

# USE & HOLD HARMLESS AGREEMENT

**Junction City Grange #744**, located at 1420 Kalmia Street, Junction City, Oregon, hereafter referred to as **"Owner"**, AND

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

(\_\_\_\_\_)\_\_\_\_

(Name/Contact info for person responsible for Condition Acceptance Walkthrough **and** Checklist Completion)

\_\_\_\_\_  
Address of User

City

State

Zip

\_\_\_\_\_  
Main Phone: Cell\_\_\_\_ Text OK?\_\_\_\_ Landline\_\_\_\_ / Email Address

hereafter referred to as **"User"**, hereby agree to the following:

To use the above named Grange Hall **solely for the purpose of** : \_\_\_\_\_. (Please provide Event Title such as "Smith-Jones Wedding" to appear on the website calendar.)

Event date: \_\_\_\_\_ From: \_\_\_\_\_ AM/PM To: \_\_\_\_\_ AM/PM

(Custody begins the moment user gains access & includes setup and clean up.)

Portions of the Junction City Grange to be used in this agreement, hereafter the **"Premises"**:

Restrooms (always included) YES X

Basement/Kitchen YES \_\_\_\_ NO \_\_\_\_

Main Floor/Stage YES \_\_\_\_ NO \_\_\_\_

(Please note: Basement rental required for any event with food service.)

ALL USE & HOLD HARMLESS AGREEMENTS shall be submitted with the following:

\_\_\_\_ Certificate of Insurance, naming the Junction City Grange as the Certificate Holder,

\_\_\_\_ (Optional) USE Fee of \$100 for prior day "setup" (up to 4 hours)

\_\_\_\_ Refundable Security Deposit of \$200,

\_\_\_\_ USE Fee of \$225 for one floor, OR \_\_\_\_ USE Fee of \$300 for both floors,

**\*\*There will be a \$30 non-refundable service fee per hour, or any portion thereof, for access prior to the agreed time, or in excess of the agreed upon time frames.**

TOTAL FEES/DEPOSIT SUBMITTED WITH THIS AGREEMENT: \$ \_\_\_\_\_ Ck#: \_\_\_\_\_ or Cash: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

- \* READ THE FOLLOWING TERMS AND CONDITIONS.
- \* INITIAL EACH TO INDICATE AGREEMENT:

### #1 ALCOHOLIC BEVERAGES STRICTLY FORBIDDEN

\_\_\_\_\_ **NO ALCOHOLIC BEVERAGES WILL BE SERVED OR ALLOWED ON THE PREMISES.** 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.

### #2 EQUIPMENT/SUPPLIES NEEDED

\_\_\_\_\_ User agrees to list all requested items needed for the Purpose declared in this Agreement. All items must be returned, undamaged, to racks or storage areas as they were found. Any damage to items must be immediately reported to the Grange Representative. Failure to report may result in **forfeiture of deposit**.

- \_\_\_\_\_ Metal Folding Chairs
- \_\_\_\_\_ 6' x 2.5' (approx.) Rectangular Folding Tables
- \_\_\_\_\_ Electric Coffee Makers
- \_\_\_\_\_ Kitchen Cookware
- \_\_\_\_\_ Flatware/Dishes/Glassware
- \_\_\_\_\_ Speakers in Main Hall
- \_\_\_\_\_ Stage
- \_\_\_\_\_ Privacy Curtain
- \_\_\_\_\_ Backstage Areas: Right \_\_\_\_\_ Left \_\_\_\_\_
- \_\_\_\_\_ OTHER \_\_\_\_\_

### #3 SMOKING POLICY

\_\_\_\_\_ **SMOKING IS STRICTLY FORBIDDEN** IN ANY AREA OF THE BUILDING, OR WITHIN 25' OF ANY WINDOW OR DOORWAY of the facility. Smoking is **only permitted in areas more than 25' away** from any window or doorway. Guests must be held responsible to properly dispose of any cigarette butts on their own. All precautions **MUST** be taken to insure against fire damage to any portion of the Grange or surrounding property. Funds from the security deposit will be withheld to pay volunteer workers if trash/cigarette butts are left behind in gutters, lawn, or any other area of the Grange exterior.

### #4 EXCLUSIVE AGREEMENT & CANCELLATION POLICY

\_\_\_\_\_ User shall honor this agreement between the parties declared, and shall **not assign or sublet** any part of the Premises. User shall have the right to cancel the Agreement for their event up to 2 weeks (14 days) prior to their scheduled event and expect to receive a full refund of the USE fee and Security Deposit. If cancellation request is within 2 weeks prior to the event, the matter will be discussed at the next regularly scheduled Board Meeting, and determined what amount is reasonable to refund to the USER by a majority vote of the Board Members present at the meeting.

**#5 RESPONSIBILITY FOR CONDUCT**

\_\_\_\_\_ User shall be **responsible for conduct**, shall maintain order throughout the Use period, and shall not engage in any conduct, or permit any event or conduct on the Premises or any surrounding areas that may cause harm, injury, or damage to persons or property or to the Good name of the Grange. User will not allow exhibitionism, indecent behavior, or offensive acts contrary to good standards of moral conduct by anyone associated with the User or the Purpose set forth in this Agreement. These covenants and restrictions apply to parking areas, and any persons using a public right of way if they are attending a function at the Grange hall. It is further agreed that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall have the right to immediately stop any disorderly conduct and close the hall; and all USE fees and/or deposits paid by the User will be immediately forfeited.

**#6 COMPLIANCE WITH LAWS**

\_\_\_\_\_ 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), shall acquire any license or permit required for User's use, and shall be responsible for any and all consequences resulting from any negligence or lack of knowledge of such laws or ordinances.

**#7 NOISE POLICY**

\_\_\_\_\_ User shall limit amplified MUSIC AND/OR NOISE after 9 PM to a **reduced noise level** at the Grange's property line. In general, 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 early termination of the event in progress.

**#8 MAINTAIN CLEAR ACCESS & TRAFFIC FLOW**

\_\_\_\_\_ User shall **not hinder** any foot or vehicular traffic to, from, or on the Premises, nor block any fire exits or lanes. User shall maintain clear access of all doorways for the duration of this agreement.

**#9 BANNERS & DECORATIONS**

\_\_\_\_\_ User will not attach any signage or other advertisements to Grange property, including walls, ceiling, doors, floors, or furniture. However, free standing signage and non-damaging decorations are allowed for the term of this agreement.

**#10 WASTE & OTHER ITEM REMOVAL**

\_\_\_\_\_ User agrees to empty all waste receptacles, **remove and properly dispose of** any and all trash or other items brought to the property during the term of this agreement. User also must verify that any cigarette butts or other trash items have been removed from the exterior of the facility. Trash receptacles are located on the north side of the building, and are emptied once a week by the city. Any bags of trash that overflow will need to be reported during inspection so that they may be disposed of on the following week. **Any improper use of the Recycle container will result in forfeiture of deposit.**

## #11 DAMAGES

\_\_\_\_\_ User shall be responsible for any and all damage to Grange property that occurs during the use of said property, including damage to floors, walls, doors, ceilings, personal property, or surrounding areas. User further agrees to be responsible for any damage, caused by any attendees, affecting the building, property belonging to the Grange, or property belonging to Grange members, or other renters. User agrees to forbid access to any portion of the Grange building that has not been declared in this agreement. If the security deposit is not enough to cover any and all damages, User will be responsible & required to file an appropriate claim with the insurance company covering the event, and provide copies of all claim paperwork to Representative. If the facility is rendered unusable in part, or in full, User is liable for damages and inability to continue rentals for the duration of the disrepair. User understands that if the Grange is not satisfactorily repaired, and/or in a timely manner, the Grange will have no choice but to seek action through an Attorney, and User will then be responsible for the costs of all such actions. The Grange and its Attorney will seek reasonable costs incurred in both Attorney's fees and court costs associated with such collection actions.

## #12 SUBJECTION TO GRANGE MEMBER AUTHORITY

\_\_\_\_\_ User shall not interfere with the business of Owner or any other User of the Grange property.

## #13 HOLD HARMLESS

\_\_\_\_\_ 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, patrons, or invitees.

## #14 CONDITION ACCEPTANCE &amp; FINAL INSPECTION

\_\_\_\_\_ User agrees to complete a walk-through with the Grange Volunteer designated to unlock and provide access to the Grange. User will sign a "Condition Acceptance" Agreement, which includes a Checklist of Cleanup Requirements, upon completion of the walk-through. User must exchange contact information with the designated Grange volunteer, and set up a preliminary timeframe for the inspection. **User is responsible to complete the Checklist prior to the Volunteer's arrival to conduct the Final Inspection.** If the Volunteer is required to spend more than 15 minutes on the Final Inspection due to the User's lack of Checklist fulfillment or other damage/cleaning issues, the fee for the first hour of cleaning will be assessed against the Security Deposit, as stated on the Checklist. If any emergency, damaged property, or other need arises during the event, User agrees to contact a Volunteer from the list provided at the Grange immediately for instruction on how to proceed. **At no time will User vacate the premises without meeting the Volunteer for final inspection and/or lockup of the building. Violation of this requirement will result in forfeiture of the cleaning and security deposit.**

## #15 COPIES OF THIS AGREEMENT

\_\_\_\_\_ User agrees to accept a PDF copy of this fully executed agreement & all attachments through email from the Junction City Grange Secretary.

## #16 ADDITIONS OR EXCEPTIONS

Yes \_\_\_\_\_ No \_\_\_\_\_ Other **additions and/or exceptions** requested for this agreement:

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## #17 EVENT LIABILITY INSURANCE

\_\_\_\_\_ User agrees to obtain, at User's expense, a Certificate of General Liability Insurance, naming the Junction City Grange as the Certificate Holder (Additional Insured) without limits except as provided herein. The policy will remain in effect for the entire time of this agreement, and will require coverage for **bodily injury and property damage** with minimum limits of \$500,000. It will also include **contractual liability coverage** for indemnity provided under this agreement. As evidence of this coverage, User shall furnish a copy of the **Certificate of Insurance naming the Junction City Grange as Certificate Holder**.

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Agent's Name & Phone #

## #18 ENTIRE AGREEMENT

\_\_\_\_\_ User agrees that **this instrument and the required insurance/license documentation** represents the **entire agreement** and understanding between parties relating to the declared Specific Use of this agreement. 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.

\_\_\_\_\_  
Signature of User

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Junction City Grange Rental Administrator

DATE: \_\_\_\_\_

Contact information of Rental Acceptance & Inspection Coordinator:

**Michele McRae**.....**541-729-7842**.....**mishalee12@hotmail.com**