

Short-Term Rental Agreement Between Renter & The Garfield Grange #317 (hereinafter "The Grange")

Please note: This form of Agreement is a contract between Renter and The Grange and is intended to establish the rights and responsibilities of both related to the rental and use of the Grange Hall facility.

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| Name of Renter Representative: | | Group/Organization: | |
| Renter Email: | Renter Phone (Required On Day of Rental): | Fax: | |
| Renter Address: | | | |
| Date(s) of Event: | | Beginning/End Time (Includes Set-Up and Cleaning Time): Total Time | |
| Purpose of Event: | | | Estimated # of People Attending: |
| FOOD Food/Beverage Served? <input type="checkbox"/> Yes <input type="checkbox"/> No Caterer Hired? <input type="checkbox"/> Yes <input type="checkbox"/> No | | MUSIC Music Played? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | Guest Fees? Admission Charged? <input type="checkbox"/> Yes <input type="checkbox"/> No Donation Requested? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Areas of the Grange Needed for Rental: <input type="checkbox"/> Great Room <input type="checkbox"/> Dining Area <input type="checkbox"/> Kitchen | | | |
| Additional Supplies Needed for Rental: <input type="checkbox"/> Tables/Chairs <input type="checkbox"/> Coffee Pots/Urns <input type="checkbox"/> Trash Bags <input type="checkbox"/> Dishes, utensils <input type="checkbox"/> _ | | | |
| Insurance Carrier: | Certificate of Insurance Policy #: | Insurance Agent: Phone: | |
| Single Payment of Full Refundable Security Deposit of \$150.00 | | Fees | |
| Rental Fee | due on or before: | Total Due: | |
| (Certificate of Insurance, Security Deposit, and Rental Fee: Renter must send to Garfield Grange #317, P.O. Box 97, Estacada, OR 97023) | | | |
| <u>Rental Of The Grange Is Not Confirmed Until The Full Security Deposit is Paid. This Rental Agreement is Returned Signed, AND THE CERTIFICATE OF INSURANCE IS RECEIVED IN A FORM ACCEPTABLE TO THE GRANGE.</u> | | | |

Hold Harmless Agreement: Renter shall indemnify, defend, and hold harmless the Grange, its officers, agents, representatives, employees, volunteers and insurers ("the Released Group") 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 renter, its officers, subcontractors, agents, representatives, employees, beneficiaries of the rental arrangement and invitees. Renter shall provide a certificate of insurance naming the Grange and Released Group as additional named insured under a policy of general liability insurance acceptable to the Grange which extends to coverage of all risks associated with Renter's contractual duty under this Agreement to return the rental premises in pre-rental condition.

Acting as Renter Representative, and having read, understood and agreed to the use policies of this Agreement, I am responsible for the rental of the Garfield Grange #317 as indicated in the Agreement on behalf of Renter and have authority to act on Renter's behalf.

Renter Representative Signature

Representing Group/Organization

Date

Acting as Grange Representative, I confirm this 4-Page Agreement constitutes the entire agreement for the lease of the Aloha Grange as noted above for the period state and for the fees agreed upon.

Grange Representative

Date

POLICIES & CONDITIONS RENTER MUST ACCEPT IN ORDER TO CONFIRM GRANGE RENTAL AND TO MAKE ANY RENTAL AGREEMENT EFFECTIVE:

To ensure rental of the Grange facility, Renter MUST: (1) Complete Short-Term Rental Contract (2) Deliver payment of \$150.00 Security Deposit and full amount of the rental fee, and (3) Cause renter's insurer to submit a Certificate of Insurance as proof of coverage for general liability risks in the amount of at least \$1,000,000 to the Grange (Garfield Grange #317, P.O Box 97, Estacada, OR 97023-7510), naming the Released Group as additional named insured and including coverage for damages caused by Renter in the conduct of its affairs including the event for which Renter will use the Grange.

Security Deposit. A security deposit of \$150.00 is required for any rental to be confirmed and binding. Renter must submit \$150.—in full to complete the rental arrangement. \$150.00 Security Deposit will be returned within 30 days following Renter's use of the Grange if: (1) the grange facility is returned to pre-event condition (see Garfield Grange 317 Hall Rental Cleaning and Closing Procedure Checklist for a complete list), and (2) the terms and conditions of the lease were not violated.

Damage to Grange Property. If Renter's use of the Grange results in damage to the facility or any of its contents, subject to a credit in the amount of the Security Deposit, Renter agrees to pay and accept liability for all costs of restoration or replacement incurred by Grange related to damage, destruction or theft of contents or the premises. Renter agrees to pay the Grange, upon demand, the full amount of repair and replacement costs incurred, and/or any unpaid sums for any reason not paid in full by Renter's insurer. If Renter fails to pay the full amount required by this Agreement and the Grange must initiate collection efforts, the Grange shall be entitled to recover its collection costs including attorney fees and costs, whether or not a law suit is filed in court; and, in addition, if suit is filed the Grange shall be entitled to recover its reasonable attorney fees and costs for trial and appeal, plus interest at the judgment rate on the full unpaid amount Renter is required to pay as adjudged or decreed by a court.

Rental Fee. Potential renters should refer to the Garfield Grange Fee Schedule and discuss fees with the Grange Representative. **The set and agreed fee for this Rental is stated on Page 1 of this Agreement.**

\$1,000,000 Certificate of Insurance. Renter must obtain/purchase and maintain, during the term of this Agreement and covering liabilities concerning use of The Grange, a *General Liability Insurance* policy covering Bodily Injury and Property Damage with minimum limits of one million dollars (\$1,000,000). The policy must include contractual liabilities extending coverage to include Renter's duties of indemnity, repair and replacement provided for under this Agreement. The Grange must be named as an "additional insured" with respect to such coverage. Renter must cause its insurer to provide the Grange with a *Certificate of Insurance*, and the insurer must be licensed to insure risks in the state of Oregon.

CANCELLATION AND TERMINATION OF EVENT

Cancellation. If renter cancels the event before the scheduled date, The Grange may retain all or a ~~part~~ of the fees (deposit and rent) paid as follows: 100% refund (60 days prior to event), 75% refund (30 – 59 days prior to event), 50% refund (14 – 29 days prior to event), or retention of all rent (13 days or less prior to event).

Termination of the Contract. Either the Renter Representative or the Grange Representative may terminate this agreement by giving notice to the party. Violation of any contract requirement or the Grange determination that Renter misrepresented any fact concerning the use of the Grange shall constitute sufficient ground for termination of this Agreement and may require cancellation or relocation of Renter's scheduled event and/or ejection of Renter and invitees from the premises.

Grange Representatives may enter the premises at any time during the event without prior permission of Renter for any purpose. The Grange may eject Renter and invitees and close the Grange if Renter is found in breach of this Agreement or to have misrepresented any fact related to use of the Grange, and in such event Renter shall not be entitled to a refund of any part of the rent or security deposit.

RENTER RESPONSIBILITIES

Renter is responsible to maintain and return the property to its pre-event condition. Renter shall notify the Grange of any problem involving the premises during or following the event. The Grange will exercise best efforts to cure any defect. Renter is responsible for any damage or loss of Grange property including, but not limited to, damage to the floors, walls, and furniture.

Renter is responsible to ensure appropriate behavior and full compliance with law by Renter, Renter's members, guests, agents, employees and volunteers and all others permitted on the premises when Renter controls the premises. Renter shall obtain any license or permit required by State law or by Clackamas County.

Renter Conduct.

- **Phone.** There is no phone at the Grange. Renter shall insure a cell phone is available at all times the Grange premises are occupied for use in the event of a medical or other emergency.
- **Alcohol.** NO ALCOHOL may be consumed on or in Grange premises. Renter represents that Rental shall not permit anyone to introduce alcoholic beverages at the Grange premises.
- **Smoking.** The Grange is a non-smoking facility. Smoking is NOT permitted on the Grange premises. Chewing tobacco spitting is also prohibited.
- **Illegal Behavior:** Unlawful conduct shall not be permitted. Introduction of illegal substances or toleration of gang activity shall be sufficient basis to terminate this Agreement for breach thereof.
- **Marijuana use:** The use of marijuana is not permitted on the Grange premises.
- **Decorations:** Decorative table candles must be completely enclosed in a glass or non-flammable holder (that is: votive candles or food warming candles); birthday candles on food items are permissible. Only **PAINTER'S TAPE** may be used to attach anything to walls and furnishings. Use of any other tape, such as duct tape or scotch tape is NOT permitted and may damage finish of surfaces. Use of thumbtacks, staples and nails are not permitted and shall not be used within the premises for any purpose. Pushpins may be used on the ballroom walls to hang decorations. Birdseed, confetti, rice or glitter may not be brought into the Grange. Renter Representative shall remove decorations, personal property of Renter and invitees and garbage immediately following the event.
- **Food.** Food/Beverages may be consumed ONLY in the Dining Area. Renter assumes full liability for any damage caused during the event/rental under the terms of this Agreement.
- **Animals.** No animals are allowed on the Grange premises. Exceptions are given to registered service animals.
- **Code of Conduct.** Renter shall maintain order throughout the rental period and shall not engage in, or allow others to engage in any event or conduct in the Grange Hall or on its premises which may cause harm, injury, or damage to person or property during the rental period. No verbal abusive behavior towards representatives of the Grange will be tolerated and is a basis to terminate this rental agreement
- **Noise.** Extremely loud activity is prohibited. Music should be kept at a reasonable volume.
- **Parking.** Grange assumes no liability for Renter's or invitees' parking off gravel
- **Safety.** No material, substance, equipment or object likely to endanger life, cause bodily injury or property damage or constitute a hazard may be brought onto Grange premises. If under the circumstances it is appropriate to do so, Renter shall insure that a monitor prevents unsafe or potentially damaging behavior such as climbing, unsafe running, jumping from stage, or standing on chairs or tables.
- **Grange Cleaning and Closing Procedure Checklist.** Renter shall follow the procedures indicated on the *Grange Cleaning and Closing Procedure Checklist* to ensure that the premises including outside grounds are returned to pre-use condition. The Checklist is attached to this Agreement and by this reference made a part of the terms of this Agreement. Renter shall insure that the action items on the Checklist are completed. Renter is responsible for: (1) returning and repositioning furniture as initially found, (2) cleaning up any spills, (3) removing all decorations, (4) sweeping, mopping, vacuuming floors, (5) cleaning restrooms (6) turning off small appliances, (7) turning down heating Thermostats to the setting as found initially or as directed on the Checklist. (8). taking all garbage bags with the renter, and

(9) locking the Grange and leaving key as directed and prearranged. In the event procedures are not followed properly or extra cleaning is required following the rental, Renter agrees to pay for completion of the work as follows: minimum one hour at **\$50** per person, thereafter **\$45** per hour per person, charged in 15-minute increments after the first hour. These costs presume that the Grange volunteers perform the work and do not constitute a limitation on costs incurred by the Grange, if the work must be performed by others. The manner of restoration of the premises to prior condition and the determination of who performs the work shall be determined by the Grange in the sole discretion of Grange representatives. Renter shall be responsible to pay the costs incurred by the Grange.

Specific examples of Checklist requirements often overlooked include the following, ~~emphasized~~ to assist Renter to comply with the Grange requirements and expectations:

- ✓ **Floors.** (Spot Clean) For safety reasons during the event, floors are to be spot-mopped or swept immediately upon any spillage. (General Cleaning) Following your event, mop, sweep, and/or vacuum all floor surfaces. Equipment is available for your use. Linoleum floor surfaces may be swept or wet mopped if necessary.
- ✓ **Furnace.** The furnace must be turned down to appropriate levels (written levels indicated at the thermostat) before Renter leaves the Grange. \$100.00 may be deducted from Renter's deposit should the furnace be left on at level higher than indicated.
- ✓ **Furniture.** Grange furnishings are to be used ONLY indoors. Tables and chairs should be handled with care in order to eliminate damage to furniture, floors, and walls. All furniture moved by Renter for Renter's purposes must be returned as found upon Renter's arrival/possession of the Grange.
- ✓ **Garbage.** Following the event, all garbage/waste cans from the kitchen, bathrooms, and extra rooms are to be emptied; bags of garbage are to be removed and disposed of by the renter. Garbage bags have been provided for Renter's use to reline the cans.
- ✓ **Kitchen.** Renter may use the dishes and utensils as discussed with the Grange Representative. Renters with recurring use must clean to Grange standards/expectations after every use. Disconnect coffee pots and other small kitchen appliances. The kitchen must be returned to its pre-use condition.
- ✓ **Outside Grounds.** Remove debris accumulated during Renter's use.
- ✓ **Refer to Complete Checklist.** To ensure that all Cleaning and Closing Procedures are followed, refer to the complete checklist, attached to and made a part of this Agreement.
- ✓ **Entire Agreement: Modification.** This constitutes the entire agreement and understanding between the parties relating to the Grange Hall and its premises. No modification or claim waiver shall be binding upon any of the parties unless in writing made after the date hereof making specific reference to this agreement and signed by the owner and the renter. This agreement is hereby executed and effective as shown on the above date. This agreement includes the Grange Hall Cleaning and Closing Procedures and Floor Layout Diagram.
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I understand and have read the policies and conditions _____