



Central Point Oddfellow / Rebekah

Facility Event (Venue) Agreement

1. THE PARTIES. This Facility Event Rental Agreement

("Agreement"). (Date): _____ 20____ made on and between:

Renter: _____ With a Mailing address of;

Landlord: I.O.O.F. and Rebekahs with a mailing address of,

PO Box 3751, Central Point OR 97502

Landlord and Tenant are referred to herein as "Party" and, collectively, as the "Parties."

2. VENUE. The Renter agreed to temporarily lease, occupy, and make use of the Landlords space located at:

- Property Address: 1130 Hazel St Central Point OR 97502
- Use of Venue: Any legal use under State and Local Laws.

Hereinafter known as "Venue".

3. LEASE PERIOD: The Renter shall have access to the Venue strictly within the following timeframe:

Date(s):

Time: 6 AM to 11 PM, DAILY.

This timeframe, henceforth referred to as the "Lease Period," encompasses all required setup and cleanup activities. It is imperative that the Renter adheres to this schedule without exception. Any use of the Venue outside of these hours is strictly prohibited and will result in additional charges.

4. RENT. To rent the venue, the Renter agrees to pay Landlord a flat fee in the amount Per Day.

This value is listed in the final form of this document.

Hereinafter known as "Rent."

5. DEPOSIT. The Landlord requires a refundable deposit of \$100 the time of signing the agreement (Deposit).

6. OVERTIME. If, for any reason, the Renter overstays the Lease Period, the Landlord shall charge overtime in the amount of \$50 per hour.

7. PAYMENT. The Renter shall be required to pay rent 10 business days prior to the Lease Period.

8. METHODS OF PAYMENT. The Landlord's acceptable methods of payment are as follows:

- Cash – Must be delivered to an active member of the lodge.
- Check – To be made out to either the Renter (Oddfellows or Rebekahs)
- Electronic Payments via Invoice – Sent via Email

9. SAME DAY/LATE FEE. If a payment due to the Landlord is not made within the requirements mentioned in this Agreement, there will be a late fee of 10% of the rental charge.

- Same day rentals are subject to additional fees/charges.

10. CHANGES. The Renter can change or cancel this Agreement no later than 10 business days prior to the Lease Period. If the Renter makes such a request to change or cancel, there shall be a fee equal to 25% of the rental.

11. OCCUPANCY LIMIT. There shall be a Maximum limit of 150 Persons permitted inside the Venue at any time due to Fire code. Any violation of this section will immediately terminate this Agreement under default by the Renter.

12. AMENITIES. In addition to delivering the Venue, the Landlord agrees to provide the following.

- Kitchen facilities
- Parking
- Restrooms
- Tables/Chairs
- Wifi (Where available)
- Waste Disposal (Garbage)

The aforementioned amenities are INCLUDED in the Rent and not charged separately.

13. CLEANUP. At the end of the Lease period, the Renter is responsible for cleanup. The Renter is required to clean and leave the Venue in the same condition as it was at the start of the Lease period. Detailed cleanup instructions are made available inside the Venue and can be electronically communicated (email) to the Renter prior to the start of the Lease Period.

14. Security and Property Loss. The Renter must ensure that all exterior doors and Windows of the Venue are securely closed and locked upon leaving the premises at any time during the Lease Period. Failure to secure the premises will result in the Renter being held fully responsible for any resulting loss, theft, or damage to the Venue property. The Renter agrees to bear full financial liability for any loss or damage to Venue property occurring during the Lease Period.

- If doors or windows are left ajar or unlocked after the Renter has vacated the Venue and the Lease Period has ended, the Renter will be subject to additional fees/charges.

- If Venue Key(s) are not returned within 24 hours of the Lease Period ending, where applicable, a \$200 fee will be applied.

15. GENERAL LIABILITY INSURANCE.

The Renter is required to obtain, at their own expense, Comprehensive General Liability Insurance of no less than \$1,000,000 (1 Million Dollars) coverage for bodily injury, property damage, and contractual liability per occurrence; with each policy naming The Independent Order of Oddfellows and Rebekahs, their members and volunteers as additional insureds.

- The Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage no less than 5 business days before the Lease Period begins. This policy shall provide that it cannot be cancelled or materially changed without at least 10 days prior written notice to the Landlord.
- Primary Insurance. The Renters policy shall be the primary to any Insurance or self-insurance maintained by the Landlord.
- Failure to Obtain Insurance. The Renters failure to maintain or renew its insurance policy may be considered a material breach of Agreement, upon which the Landlord may terminate this Agreement with any monies paid by the Renter to be NON-REFUNDABLE.
- If an I.O.O.F. or Rebekah lodge member is hosting an event at the Venue, in which the event is open to the public, with an expected attendance of more than 50 people. The Lodge Member will be required to provide proof of Comprehensive General Liability Insurance.

16. Alcohol Use: The consumption of alcohol is permitted within the venue. However, it is the sole responsibility of the Renter to ensure compliance with all local and state laws governing the distribution, consumption, and regulation of alcoholic beverages. The renter must obtain any necessary permits or licenses and adhere to all applicable legal requirements and provide copies to the Landlord within 24 hours of the start of the Lease Period. The venue management assumes no liability for any legal issues arising from the renter's failure to comply with such laws.

17. SMOKING/TOBACCO. No tobacco items, including, but not limited to, cigarettes, cigars, pipes, chew snuff, electronic cigarettes and smokeless tobacco, are allowed for sale or use on Venue property, including the parking areas.

18. ANIMALS. Service Animals Only inside the building. It is the responsibility of the Renter to ensure that all animals are controlled safely and responsibly. Animals must be on a leash at all times. Owners are expected to clean up after their animals and deposit waste/manure in an appropriate receptacle.

19. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or Liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of No less than (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator,

before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgement may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration. In the Event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

20. HOLD HARMLESS/FORCE MAJEURE. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of Venue and the following:

- **Right to Cancel.** The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including deposit.
- **Failure to Comply.** The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an acceptable risk of damage or harm.
- **Natural Disasters.** If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be cancelled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid including deposit.

21. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

22. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Oregon.

23. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Group Name: _____

(Attached) Insurance Binder received on: _____

(Group Representative) Renter's Signature: _____

Print Name: _____

Date: _____ ID# _____

Landlords Signature: _____

Print Name: _____

Date: _____

Key(s)/Door Code Issued: _____ Returned: _____

Payment Received on: _____ (Circle one) Cash Check Electronic Invoice

Check #: _____

RENT: \$110 Per Day _____ Deposit: \$100 _____ Deposit Amount Returned: _____