



ATTACHMENT B

KOL SHALOM FACILITY RENTAL POLICIES AND REGULATIONS

To serve the needs of both the Kol Shalom community and outside individuals and entities that desire to use the facilities of Kol Shalom for their functions, the Board of Directors has adopted the following policies and regulations in order to efficiently operate the building, to protect Kol Shalom property, to conform with federal, state and county safety regulations and codes, and to avoid conflict with Kol Shalom's own activities and programs.

A. USAGE PRIORITIES

Priority #1: Kol Shalom Sponsored Events. Kol Shalom has the exclusive right to reserve any available space at any time in our facilities for religious, community, social, or fund raising events. This category includes, but is not limited to, Kol Shalom organizations such as the Talmud Torah and synagogue organizations (such as the Sisterhood). A calendar of future events will be maintained by Kol Shalom as far in advance as possible.

Priority #2: B'nai Mitzvah – Kol Shalom Member Families. A Kol Shalom member family with an upcoming Bar/Bat Mitzvah will have the opportunity to reserve the use of Kol Shalom facilities for parties and/or other events associated with the Bar/Bat Mitzvah. Upon establishment of a date for an upcoming Bar/Bat Mitzvah, the Bar/Bat Mitzvah family will be asked to provide an indication (within thirty (30) days from the establishment of the Bar/Bat Mitzvah date) as to whether it intends to use Kol Shalom facilities. If Kol Shalom receives a request under Priority #3 (see below) twelve (12) months or more before the weekend on which a Bar/Bat Mitzvah is scheduled and uncertainty exists as to whether the Bar/Bat Mitzvah family wishes to reserve Kol Shalom facilities for Bar/Bat Mitzvah events, Kol Shalom will provide the Bar/Bat Mitzvah family a reasonable opportunity (expected not to exceed a few days) to reserve Kol Shalom facilities for events associated with the Bar/Bat Mitzvah. If the Bar/Bat Mitzvah family does not do so, an event under Priority #3 may be scheduled, which may preclude later reservation of Kol Shalom facilities for Bar/Bat Mitzvah events.

Priority #3: Other Member-initiated Events. Kol Shalom members may request a reservation to use Kol Shalom facilities for non-B'nai Mitzvah events (such as weddings) up to twenty-four (24) months in advance. Such a reservation shall be subject to the rights of a Bar/Bat Mitzvah family as set forth in Priority #2 above unless the request is made within twelve (12) months of the relevant Bar/Bat Mitzvah. For reservation requests that do not potentially conflict with requests under Priorities #1 and #2, reservations from Kol Shalom members will be accepted on a first-come/first-served basis.

Priority #4: Outside Public/Community Usage. Use of Kol Shalom facilities by persons, families, or entities not fitting into Priorities #1, #2, or #3 above ("Outside Parties") will be subject to the approval of the Executive Committee, after consultation with the Rabbi and Executive Director, and will be subject to the current Kol Shalom rental terms and conditions. Reservation requests from Outside Parties will be accepted up to twelve (12) months in advance of an event date.

Reservation of Kol Shalom facilities will be open to both Kol Shalom members and Outside Parties twelve (12) months prior to the event date, subject to the timeframes and priorities outlined above.

B. FEES AND DEPOSITS; PAYMENT REQUIREMENTS; CANCELLATION

Fees and Deposits. Kol Shalom will charge Rental Fees, a Damage Protection Deposit, Building Security and Other Service Fees as described below and in Attachment A to the Kol Shalom Facility Application and Rental Agreement. The Kol Shalom Executive Director will administer all fees and deposits, and the Kol Shalom Board may adjust rental fees from time to time to reflect market conditions.

- Rental Fees. Kol Shalom facilities will be available for rental in accordance with all applicable Kol Shalom policies, as well as state and federal laws. Rental fees will be charged in the amounts reflected in Attachment A to the Kol Shalom Facility Application and Rental Agreement.
- Damage Protection Deposit and Overage Charges. Each renter will be required to make a refundable damage protection deposit in accordance with Attachment A to the Kol Shalom Facility Application and Rental Agreement. The check for this deposit will be cashed. Following the rental event, Kol Shalom will conduct a damage inspection and will refund the damage protection deposit to the renter in the event that no damage beyond ordinary wear and tear is found. Funds from the damage protection deposit will be used to repair minor damage as determined by Kol Shalom. Major damage repair of the building or replacement of damaged equipment beyond the damage protection deposit amount will be the sole responsibility of the renter. Overage charges for extra time will be deducted from this deposit, and any amount due above the deposit will be paid by the party renting the space.
- Building Security Fee. Kol Shalom is a secure building and is locked at all times except when in active use. Renters may be required, at the renter's expense, to utilize Kol Shalom-provided security for their events.
- Kitchen Usage Fees and Deposits. All caterers using the Kol Shalom kitchen will be charged a reasonable usage fee. In addition, a refundable damage protection and cleaning deposit in accordance with Attachment A will be collected from each caterer using the kitchen facility. The check for this deposit will be cashed. The refund will be paid by check and the amount will be subject to damage inspection and/or cleaning cost as determined by Kol Shalom after inspection. A sign-in/sign-out sheet must be completed and signed by the caterer and a Kol Shalom representative. Major damage repair of building or replacement of damaged equipment beyond the damage deposit amount will be the sole responsibility of the caterer.

Timing of Payments. Each applicant will be required to submit with the application an advance deposit equal to fifty percent (50%) of the total rental fees associated with the proposed use. The remaining balance of the rental fee and other charges due to Kol Shalom must be paid no later than sixty (60) days prior to the event date. If the Kol Shalom Facility Application and Rental Agreement is submitted by the renter less than sixty (60) days before the event date, payment of the entire rental fees and other charges is due immediately following Kol Shalom's counter-signature to the Facility Application and Rental Agreement. If the advance deposit, damage protection deposit, building security and other service fees are not paid when due, or if any of the remaining balance is past due, Kol Shalom may, at its sole discretion, cancel the reservation.

Cancellation and Refund Policy. Cancellation of a confirmed reservation by the renting party at any time after execution of the Kol Shalom Facility Application and Rental Agreement may result in full or partial forfeiture of the advance deposit. All cancellations and refund requests must be in writing and mailed or faxed to Kol Shalom. The following refund schedule will apply:

- If cancellation occurs more than twelve (12) months prior to the scheduled event date, a full refund of the advance deposit will be provided.
- If cancellation occurs between twelve (12) months and nine (9) months prior to the scheduled event date, a seventy-five percent (75%) refund of the advance deposit, less a specified processing charge.
- If cancellation occurs between nine (9) months and six (6) months prior to the scheduled event date, a fifty percent (50%) refund of the advance deposit, less a specified processing charge.
- If cancellation occurs between six (6) months and the scheduled event date, there will be no refund.

C. RESERVATION REQUEST REQUIREMENTS AND PROCEDURES

Reservation Requests. Reservation requests must be in writing on Kol Shalom's Facility Application and Rental Agreement form, and must be accompanied by an advance deposit equal to fifty percent (50%) of the room rental fee.

Acceptance and Confirmation by Kol Shalom. To be accepted, all reservation requests require the signatures of the Kol Shalom Executive Director and at least one Kol Shalom officer. In addition, reservation requests by under Priority #4 above (*i.e.*, requests from individuals who are not Kol Shalom members and from outside entities) will be subject to the approval of the Executive Committee, after consultation with the Rabbi and Executive Director and taking into account whether the requested rental is consistent with Kol Shalom's mission and the standards established by the United Synagogue of Conservative Judaism. Once a reservation request is accepted, the fully-executed Kol Shalom Facility Application and Rental Agreement will be provided to the renter as confirmation of the reservation.

Good Standing Requirement. In order for a Kol Shalom member to be eligible to rent Kol Shalom facilities under Priorities #2 and #3 above, his/her Kol Shalom membership must be in good standing (*i.e.*, current on all financial obligations). To hold a reservation under either of those priorities, the member must remain in good standing at all times through the reserved event. In the event that a renting member falls out of good standing, the Kol Shalom Executive Committee may convert the rental to Priority #4 status (to which higher fees may apply) or, in the alternative, may terminate the rental, in which case Kol Shalom will return deposits and fees in accordance with the schedule set forth in Section B above.

D. GENERAL REGULATIONS GOVERNING KOL SHALOM FACILITY USE

1. No function may have a greater number of participants than approved under the fire regulations of the City of Rockville or that constitutes a danger.
2. *Outside Clergy.* The participation of an outside Rabbi, Cantor or member of the clergy in any capacity must have the approval of Kol Shalom's Rabbi.

3. Weddings. Weddings conducted by Kol Shalom's Rabbi may be held in the Sanctuary/Social Hall or Beit Midrash for Kol Shalom members and their immediate families or for non-members at the discretion of Kol Shalom's Rabbi. Both wedding partners must be Jewish.
4. Use of Bimah. The Bimah may be used when the sanctuary is being rented, but only if the Ark can be properly protected from possible damage in connection with the rental. The manner in which the Bimah is to be protected during the rental must be worked out in advance between the renter and the Executive Director.
5. Photography. Religious services on Shabbat or other Jewish holidays may not be photographed or filmed. Events on other days, such as weddings or Brit Milot, that take place at Kol Shalom, may be photographed or filmed. Bar/Bat Mitzvah families who wish to take photographs in the Sanctuary must coordinate an acceptable time with the Executive Director on a day other than the date of the service. Additional time for photography not coordinated in advance with the Executive Director will be subject to a charge of \$50/hour. Photographers may be required to provide proof of current liability insurance.
6. Smoking. Kol Shalom is a smoke-free property. No smoking is allowed on the premises.
7. Music. Music vendors or musicians who play under contract or other arrangements shall also abide by the terms of these regulations, and may be required to provide proof of current liability insurance. All music must be kept to a reasonable volume level during the entire function.
8. Food/Catering. Kol Shalom is a kosher facility. All food served at Kol Shalom is subject to the Kashrut policies as determined by the Kol Shalom Rabbi. These policies encompass food preparation, delivery, the means by which food is served on Shabbat and when cooking may take place on Motzei Shabbat (Saturday evening). No food may be delivered to the synagogue on Shabbat. All deliveries of food to be consumed on Shabbat must be scheduled to arrive before 2 PM on Friday or earlier in the week.

Kol Shalom's Rabbi must approve any caterer hired by a renter. Kol Shalom may maintain a list of approved caterers, which will be provided to renters upon request. Any caterer using Kol Shalom facilities must comply with Kol Shalom's facility use regulations, and may be required to provide proof of current liability insurance. All caterers must sign caterer guidelines and supply current insurance information, with Kol Shalom named as an insured, at least 60 days before event date. All planning appointments at Kol Shalom between a renter and a caterer or planner must be approved by the Kol Shalom Executive Director and can be held only during regular business hours. The renter must coordinate with the Executive Director prior to the event to confirm that there is sufficient refrigerator space to store all deliveries.

9. Use of Kitchen. Kol Shalom does not provide any catering service and the kitchen has limited capabilities. All food services will be under the control of the party contracting for use of the Kol Shalom facility, and that party shall be responsible for providing (through its caterer or otherwise) all supplies and labor associated with setup, serving, clearing, cleanup and dish washing. The kitchen must be left broom clean and in an orderly condition. A representative of Kol Shalom is responsible for completing a facility use checkout form with