

RENTAL AGREEMENT

This One Time Rental Agreement is between **WALUGA LODGE No. 181, Ancient Free & Accepted Masons of Oregon** (“Lessor”) and _____ (“Lessee”). The **Grand Lodge of AF&AM of Oregon** (“Grand Lodge”) is located at 2150 Masonic Way, Forest Grove, OR 97116.

RECITALS

A. Lessor is a subordinate Lodge of the **Grand Lodge** and owns the Lodge building located at **417 2nd Street, Lake Oswego, OR 97034; phone – 503-636-1036; email – waluga@waluga.org** .

B. Lessee is an individual or individuals or an entity located at _____

_____, _____, _____, _____, _____
(Address) (City) (State) (Zip) (Phone)

(Email)

C. Lessee desires to rent the Lessor's Lodge building in connection with **Lessee's** _____ event on select day(s) when the facility is otherwise vacant. The date(s) and hours of rental shall be:

Date(s): _____

Arrival Time: _____

Exit Time: _____

D. If Lessee desires to have ALCOHOL or alcoholic beverages served or consumed within the Lodge building during all or parts of the time Lessee is renting the building from Lessor then a separate “One-time Rental Agreement – Alcohol Event” must also be completed at least 30 days prior to use of the Lodge building.

E. Subject to the agreement of Lessee to all of the terms and conditions of this Agreement, Lessor agrees to rent the Lodge building to Lessee pursuant to all of such terms and conditions.

NOW, THEREFORE, for good and valuable consideration, Lessor and Lessee agree as follows:

1. RECITALS: The recitals set forth above are hereby incorporated into this agreement as a material and substantive part of this Agreement.

2. LESSEE'S RIGHTS and PRIVILEGES: Lessor hereby grants to Lessee the right and privilege to use Lessor's facilities, including cooking gas range and dishwasher equipment, at designated times only after Lessee's payment of any Basic Rental Fee plus all deposits.

3. LESSOR'S DESIGNEE: Any current member of the Lessor's Board of Trustees, the current Master of Waluga Lodge No. 181, A.F & A. M., or any other person specifically assigned by the Lessor shall be deemed a "Lessor 's Designee."

4. ADVANCE NOTICE of CANCELLATION: Lessee shall give Lessor at least thirty (30) days advance notice of cancellation prior to the date of actual use that it does NOT have need for use of the Lessor's facilities. Advance Notice can be given to any Lessor's Designee orally, by phone, or by SMS text message. **Failure to do so will result in forfeiture of entire deposit amounts.** Notice in excess of thirty (30) days given by Lessee to Lessor that Lessee does NOT have need for use of the Lessor's facilities will result in full refund of deposit(s) as provided in the Rental Agreement.

5. RENTAL AREA: The rental area under this agreement shall be the main Lodge Hall, upper hallway and bathrooms, under-croft, building exterior and kitchen, including the stove, counters, sinks, and dishwasher.

Expressly not included in the rental area is the furnace room, the office space, both of which are directly adjacent to the kitchen, nor any storage rooms or closets within the building.

No other use of the building interior or exterior beyond that expressed in item "C" of the Recitals is licensed or permitted herein.

Parking of vehicles is not permitted in the alleyway adjacent to the East side of the building. This area may be used only for temporary loading and unloading of deliveries.

No signage of any kind may be affixed to the building exterior, or displayed on Lodge property without prior approval of the Lessor or Lessor's Designee.

Lessor's dinnerware, flatware, cups, glasses, mugs, and other food-service utensils for Lessor's use shall remain in the cabinets on the South wall of the kitchen, unless allowed by prior agreement with Lessor.

6. FEES, EXPENSES and PAYMENTS:

Basic Rental Period:

The Basic Rental Period is defined herein as any agreed length of time on a single calendar day. Use of the Rental Area over-lapping the midnight hour shall be deemed two separate rentals unless separate agreement is made by prior agreement of the Lessor and Lessee.

Basic Rental Fee:

The Basic Rental Fee charge for use of the facilities is \$299.00 for a four-hour period from arrival to final exit, with an additional charge of \$100 per hour in excess of the first four hours. The total Basic Rental Fee shall not exceed \$750 for a single calendar day.

The Basic Rental Fee plus all deposits is to be paid in full no later than 30 days in advance of rental.

The prescribed refundable cleaning deposit will serve as sufficient sole deposit to reserve a calendar date more than 90 days in advance, until the 89th day in advance.

Payment of half of the Basic Rental Fee plus all deposits is required to continue the reservation from 31 to 89 days in advance of the event.

Final payment of the Basic Rental Fee plus all deposits will need to be paid in full no later than 30 days in advance of rental.

Refundable Cleaning Deposits: The basic Refundable Cleaning Deposit is \$100.00 for events that **do not include alcohol**. The basic Refundable Cleaning Deposit is \$300.00 for events that **include alcohol**.

Any portion of the basic Refundable Cleaning Deposit not used by Lessor to clean after the Lessee's use shall be returned by mail within ten (10) business days of the rental, unless the deposit was forfeited according to the Advance Notice of Cancellation provisions of the Agreement.

Additional Cleaning or Repair Costs: All furniture and fixtures shall be maintained to a level satisfactory to the Lessor. Lessor's costs in excess of the Refundable Cleaning Deposit for any cleaning or repairs to Lessor's facility, furniture or fixtures caused by Lessee's activity shall be due immediately upon demand by Lessee to Lessor after exhausting Lessee's cleaning deposits.

7. DESIGNATED USERS, LICENSES, CLEANLINESS and MAINTENANCE:

Use of the kitchen facilities is limited to the Lessee and individuals personally designated by Lessee and acceptable to Lessor.

Lessee shall make available upon request of Lessor all health, business, and other licenses necessitated by Lessee's operations in the Lodge building. If required by any civil authority, Lessee shall place a copy of Lessee's license(s) in a location assigned by the civil authority.

Lessee shall maintain a level of cleanliness equal to or exceeding the minimum State of Oregon and Local standards required for a commercial food-service preparation area.

No additional mechanical equipment may be installed without prior approval of the Lessor or a Lessor's Designee.

Any indication of Vermin in the building shall be reported within 24 hours by Lessee to a Lessee's Designee.

8. KEY, ACCESS and SECURITY: Lessee shall be entrusted to use all entries during the hours of Lessee's use. Lessee shall be responsible for the security of the entire facility immediately before, during and immediately after Lessee's use. Lessee or Lessee's Designee shall not leave the premises until Lessor's Designee is present for locking the premises when departing. Lessee shall leave the facilities in a condition at least as clean as existed at the beginning of Lessee's use.

9. MEMBER OF LODGE PRESENT: At the discretion of the Lessor a member of the Lessor's Lodge may be present at all times during the function or event.

10. INDEMNIFICATION: Lessee will at all times defend and indemnify both **Lessor and the Masonic Grand Lodge of A.F. & A. M. of Oregon** against all actions, claims, demands, liabilities, and damages which may in any manner be imposed on or incurred by Lessor or the Masonic Grand Lodge as a consequence of, or arising out of, any act, default, or

omission on the part of Lessee, or any person acting for Lessee, in connection with the use of Lessor's facilities, including any such claim, loss, or liability which may be caused or contributed to in whole or in part by Landlord's own negligence.

Lessor and the Masonic Grand Lodge of A.F. & A. M. of Oregon shall have no liability to Lessee or any person acting for Lessee for any loss or damage caused by third parties or by any condition of the premises or the facilities used by Lessee or any person acting for Lessee.

11. INSURANCE: Lessee shall maintain during the term of this Agreement a general liability insurance policy in the amount of USD \$1 Million, naming both **Waluga Lodge No. 181, A.F.&A.M.**, and the **Masonic Grand Lodge of A.F. & A. M. of Oregon** as additional insured parties, a certificate of which must be attached to this One Time Rental Agreement and made a part hereof to make this Agreement in effect. It is understood that such insurance covers all risks arising directly or indirectly out of Lessee's activities on or any condition of the premises and protects Lessee against the claims of Lessor and the Masonic Grand Lodge on account of the obligations assumed by Lessee under paragraph 10. INDEMNIFICATION.

Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor upon execution of this Agreement.

At discretion of Lessee the Lessee will be responsible to obtain property insurance for all personal property of Lessee. Lessee will be solely responsible for maintaining it's property.

12. DAMAGE AND LOSS: Lessee shall be responsible for any breakage, damage, or loss of Lessor's property resulting from Lessee's use thereof.

13. TERMINATION of RENTAL AGREEMENT: Either the Lessor or Lessee may terminate this agreement, subject to One Time Rental Agreement provisions for **15. Payment of Outstanding Amounts Due by Lessee**, by giving a minimum of one month's (30 days) notice, sent to the address designated under Written Notifications.

14. ALTERATIONS and IMPROVEMENTS: Upon termination of this Agreement, Lessee shall return the building and surrender the kitchen facilities in the condition in which received, reasonable wear and tear for which Lessee is responsible excepted. Any alterations and improvements made by Lessee with Lessor's permission shall not be removed or restored to original condition unless the terms of permission for the alterations or improvements so require.

15. PAYMENT of OUTSTANDING AMOUNTS DUE BY LESSEE: Under receipt by both parties of either Lessee's or Lessor's proper written notice of Termination of Rental Agreement, the outstanding amount due shall be calculated by Landlord and submitted in writing to the Renter within 10 days. Such outstanding amount due shall be payable upon receipt unless other agreement for payment is made between the parties.

16. TERMINATION BY NON-PAYMENT OF BASIC RENTAL FEE: In the event Lessee fails to pay Basic Rental Fee in advance as required, or the failure of Lessee to comply with any term, condition, or obligation of this Agreement, this Agreement shall be subject to immediate cancellation by Lessor without further written notice.

Termination or cancellation hereunder shall have no effect on liability for damages for prior breach.

17. ATTORNEY FEES and COSTS:

If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

18. WRITTEN NOTIFICATIONS:

The addresses for Written Notifications shall be:

Lessor: 417 2nd Street, PO Box 181, Lake Oswego, Oregon, 97034

Lessee: _____

IN WITNESS WHEREOF, the parties have executed this One Time Rental Agreement as of the day and year set forth below.

Lessor (WALUGA LODGE NO. 181, A.F. & A.M. OF OREGON)

Signed by (Print Name and Title)

Date Signed: _____

Lessee (_____)

Signed by (Print Name and Title)

Date signed: _____

Signed by (Print Name and Title)

Date signed: _____