

SKYLINE GRANGE #894 SHORT-TERM RENTAL AGREEMENT

Please first read "General Rental Information" & "Required Care When Renting Skyline Grange".

The term "Owner" in this Agreement refers to SKYLINE GRANGE #894, located at 11275 NW Skyline Boulevard, Portland, OR 97231. Mailing address is Skyline Grange #894, c/o 14109 NW Rock Creek Rd., Portland, OR 97231. Rental email address is skylinegrange894@gmail.com.

The term "Premises" means the building, parking lot, fields, and all surrounding land owned by Skyline Grange #894.

"User" shall be in this Agreement:

Name of individual, group, or organization actually using this facility	Authorized Representative	ODL# _____ Photocopy Required
Mailing Address of User	City	State Zip
Daytime Phone	Evening Phone	Email

Purpose & Intended Use

Use is solely for the purpose of: _____

Event will include:

Alcohol Served: Yes _____ No _____ (If yes: alcohol will be served by Owner _____ by Caterer _____)
 Music: Live: Yes _____ No _____
 Recorded: Yes _____ No _____

Number of people expected: #Adults _____ #Children under 16 _____

Number of vehicles expected: _____

Portions of the premises desired to be used:

Main Hall	Yes _____	No _____	
Kitchen	Yes _____	No _____	Purpose: __ food prep __ cooking __ coffee/snack prep
Lower Level Meeting Area	Yes _____	No _____	
Restrooms	Yes _____	No _____	
Fields (excluding woods & fenced in areas)	Yes _____	No _____	
Tables	Yes _____	No _____	If yes, estimate number needed: _____
Chairs	Yes _____	No _____	If yes, estimate number needed: _____

Rental Period

The rental use period shall:

Begin on _____ (date) at _____ am/pm
 and
 End on _____ (date) at _____ am/pm

This period includes:

Set-Up on _____ (date) from _____ am/pm to _____ am/pm
 The Event on _____ (date) from _____ am/pm to _____ am/pm
 Clean-Up on _____ (date) from _____ am/pm to _____ am/pm

Fees (Refer to "General Rental Information for Skyline Grange" for current fee schedule)

\$ _____ **Rental Fee**
\$ _____ **Refundable Security Deposit**
\$ _____ **Total** Date paid _____
Paid with: check # _____ with cash _____ with money order _____

Note: Check or money order for rental fee & security deposit will be cashed upon receipt.

Terms & Conditions

Directions: The User should read each term & conditions, then write initials on the line after "I agree" to indicate understanding and agreement.

#1. RESERVING REQUESTED USE DATE(S)

In order to complete the reservation for requested Rental Period, User shall provide to Owner **within 14 days** of requesting rental date(s): a) full payment of Rental Fee, b) full payment of Security Deposit, c) proof of required event and liquor insurances, d) copy of photo ID, and e) two signed copies of this completed Short Term Rental Agreement.

I agree _____ (initials)

#2. SECURITY DEPOSIT

User shall provide to Owner, in accordance with Section #1, payment of the required Security Deposit by a separate check or money order made out to "Skyline Grange #894" or by cash. Owner shall deposit this payment upon receipt. Owner shall mail to User the full security deposit amount within 1 week of Rental Period contingent upon whether all conditions of this Agreement were met and premises returned to condition found at beginning of Rental Period.

I agree _____ (initials)

#3. EVENT INSURANCE REQUIREMENTS

- The User shall obtain, at the User's expense, a Certificate of Insurance naming Skyline Grange #894 and Oregon State Grange as additional insureds for liability and property damage coverage in the amount of \$1,000,000.
- User shall furnish a Certificate of Insurance to Owner within 10 days of requesting reservation of rental date(s).
- Owner may require higher amounts or additional types of insurance coverage after considering the type of risk exposure associated with the User's anticipated use.
- The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause.

I agree _____ (initials)

#4. ALCOHOL USE (Choose only one)

_____ **Option 1: ALCOHOLIC BEVERAGES WILL NOT BE SERVED OR ALLOWED ANYWHERE ON THE PREMISES.**

User shall ensure that no alcoholic beverages will be consumed, served, or allowed anywhere on the premises during the Use Period. Any appointed Grange Representative may, at any time, inspect the 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 and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

I agree _____ (initials)

_____ **Option 2: ALCOHOLIC BEVERAGES WILL BE SERVED, BUT NOT SOLD, TO ATTENDEES** under the following terms:

- User shall comply with the laws and regulations of the Oregon Liquor Control Commission and applicable local government regulations.
- User shall ensure that no payment, purchase, or donations of money shall be accepted for alcohol, and there shall be no required payment for entry/admission to the event, or payment for any other product or service during the event.
- **If User or representative of User serves the alcoholic beverages:**
 - a) User shall provide proof of host liquor liability insurance coverage in an amount no less than \$1,000,000 naming Skyline Grange #894 and Oregon State Grange as additional insureds. (This liquor liability insurance is in addition to the event insurance requirements in Section #3).
 - b) User shall provide Owner with proof of such liquor liability insurance, in accordance to Section #1.
 - c) User shall ensure OLCC guidelines are followed when alcohol is served. (http://www.oregon.gov/olcc/docs/publications/what_every_volunteer_server_needs_to_know_02_2008.pdf).
- **If User hires a LICENSED and INSURED company (caterer, winery, brewery, etc.) to serve alcoholic beverages:**
 - a) The serving company shall name Skyline Grange #894 and Oregon State Grange as additional insureds for the day(s) of the event on their liability insurance for no less than \$1,000,000. User shall to Owner with proof of said liquor liability insurance.
 - b) User shall provide a copy of the server's OLCC license to Owner.
- Any appointed Representative of the Grange may, at any time, inspect the Premises and, if any alcoholic beverage or other intoxicating or controlled substance is being sold or served in violation of this section, the Grange Representative shall have the right to immediately stop any activity and close the hall, and all use fees and or deposits paid by the User will be immediately forfeited.

I agree _____ (initials)

#5. HOURS and NOISE

- User shall ensure that all music and any other louder noise ends promptly by 9 p.m.
- User shall ensure that the parking lot is cleared of attendees no later than 10 p.m.
- User can quietly clean up until midnight.
- User shall ensure that the premises is vacated between midnight and 8 a.m.
- User shall limit music and/or noise to a maximum noise level such that an average conversation at three feet can be held outside the building out of respect to neighbors.
- User shall not permit the use of firearms or any fireworks.
- User agrees that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall have the right to immediately stop any loud activity and close the hall, and all use fees and/or deposits paid by User will be immediately forfeited.

I agree _____ (initials)

#6. RESPONSIBILITY OF CONDUCT

User shall maintain order throughout the Rental Period and shall not engage in or allow others to engage in any event or conduct on the Grange Premises, which may cause harm, injury, or damage to persons or property or to the good name of Skyline Grange. User is strictly liable for the conduct of its agents, employees, invitees, guests and all others in attendance due to the activities for which the Grange is rented. Any personal or property damages or injuries cause by the action of User or the above mentioned parties listed in this paragraph are the sole responsibility of User. The User also agrees that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall have the right to immediately stop any unpermitted activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

I agree _____ (initials)

#7. COMPLIANCE WITH LAWS

The User shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the use of the Premises (including but not limited to any noise or nuisance ordinance, occupancy limitations, civil rights statutes and County Health Department requirements on food serving or sales). The User shall acquire any license or permit required for User’s use.

I agree _____ (initials)

#8. RESPECTING THE PREMISES

User shall read and agree to the terms in “Required Care When Renting Skyline Grange” and shall read and agree to the limitations listed in “General Rental Information for Skyline Grange”. The User shall leave the premises in the same condition as at the beginning of the Rental Period. User shall ensure the floor is not damaged with improper footwear or furniture movement, or other damaging sources. User shall ensure no use of nails, glue, tape (except Painter’s Tape), or any other means of decorating that may damage the acoustical panels, walls, floors, or ceilings. User shall ensure no use of confetti or rice thrown anywhere inside or outside.

I agree _____ (initials)

#9. LIMITED USE OF PREMISES

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 shall immediately notify a Grange Representative; in the event of an emergency User will telephone 911 to summon the appropriate authorities.

I agree _____ (initials)

#10. HOLD HARMLESS

User shall protect, defend, and hold harmless the Grange, its officers, members, and representatives from all damages, claims, suits, actions, or demands of any nature arising out of the use of, or the inability to use, the Grange’s property, to the extent caused by, or arising from the use of the Premises by, the User, its officers, contractors, agents, representatives, employees, invitees, heirs or assigns.

I agree _____ (initials)

#11. SMOKING

- User shall ensure that there is NO SMOKING OR USE of any tobacco products anywhere inside the building.
- The User shall be responsible to ensure the use and disposal of tobacco products occurs only in the designated smoking area outside.
- The User shall be responsible to ensure no use of marijuana in any form on the Premises.

I agree _____ (initials)

#12. OFF-LIMITS AREAS

- In order to protect our septic system, User shall ensure that no person shall enter the two areas surrounded by wooden fencing – one is located in the field to the right of the building and the other is behind the building.

- User shall ensure no one enters or uses cabinets and rooms marked as "Grange Use Only."

I agree _____ (initials)

#13. NO SUBLETTING

The User shall not assign or sublet any part of the Premises.

I agree _____ (initials)

#14. MAINTAINING THE PREMISES & RESPONSIBILITY FOR DAMAGES

- User shall ensure that Premises be returned to the Owner in same condition as existed at the beginning of Rental Period, and User shall not alter, add or make improvements to or upon the Premises without the written consent of Owner.
- User shall remove all personal property prior to the end of the Rental Period. Any remaining User property shall be forfeited and Owner may dispose of all remaining property. The User shall be liable to the Grange for the cost of such removal.
- User shall deduct from User's Security Deposit costs incurred by Owner for cleaning fees if User did not return premises to its pre-rental condition. If the costs exceed the amount of the deposit, User shall pay to Owner, promptly on demand, the amount of such costs in excess of the deposit.
- If use of the Grange hall and/or Premises results in damage to Owner's Premises, User shall be liable to the Grange for the amount of such damage. Owner shall apply the security deposit 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. Owner shall promptly return all deposits to the User that is in excess of the damages incurred.

I agree _____ (initials)

#15. RESPONSIBILITY FOR MAINTAINING ACCESSIBILITY

User shall maintain the building exits and driveway entrance and exit clear.

I agree _____ (initials)

#16. RESPONSIBILITY FOR MAINTAINING SECURITY

User shall lock the Grange hall leaving it when a representative of the User is not physically present on the Premises.

I agree _____ (initials)

#17. DEFAULT ON AGREEMENT TERMS

In the event of any default of terms under this Agreement, the prevailing party shall pay the other party's costs and reasonable attorney fees for collection incurred at any time before or after any action is filed or at trial, on appeal or any petition for review.

I agree _____ (initials)

#18. USER SATISFIED WITH PREMISES

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.

I agree _____ (initials)

#19. ADDITIONS OR EXCEPTIONS

The User _____ and Owner Rep _____ agree to the following exceptions to this Agreement:

#20. CANCELLATION OF AGREEMENT

If User wishes to cancel their Rental Agreement, the User may do so under the following terms:

- The User shall notify Owner in writing of the desire to cancel.
- If Owner receives written notification of cancellation 7 or fewer days before the start of the rental period, Renter shall receive no refund of Rental Fee, but will receive the full Security Deposit.⁴
- If Owner receives written notification of cancellation within 7 to 14 days of the start of the rental period, Renter shall receive 25% refund of Rental Fee and will receive the full Security Deposit.
- If Owner receives written notification of cancellation within 15 to 21 days of the start of the rental period, Renter shall receive 50% refund of Rental Fee and will receive the full Security Deposit.
- If Owner receives written notification of cancellation within 22-28 days of the start of the rental period, Renter shall receive 75% refund of Rental Fee and will receive the full Security Deposit.
- If Owner receives written notification of cancellation more than 28 days from the start of the rental period, Renter shall receive full refund of Rental Fee and will receive the full refund of Security Deposit.

I agree _____ (initials)

#21. BOTH PARTIES IN AGREEMENT

This Agreement contains the entire agreement and understanding between parties relating to User’s use of the Grange Hall and Premises. 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’s Printed Name	Signature of User	Date
_____	_____	_____
Grange Representative’s Printed Name	Signature of Grange Representative	Date