

# GRANGE HALL

## USE & HOLD HARMLESS AGREEMENT

Long-term rental

**LEEDY GRANGE # 339, located at: 835 NW Saltzman Road, Portland, Oregon,**  
 hereafter referred to as “**Owner**”, AND

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

Name of Person authorized to represent User (ODL# \_\_\_\_\_)

Address of User City State Zip + 4

Home Telephone Work or Daytime Telephone Cell Phone

Email address  
 hereafter referred to as “**User**”, hereby agree to the following:

To use the above named Grange Hall, or such portions thereof as described in the following (hereafter the “**Premises**”) (list the portions of the hall to be used):

Please initial all appropriate lines. Restroom use is included with any or all areas.

Dining area	Yes ___ No ___	Kitchen	Yes ___ No ___
Main Hall	Yes ___ No ___	Stage	Yes ___ No ___
All of the above.	Yes ___ No ___		
_____	Yes ___ No ___	Other special areas as noted in space at left.	

**Solely for the purpose of** \_\_\_\_\_

The use period shall:

Commence on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ And  
 Terminate on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

___ Mondays ___ (am) (pm) to ___ (am) (pm):	___ Tuesdays ___ (am) (pm) to ___ (am) (pm):
___ Wednesdays ___ (am) (pm) to ___ (am) (pm):	___ Thursdays ___ (am) (pm) to ___ (am) (pm):
___ Fridays ___ (am) (pm) to ___ (am) (pm):	___ Saturdays ___ (am) (pm) to ___ (am) (pm):
___ Sundays ___ (am) (pm) to ___ (am) (pm):	

Rental shall be for no longer than six months from date of first use, renewable according to terms in effect at time of renewal, including rates and conditions, if both parties agree.

***Custody begins the moment user takes possession, which includes setup and clean up.***

There will be a \$30.00 per hour or any portion thereof, non-refundable service fee for access prior to the agreed time, or for use extending beyond the agreed time.

USE Fee (rental fee)	\$ _____	x _____	(hours / days)	= \$ _____
Refundable Cleaning Deposit				= \$ 50
Refundable Damage, and Security Deposit				= \$ 250
Key deposit				= \$ 20

**Advanced funds required to secure this agreement** = \$ \_\_\_\_\_  
 All required Funds shall be tendered 72 hours prior to the commencement of this agreement along with evidence of required insurance and, if applicable, required OLCC license(s)

**GRANGE HALL USE & HOLD HARMLESS AGREEMENT  
TERMS AND CONDITIONS**

**READ THE FOLLOWING TERMS AND CONDITIONS,  
THEN INITIAL THE CORRESPONDING LINE TO INDICATE YOUR AGREEMENT:**

**#1. CHECK ONLY ONE:**

Yes  **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.

**OR:**

YES  **ALCOHOLIC BEVERAGES WILL BE ALLOWED ON THE PREMISES AS FOLLOWS:** Alcoholic beverages may be sold or served as part of User's intended use of the Premises provided that (a) User complies with the laws and regulations of the Oregon Liquor Control Commission and applicable local county or city governments regulating the sale or serving of alcoholic beverages and obtains all required sale and serving licenses, or assures that all required licenses are obtained by third parties hired to serve or sell alcoholic beverages, prior to taking occupancy of the Premises; and (b) in addition to the insurance requirements set forth in paragraph 13 below, User will provide proof of **host liquor liability coverage** in an amount no less than \$1,000,000 naming Owner and the Oregon State Grange as additional insureds. User will provide proof of such insurance, and proof that the required OLCC licenses have been obtained, prior to taking occupancy of the Premises. 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 paragraph, 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.

#2. Yes  **NO SMOKING** is allowed in any area of the Premises, inside or outside.

#3. Yes  The 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, any Grange property 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, or offensive acts contrary to good standards of moral conduct by anyone associated with the User. 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 unpermitted activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

#4. Yes  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), shall acquire any license or permit required for User's use, shall not apply any pesticides while using the Premises, and shall be responsible for and pay any taxes and assessments due as a result of this agreement.

#5. Yes  The User shall **indemnify, defend, and hold harmless** the Grange, its officers, agents, representatives, and employees from all damages, claims, suits, actions, or demands of any nature arising out of the use of, or the inability to use, the Owner'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.

#6. Yes  The User shall **not interfere** with the business of the Owner/Grange or any other user of the Grange property.

#7. Yes  The User shall **not hinder** any foot or vehicular traffic to, from or on the Premises nor block any fire exits or lanes.

#8. Yes  The User shall **not assign or sublet** any part of the Premises.

#9. Yes \_\_\_\_ The User shall maintain the Premises in the **same condition** as existed at the commencement of this agreement and shall not alter, add or make improvements to or upon the Premises without the written consent of Owner. Upon expiration of this agreement, the Premises shall be returned to the Owner in condition as existed at the commencement of Use. All personal property of the User shall be removed prior to the expiration of this agreement and the Owner or its representative may dispose of all remaining property. The User shall be liable to the Owner for the cost of such removal (at a minimum rate of \$20 per hr.). The Owner shall apply the security deposit up to the amount of such costs. If the costs exceed the amount of the deposit, the User shall pay to the Owner, promptly on demand, the amount of such costs in excess of the deposit. Cleaning fees may be assessed in the same manner for not returning the facility to pre-use condition (at a minimum rate of \$20 per hr.) There will be a \$50.00 per day [or any portion thereof] non-refundable fee if the Premises have not been vacated by the agreed time.

#10. Yes \_\_\_\_ If use of the Grange hall and/or Premises results in **damage to Grange property**, including but not limited to floor damage (such as gum, spills, scratches or markings from moving equipment etc.), or any of Grange property, the User shall be liable to the Owner for the amount of such damage. The 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.

#11. Yes \_\_\_\_ The User shall be responsible for **securing all avenues of access** to and from the Grange hall in order to provide for the safety and security of the Grange facilities and Grange personal property when a representative of the User is not physically present on the Premises.

#12. Yes \_\_\_\_ The User agrees that all **rooms not agreed to for User occupation** on page one of this agreement **shall be not used** 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.

#13. Yes \_\_\_\_ The User shall obtain, at User's expense, and keep in effect during the term of this agreement, a **General Liability Insurance** policy covering **Bodily Injury and Property Damage** WITH MINIMUM LIMITS OF **\$1,000,000.00**. The required insurance shall include contractual liability coverage for indemnity provided under this agreement. The amount of coverage shall be determined by the Owner considering the type of exposure arising from User's anticipated use. Prior to taking possession, the User shall furnish a Certificate of Insurance naming the Owner as an additional insured. 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.

User's Agent Name \_\_\_\_\_ Ph# \_\_\_\_\_

#14. Yes \_\_\_\_ No \_\_\_\_ User shall empty waste receptacles, **remove and properly dispose of all trash, garbage**, and other items brought to the Premises during the term of this agreement, except as noted below.

#15. Yes \_\_\_\_ User shall not store materials or equipment at hall except by prior agreement, and such materials will be stored in locations agreed upon with Rental Agent. Storage of materials and equipment will be paid for at the rate of \$5 per cubic foot per each six-month period, payable in advance.

#16. Yes \_\_\_\_ User shall **not affix banners, signs or other items** to ceilings, walls, doors, floors, or furniture. Such items can be free standing on easels, tables or chairs.

#17. Yes \_\_\_\_ User shall limit amplified MUSIC AND/OR NOISE to a **maximum noise level** at the Grange's property line as to be comparable to "average conversation at three feet" which is approximately equivalent to 65 dB spl. In general, after 10:00 pm 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.

#18. Yes \_\_\_\_ In the event of any default 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.

#19. Yes \_\_\_\_\_ No \_\_\_\_\_ Other **additions and or exceptions** to this agreement:

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#20. Yes \_\_\_\_\_ 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.

#21. Yes \_\_\_\_\_ This instrument 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.

\_\_\_\_\_  
Signature of User DATE \_\_\_\_\_, TIME \_\_\_\_\_

**GRANGE REPRESENTATIVE:** \_\_\_\_\_,  
authorized to sign for and on behalf of the Grange. Print Name

\_\_\_\_\_  
Signature of Grange Representative DATE \_\_\_\_\_ Ph# (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

#21. User acknowledges receipt of a copy of this agreement. \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_.