

GRANGE HALL USE & HOLD HARMLESS AGREEMENT

Single one day use

_____ GRANGE # _____, located at: _____
Hereafter referred to as "Owner", _____, OREGON

And;

Name of individual, group, or organization actually using this facility,

Name of Person authorized to represent using group or organization. ODL# SSN#

Address of USER City State Zip + 4

Home Telephone Work or Daytime Telephone Fax No.

Hereafter referred to as "USER",

Hereby agree to the following.

To USE the above named Grange Hall, or such portions thereof as described in the following:
(list the portions of the hall to be used)

Please initial all appropriate lines, Restroom use is included with any or all areas.
 _____ Yes ___ No ___ _____
 _____ Yes ___ No ___ _____
 _____ Yes ___ No ___ _____
 _____ Yes ___ No ___ All of the above.
 _____ Yes ___ No ___ Other special areas as noted in space at left.

Solely for the purpose of _____

The USE Period shall:

Commence on _____ the _____ day of _____ 201_ at _____ am/noon/pm

And shall

Terminate on _____ the _____ day of _____ 201_ at _____ am/noon/midnight

Custody begins the moment user takes possession, which includes setup and clean up.

There will be a \$30.00 per hour or any portion thereof, non-refundable service fee for access prior to the agreed time.

USE Fee \$ _____ x _____ (hours / days) = \$ _____

Setup & Personnel charges \$ _____ x _____ (# of hrs.) = \$ _____

Refundable Cleaning, Damage, and / or Security Deposit = \$ _____

Advanced funds required to secure this agreement = \$ _____

All required Funds shall be tendered 72 hours prior to the commencement of this agreement.

GRANGE HALL USE & HOLD HARMLESS AGREEMENT page 2
TERMS AND CONDITIONS
READ THE FOLLOWING TERMS AND CONDITIONS,
THEN INITIAL THE CORRESPONDING LINE

#1. Yes _____ NATIONAL GRANGE LAW PROHIBITS ANY ALCOHOLIC BEVERAGES IN A GRANGE HALL, OR ON ANY OF THE GRANGE PREMISES AT ANYTIME; The USER agrees that this provision has been read and USER further AFFIRMS that **no alcoholic beverages** or any other intoxicating substance will knowingly be permitted in the Grange hall or on Grange premises. It is further agreed that any appointed Representative of the Grange may, at any time, inspect premises and if any alcoholic beverage or other intoxicating or controlled substance is evident; The Grange Representative shall reserve the exclusive right to immediately stop any activity, close the hall, whereby all USE fees, and / or deposits paid by the USER will be immediately forfeited if violations are not immediately rectified.

#2. Yes _____ **NO SMOKING**; in any area or on the premises.

#3. Yes _____ The USER shall be **Responsible for conduct**, maintain order throughout the USE period and shall not engage in, or permit any event or conduct on the Grange Premises or surrounding areas which may cause harm, injury or damage to persons or property or to the good name of the Grange. Not allow exhibitionism, indecent, or offensive acts contrary to good standards of moral conduct by anyone associated with the user. This includes parking space available and / or any persons using a public right of way if and only if they are attending a function at the Grange hall. It is further agreed that any Representative of the Grange may, at any time, inspect premises. The Grange Representative shall reserve the exclusive right to immediately stop any activity, close the hall, whereby all USE fees, and / or deposits paid by the USER will be immediately forfeited if violations are not immediately rectified.

#4. Yes _____ The USER shall **Comply with all federal, state and local laws**, codes, regulations, and ordinances applicable to the use of said premise, including but not limited to any noise or nuisance ordinance, occupancy limitations, civil rights statutes, County Health Department requirements on food sales, acquire any license or permit required, Not apply any pesticides while using stated premises. Be responsible for and pay any taxes and assessments due as a result of this agreement.

#5. Yes _____ The USER shall **indemnify, defend, and hold harmless** the Grange, its officers, agents, representatives, and employees from all claims, suits, actions, or demands of any nature arising out of the use of, or the inability to use the property by the USER, its officers, subcontractors, agents, representatives, employees, or invites.

#6. Yes _____ **Not Interfere** with the business of the Grange providing the facility.

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#7. Yes ____ **Not hinder** any foot or vehicular traffic on the premises, nor block any fire exits or lanes.

#8. Yes ____ **Not assign** or sublet any part of the premises.

#9. Yes ____ USER shall maintain the premises in the **same condition** as at the commencement of this agreement, not alter, add, make improvements to or upon premises without the written consent from owner. Upon expiration of this agreement, the premises shall be returned to the owner in like condition as at the commencement of USE. All personal properties of the USER shall be removed prior to the expiration of this agreement and The Grange or its representative may dispose of all remaining properties. The USER shall be liable to the Owner for the cost of such removal. (Minimum \$20 per hr.) The Owner shall apply the security deposit referred to above, up to the amount of such costs. If the costs exceed the amount of the deposit, the USER shall pay to the Owner, promptly on demand, the amount of such costs in excess of the deposit. If USER fails to pay such costs when demanded, and Owner files suit against the USER and judgment is awarded to Owner, the Owner shall be entitled to all reasonable costs and fees for attorneys necessary for the recovery action. Cleaning fees may be assessed in the same manner for not returning the facility to pre USE condition. (Minimum \$20 per hr.) There will be a \$50.00 per day [or any portion thereof] non-refundable fee if the premises have not been vacated by the agreed time.

#10. Yes ____ If use of the Grange hall and/or premises results in **damage to Grange property**, including but not limited to damage of floors i.e. gum, spills, scratches, or markings from moving equipment etc., or any of The Grange property within. The USER shall be liable to the Owner for the amount of such damage. The Owner shall apply the damage deposit referred to above, up to the amount of such damage. If the amount of such damage exceeds the amount of such deposit, the USER shall pay to the Owner, promptly on demand, the amount of such damage in excess of the deposit. If USER fails to pay such damages when so demanded, and Owner files suit against the USER and judgment is awarded to Owner, the Owner shall be entitled to all reasonable costs and fees for attorneys necessary for the recovery action. Owner shall promptly return all deposits to the USER that is in excess of the damages incurred.

#11. Yes ____ The USER agrees to be responsible for **securing all avenues of access** thus providing for the safety and security of The Grange facilities and personal property within when a representative of the USER is not physically present within the premises.

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#12. Yes ____ The USER agrees that all **rooms not agreed to for USER occupation** on page one of this agreement shall be not entered by anyone for any reason except when the safety and/or security of the facility may be at risk. If an occupant of the building hears, sees or notices something abnormal the USER is then required to immediately notify a representative of The Grange or: if of a life threatening nature use a telephone to dial 911 and summon the appropriate authorities.

#13. Yes ____ The USER shall obtain, at their own expense, and keep in effect during the term of this agreement or any permit required. A **General Liability Insurance** policy covering Bodily Injury and Property Damage WITH MINIMUM LIMITS OF **\$500,000.00**. The required insurance shall include contractual liability coverage for indemnity provided under this agreement. The amount of coverage shall be the greater of, the value of the building, or as will be determined by the type of exposure. As evidence of this coverage, the USER shall furnish a Certificate of Insurance naming the Owner as certificate holder.

Agent Name _____ Ph# _____

ADDITIONAL TERMS AND CONDITIONS
READ THE FOLLOWING TERMS AND CONDITIONS,
THEN INITIAL THE CORRESPONDING LINE
as both parties agree thereto.

#14. Yes ____ No ____ Empty waste receptacles, **remove and properly dispose of all trash, garbage**, and other items brought to this premises during this agreement.

#15. Yes ____ No ____ **Not affix banners, signs or other items** to ceilings, walls, doors, floors, or furniture. Such items can be free standing on easels, tables or chairs.

#16. Yes ____ No ____ USER shall limit amplified MUSIC AND / OR NOISE to a **maximum noise level** at the Grange's property line as to be comparable to "average conversation at three feet" which is approximately equivalent to 65 dB spl. – In general, after 9:00 pm noise must be reduced to a level low enough so as not to disturb the residential neighbors around the Grange hall. – Violation of this requirement may result in forfeiture of the cleaning and security deposit and / or advance termination of the event in progress.

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#17. Yes _____ No _____ Other **additions and or exceptions** to this agreement

#18. Yes _____ No _____ USER has **examined the Grange facility** and premises **and is satisfied** with the conditions thereof and relies completely upon such examination, and not on any representation or promise of Owner or any other persons in using this facility.

#19. Yes _____ No _____ Entire agreement, **modification**; This contains the entire agreement and understanding between parties relating to the Grange Hall, Premises and USE thereof. No modifications or claimed waiver shall be binding upon either party unless in writing made after the date hereof, making specific reference to this agreement and signed by both Owner and USER. (USER acknowledges receipt of a copy of this agreement).

_____ DATE _____, TIME _____
 Signature of USER

GRANGE REPRESENTATIVE; _____, authorized to sign for and in
 behalf of the Grange. Print Name

_____ DATE _____. Ph# (____) ____-____
 Signature of Grange Representative

#20. USER acknowledges receipt of a copy of this agreement. _____ Date _____
 Time _____.