby-naming or Brit Milah taking place in the Shul, that facility must be under the supervision of the Orthodox Division of the Canadian Jewish Congress. All food and drink served at a reception in a private home must be Kosher.

24. **NUT AND PERFUME POLICY:**

In view of the potential life-threatening effect on children and adults with nut allergies, the Renter agrees to take all necessary steps to ensure that no nuts or nut products are brought into the Shul for the Event whether by the Renter or the Caterer or others for whom they are responsible at law. The Renter also acknowledges that there are persons in the Shul who may be sensitive or allergic to scents and perfumes in an enclosed environment and that you consider requesting that all guests/attendees refrain from using them.

25. **INDEMNITY:**

Notwithstanding anything in this Agreement or otherwise, the Renter agrees to indemnify and save harmless the Shul, its directors, officers, agents and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Shul, the occupancy or use of the Facilities or any part thereof, or occasioned wholly or in part by any act or omission of the Renter, its agents, contractors, employees, servants, Renters, or concessionaires or invitees or due to a breach of this Agreement. In case the Shul or its directors, officers, agents and/or employees shall, without fault on its part, be made a party to any litigation commenced by or against the Renter, then the Renter shall protect and hold the Shul harmless and shall pay all costs, expenses and solicitors' and counsel fees on a solicitor and client basis incurred or paid by the Shul in connection with such litigation.

26. **NO LIABILITY:**

Without limiting the generality of the previous paragraph and notwithstanding anything in this Agreement or otherwise, the Shul, its directors, officers, agents and employees shall not be responsible nor liable for any death, injury, damage to, loss or inconvenience to person or the personal property of the Renter or his agents, servants, representatives or guests, should such damage or loss occur anywhere on Shul property or indirect or consequential damages of any nature and kind whatsoever incurred or suffered by the Renter and/or his/her agents, servants, representatives or invitees whether or not such death, injury, damage or loss resulted from the act, omission or negligence of the Shul or those for whom it is responsible at law.

27. **ACTS OF G-D ETC.:**

Notwithstanding anything in this Agreement, the Shul shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if same shall be due to any

lightening, storm, earthquake, explosion, breakage, strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, terrorism, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, financing or utilities necessary to operate the Shul or Facilities, through act of G-d or other cause beyond the reasonable control of the Shul.

28. **SEVERABILITY:**

In the event that any provisions or portions of provisions contained in this Agreement are unenforceable, then, at the sole option and discretion of the Shul, same shall be considered separate and severable from this Agreement and the remaining provisions herein shall remain in full force and effect.

29. **BINDING AGREEMENT:**

This Agreement is binding on and ensures to the benefit of the parties, their respective heirs, legal personal representatives, successors and assigns.

30. **ENTIRE AGREEMENT:**

It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement, whether expressed or implied or otherwise, either oral or written, except as specifically set forth in this Agreement

31. **TIME OF THE ESSENCE:**

Time is of the essence of this Agreement and each and every part thereof.

32. **CONFIDENTIALITY**

The Renter agrees to keep all terms of this Agreement, strictly confidential and not to reveal such terms to any third party without the prior written consent of the Shul.

33. **GOVERNING LAW:**

The parties agree that all disputes or differences arising between them with respect to the interpretation or application of this Agreement, including a dispute as to whether a matter is arbitratable, shall be submitted to Rabbi Lowy of Toronto or such other respected Rabbi as the Shul may approve (the "**Rav**"), or, in the alternative at the option of the Shul, binding arbitration before the Toronto Beit Din. The parties further acknowledge that the Rav/Beit Din shall have the power and duties set out in the *Arbitration Act* (Ontario). Unless otherwise agreed by the parties, the cost of the proceeding (including Rav/Beit Din's fees and disbursements) shall be equally shared, the parties shall bear the own legal costs and the arbitration shall take place in the City of Toronto, in the Province of Ontario. The parties acknowledge that the Rav/Beit Din shall apply "Halacha" to such dispute, being Orthodox Jewish law as set out in the Shulchan Aruch (code of Jewish law) and subsequent Orthodox authorities and includes the right to apply the Jewish legal concept of "Din" or "Pshora"(settlement) in the discretion of the Rav/Beth Din. The parties agree that despite any difficulty with the enforceability of the Rav/Beit Din's decision under the Arbitration Act, the decision of the Rav/Beit Din shall religiously bind the parties under Halacha. The parties agree that the arbitration may not reflect a perfect merger of procedures required by civil law and the procedural and substantive requirement of Halacha. The parties consider themselves to be religiously bound by an award of the Rav/Beit Din regardless of its enforceability under civil law. The parties agree that the decision(s) of the Rav/Beit Din shall not be appealed either religiously or civilly. The parties hereby expressly agree that the conflicts of laws rules of halacha apply in addition to substantive halacha The Rav/Beit Din are not bound by the precedents of any civil court or statutory tribunal or by any common law.

34. **NOTICE**

All notices or other communications authorized or required to be given pursuant to this Agreement shall be in writing and either delivered by hand or by facsimile transmission addressed as follows:

in the case of the Shul, to:

**1072 Eglinton Avenue West,
Toronto, Ontario
M6R2E2
Fax: (416) 783-9870**

Attention: Executive Director

in the case of the Renter, to:

Fax:

Attention:

Any notice or other communication shall conclusively be deemed to have been given and received if delivered, on the first Business Day following the day on which it was delivered and if sent by facsimile, on the first Business Day following the day on which it was transmitted. A party may change its address for receipt of notices or other communications hereunder by giving notice thereof to the other party in accordance with this Section