

**SHORT TERM 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 identified below (“**Rental Space**”) of 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 by no later than ten (10) business days prior to the requested rental date.
- 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 hereto as Schedule A. 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. No person(s) are permitted at any time to access or enter other areas of the Building. 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 any security deposit or 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.
- E. 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.
- F. **Payment of Rental Fees and Security Deposit:**
  - 1. The amount charged for the rental is based on the Rental Space and applicable fees (as may be amended from time to time) identified below in Paragraph G.
  - 2. **For the rental of any part of the Building, a security deposit in cash or a check payable to “ \_\_\_\_\_ Banner Grange #627”, together with a stamped envelope addressed to the Tenant, must be delivered to the Grange by no later than ten (10) business days prior to the rental date.**

3. **Payment by check or cash of the full amount of the rental fee must be received by the Grange by no later than 5 business days prior to the rental date.**
4. Grange reserves the right to refuse use and/or rental of the Building if Tenant fails to timely pay the Security Deposit 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 of the Security Deposit and rental fee, the Grange shall have the right to rent the Rental Space to another party without any further notice to Tenant.
5. On or promptly after the rental date, a Grange member will inspect the Rental Space, Building and Property. If the Grange determines, in its sole and absolute discretion, that there has been no damage to the Rental Space, Building and Property, that the Rental Space, Building and Property are in as good a condition as prior to the rental, and there has been no violation of the Rules of Use, the Security Deposit shall be returned to the Tenant within thirty (30) days of the rental date. **If the Grange determines, in its sole and absolute discretion, that any of the Rental Space, Building and Property has been damaged or is not in as good a condition after the rental as it was prior to the rental, or if there are any missing fixtures or items of personal property, or if the Tenant or one of its guests failed to comply with the Rules of Use, the Grange shall so notify the Tenant in writing, retain the security deposit in full and apply the Security Deposit toward the Grange's reasonable costs of repair or replacement, as the case may be, or payment of any applicable fine. If the Security Deposit is insufficient to cover the aforesaid costs, the Grange reserves all rights to pursue the Tenant, together with any other responsible party, for the full value of the costs of repair and/or replacement, as the case may be, and associated fees and expenses, including reasonable attorney's fees and costs of suit, to make the Grange whole for all losses incurred.**

G. **Identification of Rental Space and Rental Fee:** By and subject to the terms of this Agreement, the Grange agrees to rent and permit use by Tenant of the Rental Space as identified and indicated below:

1. The date of rental shall be: \_\_\_\_\_ until 11 p.m.

for the purpose of \_\_\_\_\_.

2. Tenant is renting use of the following property indicated (please circle)(collectively, the "Rental Space") and shall pay the fees listed:

<u>Building area:</u>	<u>Fee:</u>
a. Small room (dining room/kitchen)	\$ _____ deposit + \$ _____ rental =\$ _____
b. Large Room	\$ _____ deposit + \$ _____ rental =\$ _____

**\*Deposit will be returned if all is clean, no problems, and NO alcohol. IF it is found that there was alcohol on premises, the deposit will be retained (See F5 above).**

H. **Cancellation Policy:** Either Grange or Tenant may cancel this Agreement **upon notice no less than seven (7) calendar days prior to the rental date without penalty.** If the Grange receives notice from Tenant that it desires to cancel this Agreement seven (7) or more calendar days before the agreed rental date, the Grange reserves the right to return in full any security deposit or rental payment Tenant tendered under this Agreement. If Grange receives notice less than seven (7) business days prior to the agreed rental date of Tenant's desire to cancel this Agreement, the Grange reserves the right to retain the Security Deposit and any rental payment Tenant tendered under this Agreement.

I. 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.

J. This Agreement shall be made pursuant to, and shall be governed by, and construed in accordance with the laws of the state of California. 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

**Tenant acknowledges receipt of the "Rules of Use" (Schedule A, Page 4 of this Agreement).**

Signature or Initials of Tenant: \_\_\_\_\_

Signature or Initials of Grange member: \_\_\_\_\_

TOTAL OCCUPANCY OF BUILDING IS    People MAXIMUM.

**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. **ALCOHOL USAGE:**  
Renter shall be responsible for all liability occurring or resulting from the consumption of any alcoholic beverages in the Banner Grange Hall or on its premises during the rental. **Renters Initials:** \_\_\_\_\_  
  - a. Alcohol **will not** be served during this function.  
**Note:** If it is determined that alcohol was consumed on the premises or adjacent properties, the security deposit will be forfeited. **Renters Initials:** \_\_\_\_\_
  - b. Alcohol **WILL BE** served during this function. **Renters Initials:** \_\_\_\_\_
  - c. Alcohol **will be sold** at this event. Type(s) of alcohol: \_\_\_\_\_  
A copy of the Alcohol Beverage Control (ABC) license must be provided to the Owner before the event and must be posted on the Hall Bulletin during the event. Failure to do so will negate the Renter's ability to serve alcohol. All local and State laws of distribution and consumption of alcohol must be observed by Renter and guests. Renter assumes all responsibility for alcohol served and for monitoring guests for its legal and responsible use. Failure to do so will result in forfeiture of the security deposit. **Renters Initials:** \_\_\_\_\_
3. **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.
4. ACCESS TO ALL EXITS SHALL REMAIN UNOBSTRUCTED AT ALL TIMES. TOTAL PERMITTED OCCUPANCY OF BUILDING IS \_\_\_\_\_ PEOPLE MAXIMUM.
5. **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.**
6. **All activities shall conclude by 11:00 p.m.,** or such other time as directed by the Grange, or as required by local ordinance. **All persons shall vacate the premises by no later than 11:00 PM.**
7. **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.

8. 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.**
  
9. 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 heater closet in the hallway to the restrooms. 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.**
  
10. Parking is available in the lot adjacent to the Grange Building. Anyone who parks in any other area must obtain the approval of the respective owner of that property. During winter, persons using the Grange Hall should exercise caution when walking and parking in the parking lot next to the Building because snow and/or ice may fall from the Grange Hall roof and/or accumulate in the parking areas, walkways, steps and porch.
  
11. If there are any problems, questions, complaints, or emergencies concerning the rental or use of the Grange Hall or Property, please contact one of the following Grange members:

Name:

Phone Number:

Email:

To receive your deposit back, the Rules of Use listed in your contract must be followed. Breaking of any of the rules may result in some or all of your deposit kept by the Grange. **No deposit will be returned if any disturbances are reported.** The Grange Rental Coordinator will complete an inspection the morning following your rental. If all is satisfactory, in the sole discretion of the coordinator, your deposit in the form of a check will be mailed to you using the address on the front of the contract within the week.

CHECKOUT LIST:

- \_\_\_ Noise was turned down by 10pm. All guests have vacated and activity is over by 11pm.
- \_\_\_ All trash is picked up (inside AND OUTSIDE the building) and removed.
- \_\_\_ All of Tenant's property (decorations, food items, refrigerated items, etc.) is removed.
- \_\_\_ All surfaces (ex: tables, kitchen counters) are wiped clean.
- \_\_\_ All floors are cleaned by vacuum or mop, with special attention and care taken to any spills. Mops and vacuums are located in the downstairs hall closet/heater room or upstairs kitchenette.
- \_\_\_ All appliances are shut off, including fans, coffee pots, stove, etc.
- \_\_\_ All windows are closed and/or heat turned down as instructed on both floors.
- \_\_\_ All lights turned off.
- \_\_\_ Key left on kitchen counter by door.
- \_\_\_ All doors locked and closed properly behind you.

If you have any problems with the building, please call one of the phone numbers listed on your contract. A Grange member may come by during your activity and around 11pm.

**YOU ARE RESPONSIBLE FOR YOUR GUESTS!**