

Boulder Creek IOOF lodge # 152

Hall Rental Application

Return to:

Boulder Creek IOOF Lodge # 152
C/o IOOF Rental Committee 152 Forest St.
Boulder Creek Ca. 95006

Fill in the areas relating to your group and sign where appropriate.

Thanks for your interest in using our facility.

Steve Briscoe, building manager,
831-338-7129

Email: Steve@briscoeconstruction.com

- Failure to return your paperwork to this address may

One time application form

1. Requested event date _____
2. Set up start time _____
3. Event start time _____
4. Event end time _____
5. Clean up end time _____
6. Total number of hours _____

Responsible Party's name – as it appears on contract _____

Name as it appears on Certificate of insurance must match responsible party _____

Responsible Party's full address _____

Primary & secondary phone numbers _____

Email address _____

Nature of the Event _____

Number of people expected to attend _____

Special requests _____

RENTAL FEE SCHEDULE (A)

Refundable

Security/Cleaning Deposit \$300.00

If serving Alcohol you must have proof of liability insurance for event

Checks to be made payable to Boulder Creek Odd Fellows #152

Facility Rental:

Banquet/meeting rooms: (Kitchen and Lodge Room separate) \$50.00 Hour

Kitchen: (includes use of china and flatware) \$150.00

Lodge Room: (including Banquet/meeting rooms, not Kitchen) \$350.00

- Set up the day before requires an extra rental fee

Rates are dependent upon type of group, type of event, length of contract, level of traffic, and facility requirements. Prospective renters are directed to review the Instructions to Renters and the Term and Conditions for Renters sub-pages for additional information. Dependent on type of event a Security Guard might be required. If renter agrees to the Term and Conditions and rental is to be booked:

Boulder Creek IOOF Lodge # 152 (hereinafter known as Lessor)

Facility Rental Single Use Agreement:

No oral agreements or representations shall be binding.

This agreement between Lessor and _____ (hereinafter known as Lessee) is set forth as follows:

Usage and Fees:

- 1) Reservations are made on the basis of availability and with the understanding that Lessor reserves the right to cancel with full refund up to 25 days prior to event scheduled. Attached Schedule "A" details the date, time and other information upon which the approval of this application is dependent.
- 2) A completed Facility Rental Single Use Agreement must be signed and submitted by the Lessee with all required supporting documents, to Lessor no later than 30 days prior to event date. Any agreement which is denied rental will be notified by phone to the number listed on the application within 5 days of receipt by Lessor. Fees will be returned in full by regular mail.
- 3) Cancellation by Lessee at least 25 days prior to event date will result in a full refund of all fees and deposit. Cancellation by Lessee fewer than 25 days from event date will result in full refund of security/cleaning deposit and 50% of rental fee. Cancellation by Lessee fewer than 7 days from event date will result in full refund of security/cleaning deposit and none of rental fee
- 4) A \$50.00 service charge will be made for all returned checks submitted. Usage will be immediately canceled until check is made good. Checks will be deposited to insure availability of funds.

Facility Access:

- 5) The Lessee will be provided access to the facility in accordance with the information provided in Schedule "A." The Lessee will not be issued keys to the facility.

Security, Supervision and Use Permits:

- 6) Lessor may at its discretion require the presence of a California licensed uniformed security guard at any approved activity. Such guard must be hired by the Lessee with proof of such arrangement being submitted to Lessor within 20 days of usage date.
- 7) Youth groups must have responsible adult supervision at all times. A supervising adult must sign the Lease Agreement.
- 8) Live music activities using amplified sound may require a "sound amplification permit" which Lessee shall procure prior to a live amplified music activity and a copy of which shall be submitted to Lessor. The Santa Cruz Sheriff's Department can provide more information (831-461-7400).
- 9) If a disk jockey or musicians provide entertainment, flooring shall be protected by carpets or suitable padding under heavy equipment. Equipment shall not be dragged across any floor. Music that can be heard outside of the premises building must comply with item 8 above and music must be shut off at 11:00 P.M. and usage shall conclude before 1:00 A.M.

Cleanup and Indemnification:

- 10) No signs or announcements shall be placed on the building or grounds except as approved by Lessor.
- 11) Lessee agrees to restore Lodge building to the clean and tidy condition in which it was rented including the replacement of moved furniture. Lessee agrees to accept responsibility for all damages to the Lodge building caused by or arising out of their usage, including damages by their invitees.
- 12) No adhesive materials are permitted to be used in any room. No thumbtacks or pins are permitted for use in the building. Please contact Lessor with questions in this matter. We will charge you for repairs to wall & ceiling surfaces

13) The kitchen (if used) shall be left clean in an orderly condition. All rubbish shall be removed. Garbage can liners are provided and removal of garbage to the dumpster is required. Surfaces should be wiped clean and the floor swept and mopped.

14) No equipment, furnishings, utensils, dishes, tables, chairs and other items is to be taken outside of the building. All items used shall be washed and wiped clean before being returned to their proper places. Please contact Lessor with questions about any items to be used.

15) Lessee is responsible for general clean up. Facility must be cleaned before noon the day after an event or arrangements made prior to event with appropriate extra charges. Any additional cleanup required will be deducted from the security/cleaning deposit at the rate of \$50 per hour. Any cleanup charges will be the responsibility of the Lessee. The tenant will be responsible for all clean-up expenses in excess of the deposit.

Alcohol Consumption

16) Lessee (shall) (shall not) be allowed to serve alcoholic drinks. Renter is responsible for enforcement and compliance with all California State laws pertaining to the serving of alcoholic beverages.

All containers, full or empty shall be removed from the premises by the Lessee at the conclusion of the activity. No drinks containing any amount of alcohol may be sold as a separate item in any form that does not comply with alcoholic beverage control requirements and laws.

Fire / Candles, open flames and Smoking:

17) No candles or open flames of any sort may be used in the building.

18) *Smoking or vaping is not permitted in the Boulder Creek IOOF Lodge building nor outside the dining room door.*

Drugs

19) No illegal Drugs of any sort allowed on Boulder Creek Lodge property.

Parking and Personal Property

20) Parking facilities are considered part of the leased premises and therefore are the responsibility of the lessee. Lessee is responsible for making sure the parking areas are free from debris and trip and fall hazards during occupancy of the Lodge building/property. Any vehicle or property left after a usage on the premises will be removed at the vehicle owner's expense pursuant to the California Vehicle Code as posted on the premises.

21) Lessor is not responsible for any property left inside or outside such as equipment, clothing or personal items of any nature. Security of the approved usage is the sole responsibility of the Lessee.

Insurance and Indemnification:

22) The Lessee agrees to pay for all losses or damages to the premises, including but not limited to: grounds, equipment, furniture, furnishings, kitchen, kitchen utensils, dishes, and flatware; caused by the Lessee or anyone attending the event or activity, or serving or delivering to the activity. Lessee will pay the new replacement value of any items damaged, removed or otherwise missing from the premises as a result of the usage of the facility.

23) Lessee shall maintain at their cost liability insurance covering use of the Lodge facilities and shall submit a certificate of insurance evidencing such coverage to the Lessor prior to the scheduled

usage. The certificate shall name Lessor (*Boulder Creek Lodge#152*) as additional insured as respects the scheduled usage. The insurance shall be for a limit of not less than \$1,000,000 for bodily injury or property damage each occurrence.

Enforcement and Legal Items:

24) The Lessee agrees to defend, hold harmless and indemnify Lessor against any demands, claims, or causes of action arising directly or indirectly from the use, occupancy, possession or control by the Lessee of the premises. This includes, but is not limited to, any person who acts in a manner that may cause injury to self or others during the course of the usage.

25) This rental use agreement shall not be assigned or transferred to any party. Any transferal will result in the automatic cancelation of the contract.

26) This agreement is subject to the laws of California. This agreement may be amended or modified only by agreement in writing, signed by all parties to the agreement. If any part of this rental use agreement shall be declared invalid or unenforceable, it shall not affect the validity of the balance of this understanding and use agreement between the parties.

27) In the event of litigation between the parties to this agreement, the prevailing party in such action shall be entitled to reasonable attorney fees and costs.

28) Lessee is responsible to ensure compliance with all parts of this agreement. Failure to comply with the agreement will cause the scheduled event to be immediately canceled. Said cancellation will result in the loss of all fees and possibly the security/cleaning deposit. As stated earlier in this agreement, Lessee agrees to be responsible for all damage to Lessor's property as a result of the rental of the Temple facility.

29) In witness thereof, the parties have executed this rental use agreement and agree to all conditions set forth.

Dated _____ Lessee: _____

(Type or print your name or business) By: Dated _____

Lessor:

Boulder Creek IOOF Lodge # 152

By: Steve Briscoe, Trustee & Facility Manager

