

ON GOING RENTAL AGREEMENT

This (“**Agreement**”) is entered into this _____ day of _____, 202__, between Banner Grange No. 627, Patrons of Husbandry, Inc., a private, non-profit organization (“**Grange**”) and the party identified below as the tenant (“**Tenant**”). The Grange has agreed to rent to Tenant and permit Tenant to use those designated portions: Large room, small room with kitchen, picnic area behind parking lot, the parking lot. No access allowed to private living area behind building, without prior permission of party residing there. The building known as the “Grange Hall” (the “**Building**”), **located at 12629 McCourtney Road, Grass Valley, CA 95949 (“Property”)** for the purposes set forth in this Agreement, pursuant to the following terms and conditions:

The Tenant: Name: _____

Mailing Address: _____

Telephone number: _____ Alternate number: _____

General Terms and Conditions of Rental:

- A. All requests for use or rental of the Rental Space must be approved by the Grange. All persons wishing to use or rent the Rental Space must sign this Agreement and return it to the Grange.
- B. This Agreement and use of the Rental Space, Building and/or Property are subject to the Rules of Use of Grange Property (“**Rules of Use**”) attached. By signing this Agreement, **Tenant agrees to abide by the Rules of Use and to exercise reasonable best efforts to ensure that all individuals present during Tenant’s use of the Rental Space, Building and/or Property abide by the Rules of Use. The Grange reserves the right to terminate this Agreement and request that Tenant and/or any guests or invitees of Tenant immediately vacate the Property for failure to comply with the Rules of Use.**
- C. Rental of the Rental Space is on an “as is” and “where is” basis. Tenant is permitted to access only those areas of the Building and Property specifically identified in Paragraph G below. Use of any portion of the Property and the Building is at the sole risk of the Tenant, its guests and invitees. The Grange shall not be responsible for any injury that occurs during the rental of the Rental Space and disclaims any liability resulting from the rental or use of the Rental Space, Building, the Property, and any Grange facilities. No food or food service will be provided by the Grange.
- D. **Tenant shall deliver the Rental Space, Building and/or Property to the Grange in the same condition it was prior to the rental. Tenant shall be responsible for any damage to the Building, the Property, or any personal property of the Grange caused by Tenant or any of Tenant’s guests during Tenant’s use of the Rental Space.** The amount of rental payment tendered by Tenant shall in no way limit the liability of Tenant for damages caused to the Rental Space, Building or Property during the rental. Tenant shall defend, indemnify and hold the Grange harmless from any liability, loss, or damage arising from Tenant’s use of the Rental Space, Building, Property or any Grange personal property or facilities located therein or thereon. The Grange is a private, non-profit organization, and reserves the right to rent, or decline to rent, its Building and/or Property to any individual and/or organization, to offer or deny discounts to select and/or affiliated individuals and/or organizations, and to donate the use of its Building and/or Property to charities or organizations, as it sees fit in its sole and absolute discretion.
- E. **Payment of Rental Fees:**
 - 1. The amount charged for the rental is based on the Rental Space and applicable fees (as may be amended from time to time). Amount per meeting day: \$40.00
 - 2. Grange reserves the right to refuse use and/or rental of the Building and full amount of the rental fee, including if Tenant tenders a check that is returned for insufficient funds. If Tenant fails to timely pay the full amount at end of that day, the Grange shall have the right to rent the Rental Space to another party without any further notice to Tenant.
 - 3. All Rental fees will be deposited into the lockbox, located at back of kitchen on cabinet. CHECKOUT LIST:
 _____ Key must be returned to outside kitchen door lockbox.
 _____ all doors locked and closed properly behind you.

- F. The terms of this Agreement shall supersede any oral representations or alterations to this agreement. Any changes to this Agreement shall be made in writing and signed by both the Tenant and a person authorized by the Grange to approve the change.
- G. This Agreement shall be made pursuant to, and shall be governed by, and construed in accordance. The parties hereby, by affixing their respective signatures below, each consent to the personal jurisdiction of the courts of the state of California. In the event that one or more of the provisions of this Agreement or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- L. **By signing this Agreement, Tenant certifies that he/she has read, understands, and agrees to abide and be bound by the terms and conditions listed herein and in the "Rules of Use".**

Signed and agreed to by:

Grange member (signature)

Tenant (signature)

Grange member (print name)

Tenant (print name)

Date

Date

Rules of Use of Grange Property

1. All persons using the Grange Hall shall comply with all applicable federal, state, and local laws. **Children must be supervised** by an adult (over the age of 18) at all times. Persons using the Grange Hall and their guests **are expected to stay on Grange property and respect the rights of Grange's neighbors. YOU ARE RESPONSIBLE FOR YOUR GUESTS' BEHAVIOR.**
2. **No smoking** is permitted in the Grange Hall. Please use provided outdoor receptacle to dispose of smoking waste. No use of candles, incense, or open flame (other than candles on a cake) is permitted in the Grange Hall.
3. ACCESS TO ALL EXITS SHALL REMAIN UNOBSTRUCTED AT ALL TIMES. TOTAL PERMITTED OCCUPANCY OF BUILDING IS _____ PEOPLE MAXIMUM.
4. **NO LOUD NOISE OR MUSIC** IS PERMITTED AFTER 9:00 P.M. SUNDAY THROUGH THURSDAY, OR **AFTER 10:00 P.M. ON FRIDAY AND SATURDAY.**
5. **Any other furniture moved** during the use of the Grange Hall shall be returned to its original location unless prior approval has been obtained from the Grange. Please use care to avoid scratching floors, walls and other surfaces when moving furniture. **No items hanging on the walls shall be moved.** No property or Grange memorabilia shall be removed from the Grange Hall.
6. Persons using the Grange Hall are **prohibited from using tape, tacks, nails or staples on the walls to hang** decorations. Tape and tacks may be used to hang decorations from the wood trim, poles and ceiling only. **NO BALLOONS WITH STRINGS WHILE THE CEILING FANS ARE ON.**
7. Persons renting and/or using the Grange Hall shall provide general **clean up** as needed at the conclusion of the use **inside and outside** building. Vacuum, mops, brooms, and other cleaning supplies are located: _____ Persons using the Grange Hall **shall supply their own trash bags and are responsible for removing and disposing of all trash they produce.** Persons using the kitchen facilities shall not leave any items in the refrigerator and shall wash and clean all appliances, pots, pans, cooking utensils, countertops, etc., and leave the kitchen area in clean and broom swept condition. Prior to leaving the Grange Hall at the conclusion of use, **all appliances and lights shall be turned off. The gas on the kitchen stove must be turned off. In addition, all windows and doors shall be secured. If applicable, the heat shall be turned down to the specified temperature.**