Rental Application and Agreement

(Please print clearly) 1. Date Submitted: _____ ODD FELLOWS 2. Lodge: IOOF San Pablo Lodge #43 and The Hub 3. Renter: ____ Contact Name: City/State: Zip Code: Primary Phone: _____ Secondary Phone: ___ Email: 4. Additional Contact Person: Address: City/State: _____Zip Code: _____ Phone (Cell): Phone (Home/Work): Email: 5. Renter is an: individual organization Odd Fellow/Rebekah 6. Renter hires from Lodge, and Lodge rents to Renter the Lodge's: Grand Ballroom _____ Upper Hall _____ w Kitchen ____ Conference Room Event Date(s): _____ Day(s) of the Week: ____ Recurring rental, Repeats: Until: 7. Event Times (inclusive of setup and clean up):

> Odd Fellows San Pablo Lodge #43 342 Georgia Street; Vallejo, CA 94590

Setup Start End Finish

oddfellowssanpablo@gmail.com

8. Event description:
9. Estimated Event Attendance:
Rental Rates Booking Fee: \$50 per event, which reimburses IOOF caretaker
Security Deposit: \$200 (refunded approx. 15 days after the event if there is no damage or
additional cleaning required)
Sliding scale rental fees applicable at this time, from \$200-500 which
depends on the nature of the renter i.e. community organization, non-profit,
lodge member, etc.
Commercial Grade Kitchen: Available for rental only with the use of the Odd Fellows Hall, rate
determined at booking
Your event will not be confirmed until the following fees are submitted:
Booking Fee (non-refundable) \$ 50.00 Security deposit: \$ 200.00
Submit check in the sum of \$250 payable to: I.O.O.F. San Pablo Lodge #43 ." Send to IOOF
342 Georgia Street Vallejo 94590 Attn: events
10. Rental Fees: \$ Rental fees are due in full no less than 30 days before the Event date.
11. Additional time fees: \$ per hour. Any additional time will be rounded up to the next full hour.
12. Refund check payable to:
13. Address to mail refund check:

14. Special Instructions:
Time is of the essence in this Rental Agreement. In the event of breach of this Rental Agreement and legal action is commenced, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred. This Application does not grant any rights to Applicant or authorize Applicant's use of the Lodge until approved by two representatives of the Lodge.
The attached Lodge Rules and Regulations are incorporated herein by this reference and made a part of this Rental Application and Agreement.
Renter represents and warrants that all of the information provided by Renter in this Application is true and correct, and has read, understands, and will comply with the Lodge Rules attached to this Application. If an organization, I am authorized to make this Application on behalf of the organization.
The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Lodge.
Printed Name of Applicant
Printed Name of Applying Organization
Applicant Signature
Lodge Trustee Signature

Lodge Trustee President Signature

Lodge Rules and Regulations

General Information

- 1. Applicant is responsible for reading all information and for complying with all rules and regulations.
- 2. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Lodge.
- 3. Applications and deposits for the Lodge will only be accepted by a current member of the Board of Trustees or person appointed by that body. This Application does not grant any rights to Applicant or authorize Applicant's use of the Lodge until approved by the Trustees of San Pablo Lodge #43. The Lodge reserves the right to refuse use of the Lodge to any person or group.
- 4. A \$50.00 non-refundable Booking Fee is required with this Application. The Booking Fee is a stipend for the person from San Pablo Lodge appointed to assist with the event.
- 5. The Lodge is not responsible for claims for personal injury or death, or for damage to or loss of property relating to rental of or occurring at the Lodge property.
- 6. Individuals or organizations granted use of the Lodge agree to be responsible for any loss or damage caused by such use and agree to indemnify, defend, protect, and hold the Lodge harmless from all claims and damages arising from their use of the Lodge.
- 7. The Applicant is certifying, on behalf of the organization applying to rent the facility that the organization will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the function.
- 8. No animals, except service dogs, are allowed in the Lodge facility.
- 9. No smoking or open flames are allowed in or around the Lodge facility. State Law prohibits smoking within 20 feet of public entrances.
- 10. The Lodge reserves the right to require that security guards be present.
- 11. Applicant may not store items in the Lodge prior to the event without permission from San Pablo Lodge. Items left for more than 14 days after an event will be considered abandoned and shall become the sole property of the Lodge, which will be free to dispose of any such items as it sees fit.

- 12. On the date of the event, the Lodge will be opened and closed by a representative of the Lodge. The Lodge representative shall have access to the facility at all times and shall not be excluded for any reason.
- 13. Posters and any publicity must be approved by the Lodge in advance. Unapproved publicity may be cause for cancellation.
- 14. The Lodge shall have the right to list on the Lodge website the name, event, city and state of residence (no personal street address) of you and/or your organization along with a short quote from you.

Facility Information

- 1. The number of persons in the facility shall not exceed that number which is posted designating occupant load.
- 2. There is a possibility of power outages during rental events. The Lodge is not responsible or liable for power outages.
- 3. The rental includes the facility and available equipment, but does not include the grounds or areas outside the facility. Equipment and fixtures in the Lodge may not be removed or altered under any circumstance. No structural or electrical changes to the Lodge may be made. *Additional AV and or video equipment is available at a reasonable rate from TJ/Omnific Pictures.
- 4. A facility rental will not be granted (and any rental agreement will be cancelled) under the following conditions: a. Insufficient notice: When staff cannot be scheduled, when facilities cannot be prepared, or other conditions cannot be completed in the time between the date of the request and the date of the proposed Event. b. Hazardous Activities: When activities of a hazardous nature endanger persons or property. c. Prior Circumstances: When Applicant has mistreated the facility or violated facility use policies during a prior event. d. Failure to make rental payment within minimum times provided. e. Incompatibility with another facility reservation.
 - 5. Noise levels within the Lodge must not violate applicable City ordinances.
 - 6. Dance wax, cornstarch, birdseed, confetti, glitter, rice, straw, sand, bubbles, fog, smoke, and similar materials are not allowed; if used, damage fees will be charged. (Approved theatrical vapor fog machine may be used.)

- 7. Table decorations and freestanding decorations are allowed. Decorations may be placed on the walls only using tape, which will not damage or mark the walls.
- 8. Ample street parking is available in accordance with posted City regulations.

Cancellation Policy

- 1. If the reservation is canceled less than 30 days in advance of the event date, one half of the rental fee will be forfeited. If no rental fee has been paid, the cancellation fee shall be the amount of the security deposit.
 - a. Recurring Rentals must provide 7 days advance notice of a cancellation.
- 2. Cancellation of your reservation by Lodge will occur if:
 - a. The application is found to contain false or misleading information.
 - b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the Lodge facility.
 - c. Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance.
 - d. Failure to make rental payment within minimum times provided.
 - e. If Applicant defaults on or has not completed all conditions and requirements for use of the facility.
 - f. If the facility is needed for emergency use.
 - g. Circumstances arising from natural disasters, power outage, or other unusual situation.
 - h. Failure to obtain any required permits.
- 3. The Lodge shall not be liable to Applicant for damages in excess of the Rental Amount for any cancellation or breach by the Lodge.

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Fees

1. No later than 30 days before your event:

- a. Rental fees and security deposits must be paid in full.
- b. Any permits, licenses and requests to have amplified sound must be submitted to the Lodge.
- c. Plans for all decorations must be submitted to the Lodge and approved by this time.
- d. If these requirements are not met at least 30 days before your event, the Lodge reserves the right to cancel reservations without refund of fees or deposits paid.
- 2. Arrangements for additional equipment must be made at least 30 days prior to the rental date. Additional equipment fees must be paid at least 30 days prior to the reservation date.
- 3. Changes in reservation times, or equipment needs must be submitted at least 30 days before event date. Upon a request for change to your reservation, you will be provided a quote for any additional fees. Once you accept these additional fees, any subsequent cancellation will be subject to our cancellation policy.
- 4. The event times indicated on this rental agreement are the arrival and departure time and should include all room setup, caterer setup, decoration, and cleanup time for the event. Applicants are expected to vacate the facility promptly by the time specified on the rental agreement. If Applicant stays longer than the time specified in this rental agreement, Applicant agrees to pay for the extra time at the rate set forth in this rental agreement. All time is rounded up to the nearest full hour.
- 5. Unexpended time is not refundable.

Permits

- 1. Any necessary permits must be obtained at least 30 days prior to date of event.
- 2. When alcoholic beverages are being served, the Lodge reserves the right to require the user to have security guards present and to obtain event insurance proof of which to be submitted thirty days prior to event.

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- 1. At the discretion of facilities staff, facility users may be required to be responsible for the removal of all trash or obtaining dumpsters for larger events. For example, an extra trash dumpster is required for crab feeds.
- 2. Because people tend to "get out for air" during large gatherings and may leave debris behind, it is suggested that all applicants assign someone to check cleanup outside of the Lodge. A cleaning fee may be charged if outside cleanup is necessary.
- 3. The Applicant is liable for the replacement or repair of any fixtures, furniture or equipment damaged at the event. The Security Deposit paid by your group is for cleaning, damage, unscheduled time and overtime and is a refundable deposit if all conditions are met. Each group is REQUIRED to do the following:
 - a. All tables and chairs used by a group must be left clean. This includes removing all decorations, tape, and table coverings.
 - b. All decorations must be removed and properly discarded. The use of thumbtacks, staples, nails, glue, or similar hardware or materials to hang decorations is prohibited.
 - c. A note for WEDDING RECEPTIONS--rice or birdseed cannot be thrown inside the Lodge or outside on the premises.
 - d. If the kitchen is used, the refrigerators, ovens, stove, grill, sinks, dishwasher, and countertops must be left clean.
 - e. Recycling bins for aluminum, glass, plastic, and paper are available at the Lodge. We strongly encourage recycling. Please alert the event cleanup crew and/or caterer about our recycling effort.
- 4. The Security Deposit is refundable if the facility is left in order and there are no Unscheduled/Overtime charges, as determined by the Facilities Manager. Damages may be assessed after the group has left and the facility is being cleaned. Signing out of the facility does not guarantee a full refund. Any unused Security Deposit shall be refunded

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Fire Safety Rules

1. All decorative materials shall be made from a nonflammable material or be treated and maintained in a flame retardant condition by means for a flame retardant solution or

process. Fire Department approval may be required.

- 2. All exit doors shall be unlocked and shall not be obstructed by any means.
- 3. The number of persons in the Lodge shall not exceed that number which is posted designating occupant load.
- 4. No **open flame devices, including candles**, are to be used in any assembly area (SternoTM is OK when used for catering). State Law prohibits smoking within 20 feet of public entrances.

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