



**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by **Kulanu**, a non-profit organization, and \_\_\_\_\_, of \_\_\_\_\_  
(caterer name) (business name)

## BACKGROUND

Kulanu and \_\_\_\_\_ desire to enter into an agreement for the use of the Multipurpose Room and Commercial Kitchen at the Kulanu Center for Special Services, located at 620 Central Avenue, Cedarhurst, NY (the "Premises") subject to the terms and conditions provided herein. Therefore, for and in consideration the mutual promises, terms and covenants herein contained, each of the parties intending to be legally bound hereby, mutually agree as follows:

### AGREEMENT

1. Caterer will provide Kulanu a \$500 security deposit 7 business days prior to **each affair**. Caterer will provide Special Event Coordinator with a credit card to hold on file for such deposit. The deposit will **only** be used should the Caterer fail in any of its obligations; 1. To keep the premises clean 2. Failure to pick up equipment or leftover items before the Wednesday after an event. Caterer will not have access to premises until security deposit is received.

### 2. GRANT OF PRIVILEGE.

Kulanu grants to Caterer the privilege with additional caterers to cater functions on the Premises. For that purpose, Caterer has the privilege of using the Multi-purpose Room, Commercial Kitchen and the tables and chairs therein. The Caterer will note they will be under video surveillance in both the MPR and Commercial Kitchen at all times.

### 3. TERM.

The term of this Agreement shall start when both parties sign the document, and shall terminate a year following the commencement date. In default, this Agreement shall continue upon the same terms and conditions for a further period of one year unless terminated by Kulanu's Special Event Coordinator. If termination is required, the termination letter will be sent in writing via email.

#### 4. RESPONSIBILITIES OF CATERER.

(a) Catered functions shall **not** impede or interfere with Kulanu's programs, services or any prescheduled activities or affairs. Caterer shall provide a list of ALL outside vendors. **ALL** timing of deliveries, set up and breakdown must be coordinated with Kulanu's Special Event Coordinator for each event and confirmed in writing via email.

##### **Timing of deliveries and pickup are as follows:**

**Thursdays:** Deliveries accepted between 4pm & 5pm.

**Fridays:** Deliveries accepted between 1:30pm and 4pm.

**Saturday:** No access to the building before 8am

**Monday & Tuesday:** Pickup of equipment and items between 4pm & 5pm

**No one will be permitted on premise outside of these timeframes. You **will be** turned away.**

Caterer should note the host of the party has 3 hours to setup before their event and 1.5 hours to clean up after their event. Any additional time needed is a fee of \$50/hour or part of. If caterer exceeds the time allotted it is an additional cost to the host.

(b) Caterer agrees to supply at its own cost all food and beverages, dishes, cutlery, silverware, glassware, linens, garbage bags and other utensils and equipment necessary to be used in connection with the catering of affairs at Kulanu. Caterer also agrees to furnish its own personnel for the preparation and service of food and beverages at such catered affairs.

(c) Caterer shall be under the Supervision of a VAAD and submit their certification to the Special Event Coordinator at Kulanu no later than one week from this signed Agreement.

(d) Caterer shall properly maintain the restrictions of Kulanu's Commercial kitchen. The Commercial Kitchen is for RE-HEATING FOOD ITEMS ONLY. Grilling and Cooking from Scratch is strictly prohibited and will impede on the agreement between Kulanu and the Village of Cedarhurst. Kulanu is NOT a catering Hall.

(e) Caterer shall properly maintain the guidelines of conduct and keep the kitchen, accessories, equipment, utensils, tables and chairs, in good order and repair as they are now, except for reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Caterer. Should repairs in or to Kulanu's Commercial Kitchen, accessories, equipment, utensils or the like, be necessary by reason of the negligence of Caterer or those employed by or acting on its behalf, Caterer shall pay for the cost of such repairs and/or replacement.

(f) **AIR CONDITIONING:** All windows and doors must be **closed at all times**. Neglect will result in failure of the air conditioning to work in both the MPR and in the Commercial Kitchen. If temperatures need to be changed, contact the Kulanu Attendant on site.

(g) Caterer shall at its own cost provide all necessary personnel, material and equipment to properly and completely clean Kulanu's Commercial Kitchen, including but not limited to the cleaning of stoves, sinks, refrigerators, coffee urns, etc., and floors, social halls and other areas of the Kulanu Center for Special Services where any portion of the catered affair has taken place. The kitchen floor is to be swept and damp-mopped. Caterer shall place all refuse in plastic bags and deposit same in Kulanu's garbage dumpsters located on the McGlynn Place side of the building. **DO NOT DISPOSE OF GARBAGE IN THE SINK AS IT DOES NOT HAVE A DISPOSAL AND DO NOT POUR GREASE DOWN SINKS OR TOILETS. Double bags may be necessary for heavy weight items and liquids must be drained prior to bagging.**

All food, beverages, dishes, cutlery, silverware, glassware and linen is to be removed from the Premises at the completion of an affair unless coordinated with the Special Event Coordinator. Caterer is subject to losing security deposit if there are any leftovers on Premises past the Wednesday after an event.

(h) If the Fire Ansul System is triggered by Caterer, it is the responsibility of the caterer to cover the costs to reset the system. Allied Fire Control, who are the installers. Their telephone number is 718-433-3917. The cost to reset is \$3,500.

(i) Kulanu shall provide its tables and chairs for use in the Multi-purpose room. Caterer, at its own cost, provide all personnel necessary for setting up and breaking down the affair. Inventory is as follows:

5 – 60" ROUNDS

17 – 72" ROUNDS

13 – 8' RECTANGULAR

170 CHAIRS

## 5. IN DEMNIFICATION.

Caterer shall be responsible for and does hereby relieve, release and indemnify Kulanu for all costs, damages, liabilities and expenses (including attorney fees) by reason of any injury or damage to any person or property upon the Premises occupied and used by Caterer where such injury or damage was caused by or as a result of the acts or failure to act of Caterer, its servants, agents, workers or employees, including but not limited to any liability arising out of the service of alcoholic beverages. Caterer shall have one of its management or supervisory personnel present at all events it caters at Kulanu to properly supervise its servants, agents, workmen and employees. Kulanu shall not be liable or responsible to Caterer or to anyone else by reason of theft, disappearance or damage sustained by Caterer or others in connection with the use or storage of items at Kulanu.

## 6. INSURANCE.

Caterer, at its expense, shall maintain during the term of this Agreement or any renewal or extension thereof, Workmen's Compensation Insurance, Public Liability Insurance and Product Liability Insurance including coverage against food contamination, the limits and amount of which

have been accepted and approved by Kulanu, to cover property damage or personal injuries. These insurance policies shall name Kulanu as an additional insured thereunder (but shall provide coverage to Kulanu notwithstanding any defense of insurer against Caterer), and shall provide Kulanu with thirty (30) days prior written notice of non-renewal, cancellation or termination. Caterer shall submit copies of policies of insurance to Kulanu contemporaneously with the execution of this Agreement and upon the anniversary date thereof for each year thereafter. Public liability and product liability coverage insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

## 7. LICENSES.

Caterer shall, at its expense, obtain all necessary licenses required in connection with the performance of this Agreement, comply with all state statutes and local ordinances in connection with the preparation, storage and service of food and alcoholic beverages, and hold Kulanu harmless for any violation thereof.

## 8. ALCOHOLIC BEVERAGES.

In the event Caterer provides its patrons and their guests with alcoholic beverages, Caterer shall comply with all state and local laws. Caterer shall not serve any alcoholic beverages to any minor or person under the influence of alcohol.

## 9. RULES AND REGULATIONS.

Caterer shall be bound by all of the Catering rules and regulations of Kulanu pertaining to the delivery, maintenance, preparation and service of food, supplies and equipment and facilities. These rules and regulations may be reasonably changed, amended or increased at the sole discretion of Kulanu and its Rabbi.

## 10. FAILURE OF SERVICES.

Kulanu shall not be liable for any damage, loss, compensation or claim by reason of inconvenience to Caterer or any of its customers if the same is due to circumstances beyond the control of Generic Gathering Place, including but not limited to (a) the failure of Kulanu to supply water, gas or electricity; (b) the breakdown in or mechanical failure of the air conditioning, or heating equipment or any kitchen equipment; (c) the necessity to repair any portion of the building; (d) the interruption in the use of the Premises; or (e) destruction of the Premises.

## 11. REMOVAL OF PROPERTY.

No property or equipment belonging to Kulanu may be removed from the Premises by Caterer or any of its servants, agents, workmen, or employees without first obtaining the written consent from the Special Events Coordinator at Kulanu. Caterer shall reimburse Kulanu 150% of the replacement cost of removed property or equipment which is not returned within two working days after being asked to do so.

## 12. ENTIRE AGREEMENT.

This Agreement contains all of the covenants, understandings, agreements and stipulations between the parties, and supercedes all prior agreements or understandings, written or oral. No amendment to this Agreement shall be binding unless dated and executed by both parties.

## 13. WAIVER.

The waiver of any breach or default of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of like or different nature. Each party shall have the right at all times to enforce the terms and conditions of this Agreement in strict accordance with the covenants hereof notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.

## 14. BINDING AGREEMENT.

This Agreement shall be legally binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives and/or successors; however, it shall not be assigned without the written approval and consent of the other party.

## 15. LAW AND INTERPRETATION.

The interpretation and construction of this Agreement shall be governed by the law of New York, without giving effect to the principles of conflicts of laws. Pronouns referring to any gender shall be deemed to refer to all genders, the singular shall include the plural, and vice-versa, as the context may require. The headings of the various provisions of this Agreement are for ease of reference only, and shall be disregarded in interpreting the provisions hereof. The invalidity or unenforceability of any portion of this Agreement shall not affect the balance of the Agreement.

16. CLOSING PROCEDURE AFTER EVENT.

The caterer will be provided a checklist, please note page 7 of this agreement, regarding requirements of the caterer for clean-up. Caterer must sign this page before leaving the premises after the event. If the caterer does not follow protocol and does not pick up items before Wednesday after an event, the caterer will forfeit the cleaning/damage deposit of \$500.

The caterer has read this agreement thoroughly and agrees to all terms and conditions.

Caterer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Kulanu's Special Event Coordinator \_\_\_\_\_ Date: \_\_\_\_\_

## Caterer Event Closing Procedure

| <b>MPR Room / Kitchen</b>                                       | <b>COMPLETED</b> |
|---|------------------|
| <b>Caterer Responsibility</b>                                   |                  |
| Garbage bagged and thrown out into the dumpster or garbage cans |                  |
| All kitchen Stainless steel tables cleaned & sanitized          |                  |
| Stoves turned off, wiped down & cleaned                         |                  |
| Holding Cabinets turned off & cleaned out in Kitchen (15 Trays) |                  |
| Exhaust hood is turned off                                      |                  |
| Floors of Kitchen swept   |                  |
| Floors of Kitchen mopped  |                  |
| MPR Room swept & cleaned  |                  |
| Stairwells and Landings swept & cleaned if necessary            |                  |
| Tables and chairs stored properly on the stage area             |                  |
| Re - set MPR room with 8 tables & 6 chairs per table (48 total) |                  |