

THIS AGREEMENT made this _____ day of _____, 2023 between Young Israel of Hollywood-Ft. Lauderdale, Inc., a religious corporation duly organized and existing under the laws of the State of Florida and having its principal office at 3291 Stirling Road, Fort Lauderdale, Florida 33312 (herein referred to as the "Congregation") and:

Caterer: _____ herein referred to as the "Caterer").

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person:	Cell:
-----------------	-------

Phone:	Email:
--------	--------

W I T N E S S E T H:

WHEREAS the Corporation owns and maintains a building at its principal place of business which is equipped with facilities for catering functions such as weddings, bar/bat mitzvah celebrations, banquets, luncheons, parties, etc. which are related to the religious, charitable, fraternal and communal purposes for which the Congregation exists; and

WHEREAS, the Caterer desires a non-exclusive privilege of catering affairs and functions held on the Congregation premises and the Congregation is desirous of granting to the Caterer such non-exclusive privilege subject to the provisions of this Agreement,

NOW, therefore, in consideration of the fees hereinafter set forth, and the covenants, conditions and provisions of this Agreement, the Congregation and the Caterer hereby agree as follows:

1. The Congregation hereby grants to the Caterer a non-exclusive concession, license and privilege to cater luncheons, dinners, banquets, buffets, kiddushes, parties, social functions, weddings, bar/bat mitzvah celebrations and other catered affairs (which are related to the religious, charitable, fraternal and communal purposes for which the Congregation exists) upon the premises of the Congregation.

- 2.
- (a) The Caterer shall, at its own cost and expense furnish all food, liquids, linens, cutlery, dishes, glassware and necessities, together with such other articles or materials required to completely serve kosher meals. The Congregation, under no circumstances, shall be called upon to furnish or pay for any item used in connection with such catering.
 - (b) The Caterer shall be responsible for cleaning the kitchen and catering prep area after their event.

- 3.
- (a) The Caterer shall provide, at its own cost, all necessary personnel for the preparation and service of such food which it is catering and such persons shall, at all times, be the employees of the Caterer. The Caterer and all such employees, as well as all others, shall strictly comply with all the rules of kashrut and with all requirements of the Shulchan Aruch in accordance with strict Orthodox Jewish tradition and interpretation, including but not limited to the limitations as to work and preparation permitted to be performed or restricted on the Sabbath and on Jewish holidays. Rabbi Yosef Weinstock, the present Rabbi of the Congregation, or in his absence, the Assistant Rabbi, shall make all determinations concerning such rules of kashrut and other requirements of the Shulchan Aruch, and such determination shall be conclusive on the Caterer and on the Caterer's employees to comply herewith.
 - (b) At its own cost and expense, the Caterer shall employ the services of a Mashgiach designated by their Kashrut Supervising Agency and approved by the Rabbi of the Congregation. The Mashgiach shall at all times have access to the kitchen.

4. The Congregation hereby grants to the Caterer the right to use the main social hall, the kitchen, the men's and women's toilet rooms, the parking facilities, main sanctuary, the library and the small chapel of the Congregation. The grant to the Caterer of the right to use such areas is solely for the use by the Caterer in connection with a catered function. It is not intended as a leasing to the Caterer of such areas and the Congregation expressly reserves said areas and the right to use said areas when the same are not being used by the Caterer.

(a) In consideration of the granting of the non-exclusive license to the Caterer as herein provided, and in addition to any and all other obligations of the Caterer provided for by this Agreement, the Caterer agrees to pay to the Congregation the following **Caterer's Chair Charges**:

• FRIDAY EVENING EVENT	\$4.00 per chair
• SATURDAY EVENING EVENT	\$4.00
• SUNDAY AFTERNOON or EVENING EVENT	\$4.00
• ANY WEEKDAY EVENING EVENT	\$4.00
• SUNDAY MORNING EVENT (Starting before 11:00 AM)	\$4.00
• SATURDAY AFTERNOON EVENT	\$4.00
• B'RIT CELEBRATION	
○ MEMBER (to which entire congregation is invited)	\$2.00
○ NON-MEMBER	\$4.00
• DAIRY EVENT (prep in room off social hall only. Meat kitchen to remain locked)	\$2.00
• ANY EVENT WHICH TAKES PLACE ON A LEGAL HOLIDAY	\$5.00
• KIDDUSH FOR 7am, 8am, Sephardic, Beit Midrash Minyan	\$50 flat fee
• KIDDUSH FOR 9a.m. Main Minyan	\$250 flat fee

(b) **Chair charges are the responsibility of the caterer, not the person making the party.** These charges are payable to the shul in advance of or on the day of the function. After the day of the function unpaid chair charges are delinquent; such delinquency may result in the caterer not being permitted to cater at Young Israel of Hollywood-Ft. Lauderdale, Inc.

5. The Congregation shall provide the Caterer with water, cooking gas, heat and air conditioning, without any cost or charge to the Caterer or its patrons other than considerations provided for herein.

6. The Caterer shall, at its own cost and expense, meet the following insurance requirements:

(a) General liability limits of \$2,000,000 aggregate and \$1,000,000 per occurrence.

(b) If alcohol is served at an event, \$1,000,000 Liquor Liability Coverage must be included

(c) Automobile liability limits of \$1,000,000 including hired and non-owned coverage

(d) Worker's compensation meeting the State of Florida statutory limits

(e) The Caterer must provide a certificate of the insurance naming the Young Israel of Hollywood-Ft. Lauderdale Inc. as an additional insured no later than 10 days prior to the event.

(f) comply with and execute all lawful orders, rules and regulations with respect to the conduct of the Caterer's business of all such municipal, state or governmental authority having jurisdiction over the premises or the facilities used by the Caterer or the nature of the quality of the services to be rendered by it or the food to be served by it and the Caterer agrees to remove within ten (10) days from the date of filing any and all violations that may be filed against the premises by reason of the foregoing and by reason of any act or omission of the Caterer.

(g) remove or cause to be removed or bonded within ten (10) days from the filing thereof any encumbrance or lien of any kind filed against the premises or against any property contained therein by reason of any act, omission, purchase or contract made by the Caterer.

(h) obtain and maintain any and all licenses and permits which may be required for the conduct of its business by the Caterer.

(i) deliver a copy of the menu and seating plan to the Executive Director of the Congregation three (3) days prior to affair.

(j) comply with any Young Israel Policy Guidelines, a copy of which is attached hereto, as amended from time to time hereafter.

7. This Agreement may not be assigned by the Caterer.

8. This Agreement may be terminated by either party for any cause or no cause by giving the other party written notice of termination thirty (30) days prior to the date of termination; provided, however, if the Caterer does not meet the standards of Kashrut as defined in paragraph 3 above, the Congregation may terminate this Agreement forthwith by giving notice. If written notice of termination is given by the Congregation, the Caterer shall not be precluded from catering affairs booked prior to receiving the termination notice, except if termination is because of Caterer's failure to comply with the Kashrut standards as defined in paragraph 3, in which case Caterer may not be permitted to cater for any functions, even those which have already been booked.

9. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the parties by email or certified mail, return receipt requested, which shall be addressed in the case of the Congregation to its principal office, and in the case of the Caterer at their last known address, and shall be effective when deposited in the United States mail properly addressed and postage pre-paid. If such notice is sent other than by the United States mail, such notice shall be effective when actually received by the party being noticed.

(a) The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

(c) If any of the parties shall breach this Agreement, and if as a result thereof litigation shall arise or be threatened, then the party who breached the Agreement shall pay all court costs, arbitration costs if any, and all reasonable attorneys' fees and costs (whether or not litigation occurs, in arbitration or pre-judgment, appellate, post judgment or otherwise) of the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.
Signed and delivered in the presence of:

Executive Director
Young Israel of Hollywood-Ft. Lauderdale, Inc.

Date

Caterer

Date

Alcohol Policy-Young Israel of Hollywood-Ft. Lauderdale, Inc.

Whereas, the use and abuse of alcohol has become a significant problem in the Jewish community, paralleling similar problems in the society at large; and

Whereas, the use of alcohol at the shul, unless sanctioned and controlled, becomes disruptive and disrespectful and may glorify the use of alcohol, sending a detrimental message to our children; and

Whereas, the use of alcohol at the shul, unless sanctioned and controlled, subjects the shul to potential liability and financial harm; and

Whereas, the Board of the Young Israel of Hollywood wishes to set policies and procedures for the use of alcohol on the shul premises and at shul sponsored functions;

Therefore, be it resolved that the shul administration adopt an alcohol policy to be the official policy of the shul and such Alcohol Policy shall include the following provisions:

a) No alcohol is to be left unsupervised on the shul premises. Any alcohol left unsupervised will be disposed of.

b) the shul office must be notified in advance of any function (kiddush, simchah, l'chaim, etc.) in the shul where alcohol will be served.

c) In the absence of a designated server over the age of 25 to be provided by the family sponsoring such function, the shul will provide a person to supervise the serving of alcohol at a cost of \$25 per hour.

d) Alcohol shall be served in the main function room only, unless authorized in advance by the shul office. No alcohol is to be served in the sanctuary other than sacramental Kiddush wine, only when authorized in advance by the Rabbi.

e) Any member whose alcohol is served to or consumed by a minor or who is not in compliance with clauses b-d above is subject to:

- confiscation of alcohol
- prohibition of any alcohol being brought onto the premises by this member in the future
- removal from the shul premises and/or suspension of membership

f) Upon completion of the function, all remaining alcohol shall be immediately removed by the sponsor or caterer from the shul premises or locked in the shul office until picked up.

g) Anyone appearing inebriated at the shul or anyone who becomes disruptive, disrespectful or abusive may be escorted off the shul premises and may be turned over to authorities if necessary.