

## Rental and Hold Harmless Agreement

Maplewood Grange No. 662 at www.maplewoodgrange.org

Maplewood Grange #662, hereinafter referred to as "Owner" agrees to rent access and usage of the building, property and utilities at **25480 S. Hwy 99E, Aurora, OR 97002** to \_\_\_\_\_, hereinafter known as "Renter" according to the following terms:

Contract shall commence on \_\_\_\_\_ at 12:01 AM and terminate on \_\_\_\_\_ at 12:01 AM.

**Property and Building** are described as the gravel parking area and lot and items checked below:

- Upper level (meeting room/dance floor stage and foyer)  
Original wood dance floor, 60' x 30', stage with curtain 20' x 13', raised 29"
- Lower level (Dining room, Foyer and Kitchen)  
Bench style seating for approx. 100 with kitchen and appliances
- Full Building, 6000 sq. ft.

**Reservation Deposit** of \$100 reserves requested Date and applies toward the rental. Deposit shall become a non-refundable fee for cancellations 30 days or less prior to commencement date. Cancellations by Renter within 30 days of the commencement date will receive a refund of payments minus the reservation deposit.

**Scheduling Conflicts or other Owner Cancellations:** In the event of Owner error causing a scheduling conflict or other conditions requiring cancellation of Renters contract, Renter shall be only entitled to a full refund of payments and an equivalent rental at no charge. Owner assumes no secondary liability for cancellations.

**Security Deposit** of \$200 is required. Deposit will be refunded after a satisfactory post rental inspection by Owner. The refund shall be sent to Renter at the address listed no later than 30 days from the contract end date with an accounting for any deductions taken for unsatisfactory cleaning or building damage. **A deduction of \$50 will be made if there is evidence food or beverages (except water) were taken into the dance hall, regardless of damages. If alcohol is found on the premises or evidence of alcohol (trash left behind), \$100 of security deposit will be forfeited.**

**Commencement Building Condition:** While we strive to keep the hall clean and neat, many have access to the building and Maplewood Grange makes no claim and provides no warranty regarding biological sanitization. Renter relies solely upon their personal examination to evaluate condition of the premises. Renter shall notify the Owner immediately if there is an unsatisfactory condition present upon their arrival. Note that due to age and condition of the hall the handicap ramps cannot be brought up to current code. The ramp to basement has low overhead clearance (approx. 6'). Use caution.

**Insurance** is required from the Renter. Renter shall provide a "**Certificate of Additional Insured**" which lists the Maplewood Grange (**25480 S. Hwy 99E, Aurora, OR**) for property damage and personal injury (minimum of \$1,000,000) for the date and time of this contract. Renter is liable and responsible for the rental property and all actions and activities of their guests during the contract period. Renter shall defend, indemnify and hold Owner harmless with respect to any and all claims and demands which may arise. Owner assumes no liability for loss or damage to Renter or guest's personal property.

**Full Payment** is required by cash or check at least two weeks in advance of the rental. Contract is not valid until all fees and deposits are paid in full and Owner is in receipt of renter's Certificate of Insurance.

**Care of Premises:** Renter shall commit no acts of waste and shall take good care of the premises. Applicable Laws and regulations of competent jurisdictions shall be complied with at all times. Renter agrees to pay any fines resulting from renters activity. Renter agrees to respect prohibitions as described under "Warnings" below. The Renter shall be responsible for all conduct, shall maintain order throughout the Use period and shall not 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.

**Clean up:** Renter will complete all items on the clean up check list after the event and call rental chairperson. The checklist shall be signed by Renter signifying completion and left in the foyer.

**Damages:** Renter agrees to pay Owner for all damage and expenses related to Renters or their guests use of the premises, even those that exceed the Security Deposit. A make whole demand will in this case be sent providing evidence of expenses for restoration of the premises. House cleaning or repairs by Grange members will be charged at \$35/man hour.

**Access:** Renter shall provide access for Owner's representative at any time during the contract period.

**Licenses** or permits required by renters use of the premises shall be secured by and paid for by Renter.

**Trespassing:** Owner may regard anyone in the building without permission as trespassing.

**Alcoholic beverages** are not allowed on Grange Property. Renters shall not bring alcohol onto the premises.

**Smoking** is not allowed in the building.

**Trash** generated by Renter may be placed in trash bin behind building. If bin is full call rental chairman.

**Violations:** Any violation by Renter of any requirement of this contract regarding care of or damage to the building authorizes Owner to take any action Owner believes necessary to immediately terminate the event and take back complete physical control of the property. In this event, Renter forfeits all rights to all fees and deposits, as well as agrees to fully reimburse Owner for any and all costs incurred due to the breach of contract, loss and/or damage to building or property not covered by deposits.

**Rental Fees:**

Reservation Deposit	\$_____	Date Received _____	<b>MAKE CHECKS OUT TO MAPLEWOOD GRANGE</b>
Security Deposit	\$_____	Date Received _____	
Rental Balance	\$_____	Date Received _____	

Renter certifies understanding of above terms and conditions and agrees to abide by all terms of this contract, and so certifies with his or her signature below:

**Renter**

\_\_\_\_\_  
Name signature date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone email

**Owner**

**Entry Code**

\_\_\_\_\_  
Dan Keeley, Rental Chair

\_\_\_\_\_  
date

Mailing address (not situs):

5975 Buyserie Rd. NE

St. Paul, OR 97137

Phone 503-508-7807 (text OK) Email [djkeeley@stpaultel.com](mailto:djkeeley@stpaultel.com)

## **WARNINGS**

1. PLEASE:

**Clackamas County has a noise ordinance!** Please reduce music volume after 10PM and keep the front door and windows closed.

**Do not use glitter** in the hall. It is very difficult to clean up.

**Do not use regular tape or nails on the walls.** Poster or body shop tape works and won't peel off the paint or leave holes.

**Do not take food or drink into dance hall.** Dance floor stains easily. **Do not bring outside chairs/tables in the dance hall without approval from the rental chairman. Rusty/sharp chair legs can cause thousands of dollars in damages. Don't let this happen to you!**

**Do not take propane powered grills into the kitchen.** There is no exhaust fan.

2. The hall gets cleaned but not disinfected. If renter wishes to reduce risk from viral or bacteriological pathogens, sanitizing materials are available.

3. The sinks in the basement drain via a sump pump. **When sinks back up** the pump needs to be turned on. Switch is on the left of the SS three compartment sink. Leaving the pump run for more than a few minutes after water is removed will burn up the pump! Please don't!

4. The ramp to basement has low overhead clearance (approx. 6'). Anyone using the back ramp should use caution to avoid hitting their head.

5. Windows are old fashioned counter balanced sashes. Use caution opening and closing the windows as they can close quickly.

**7. Alcohol and smoking are not allowed in the building! This is a violation of the contract and may result in immediate revocation of the rental and forfeiture of the deposit!**

## General Information

Bathroom lights – Left entry wall, as you face the Main Hall doorway.

Ceiling Fans – Main Hall – center switch immediately to the right as you enter the Main Hall doorway.

Crystal Ball – Main Hall maintenance closet. On the back wall turn switch to “on”. Light control panel on the stage needs to be plugged in with all rocker switches in neutral position. Channel 1 and 2 controls spot lights on the ball.

Entry Lights – Left entry wall, looking at the Main Hall doorway.

Exterior courtesy lights – Outside front wall as you look at the main door.

Dining Hall Lights – Base of front stairwell, far facing wall.

Kitchen Lights- Switch on southerly wall of dining room and pull chains over sinks.

Main Hall Lights – Immediately to the right as you enter the Main Hall. Rotary dimmer switch.

Stage Lights – Through northerly door from Main Hall up the stage steps to the right.

Stairway Lights (front) – Left entry wall as you face the Main Hall doorway from the foyer.

Stairway Lights (rear) – Sensor light, no switch.

Exhaust Fan for Main Hall – Through northerly door from Main Hall up stage steps on the right.

Sump Pump (kitchen sinks) – Left end of the stainless steel counter along the south wall. Basement sinks are below ground level and a pump is used for draining the sinks. Turn the pump on when water starts backing up into the bottoms of the sinks. Turn it off about 3 minutes after water is removed.

Thermostat – Immediately on your right as you enter the Main Hall from the foyer. Lightly tap the temperature arrows on the screen to increase or decrease temp. Tap cancel to return the thermostat to the default setting. Please do not run the furnace or air conditioner with the windows and doors open, it wastes fuel. There are also valves behind the doors to the right and left of the stage which direct air upstairs or downstairs. These are generally left in the blend position but can be shifted to direct all heating or cooling to one floor if needed.

### Preparation Check List – You will need:

\_\_\_ Entry code is shown on third page of completed contract, call rental chairperson at 503-508-7807 if lost or missed.

Enter code firmly on keypad on front door and turn the knob clockwise to unlock. No code needed to lock the door.

\_\_\_ Phone for emergency purposes. There is no land line in the building.