

**BEAVERCREEK GRANGE HALL USE & HOLD HARMLESS AGREEMENT
TERMS AND CONDITIONS**

**READ THE FOLLOWING TERMS AND CONDITIONS,
THEN INITIAL THE CORRESPONDING LINE TO INDICATE YOUR AGREEMENT:**

#1. INITIAL ONLY ONE:

Yes _____ NO ALCOHOLIC BEVERAGES WILL BE SERVED OR ALLOWED ON THE PREMISES. Any appointed Grange Representative may, at any time, inspect the Premises and if any alcoholic beverage or other intoxicating or controlled substance is evident, the Grange Representative shall reserve the exclusive right to immediately stop any activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited. OR:

YES _____ ALCOHOLIC BEVERAGES WILL BE ALLOWED ON THE PREMISES AS FOLLOWS: Alcoholic beverages may be sold or served as part of User's intended use of the Premises provided that (a) User complies with the laws and regulations of the Oregon Liquor Control Commission and applicable local county or city governments regulating the sale or serving of alcoholic beverages and obtains all required sale and serving licenses, or assures that all required licenses are obtained by third parties hired to serve or sell alcoholic beverages, prior to taking occupancy of the Premises; and (b) in addition to the insurance requirements set forth in paragraph 13 below, User will provide proof of host liquor liability coverage in an amount no less than \$1,000,000 naming Owner and the Oregon State Grange as additional insureds. User will provide proof of such insurance, and proof that the required OLCC licenses have been obtained, prior to taking occupancy of the Premises. Any appointed Representative of the Grange may, at any time, inspect the Premises and, if any alcoholic beverage or other intoxicating or controlled substance is being sold or served in violation of this paragraph, the Grange Representative shall have the right to immediately stop any activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

#2. Yes NO SMOKING is allowed in any area of the Premises.

#3. Yes The User shall be responsible for conduct, shall maintain order throughout the Use period and shall not engage in any conduct, or 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. User will not allow exhibitionism, indecent, or offensive acts contrary to good standards of moral conduct by anyone associated with the User. These covenants and restrictions apply to parking areas and any persons using a public right of way if they are attending a function at the Grange hall. It is further agreed that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall have the right to immediately stop any unpermitted activity and close the hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

#4. Yes The User shall comply with all federal, state and local laws, codes, regulations, and ordinances applicable to the use of the Premises (including but not limited to any noise or nuisance ordinance, occupancy limitations, civil rights statutes and County Health Department requirements on food serving or sales), shall acquire any license or permit required for User's use, shall not apply any pesticides while using the Premises, and shall be responsible for and pay any taxes and assessments due as a result of this agreement.

#5. Yes The User shall **indemnify, defend, and hold harmless** the Grange, its officers, agents, representatives, and employees from all damages, claims, suits, actions, or demands of any nature arising out of the use of, or the inability to use, the Owner's property, to the extent caused by, or arising from the use of the Premises by the User, its officers, contractors, agents, representatives, employees, invitees, heirs or assigns.

#6. Yes The User shall **not interfere** with the business of the Owner/Grange or any other user of the Grange property.

#7. Yes The User shall **not hinder** any foot or vehicular traffic to, from or on the Premises nor block any fire exits or lanes.

#8. Yes The User shall **not assign or sublet** any part of the Premises.

#9. Yes The User shall maintain the Premises in the **same condition** as existed at the commencement of this agreement and shall not alter, add or make improvements to or upon the Premises without the written consent of Owner. Upon expiration of this agreement, the Premises shall be returned to the Owner in condition as existed at the commencement of Use. All personal property of the User shall be removed prior to the expiration of this agreement and the Owner or its representative may dispose of all remaining property. The User shall be liable to the Owner for the cost of such removal (at a minimum rate of \$20 per hr.). The Owner shall apply the security deposit up to the amount of such costs. If the costs exceed the amount of the deposit, the User shall pay to the Owner, promptly on demand, the amount of such costs in excess of the deposit. Cleaning fees may be assessed in the same manner for not returning the facility to preuse condition (at a minimum rate of \$20 per hr.) There will be a \$50.00 per day [or any portion thereof] non-refundable fee if the Premises have not been vacated by the agreed time.

#10. Yes If use of the Grange hall and/or Premises results in damage to Grange property, including but not limited to floor damage (such as gum, spills, scratches or markings from moving equipment etc.), or any of Grange property, the User shall be liable to the Owner for the amount of such damage. The Owner shall apply the security deposit up to the amount of such damage. If the amount of such damage exceeds the amount of such deposit, the User shall pay to the Owner, promptly on demand, the amount of such damage in excess of the deposit. Owner shall promptly return all deposits to the User that is in excess of the damages incurred.

#11. Yes The User shall be responsible for securing all avenues of access to and from the Grange hall in order to provide for the safety and security of the Grange facilities and Grange personal property when a representative of the User is not physically present on the Premises.

#12. Yes The User agrees that all rooms not agreed to for User occupation on page one of this agreement shall be not entered by anyone for any reason except when the safety and/or security of the facility may be at risk. If an occupant of the building hears, sees or notices something abnormal, the User shall immediately notify a Grange Representative; in the event of an emergency User will telephone 911 to summon the appropriate authorities.

#13. CHECK ONLY ONE:

User is an entity or involves a higher risk activity (Scout Troop; Religious Group; School; Farmer's Market; Craft's Fair or especially any event with alcohol) Yes _____ The User shall obtain, at User's expense, and keep in effect during the term of this agreement, a commercial general liability insurance policy covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) with a general aggregate limit of at least Two Million Dollars (\$2,000,000). The required insurance shall include contractual liability coverage for any indemnity obligation of the User in this agreement. The Owner may require higher amounts or additional types of insurance coverage after considering the type of exposure associated with the User's anticipated or actual use. Prior to taking possession, the User shall furnish a Certificate of Insurance naming the Owner as an additional insured. The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause.

Note: Event insurance is available at reasonable cost from various vendors, such as may be found at www.eventinsurancenow.com. The Owner makes no representation or warranty regarding such insurance products.

Yes _____ Evidence of insurance in the required amounts and an endorsement naming the Owner as an additional insured has been provided.

User's Agent Name _____ Ph# _____

ALTERNATE: User is an individual for low-risk, not-for-profit activity (Small group singing practice; Bunco group; funeral reception serving no alcohol; etc.)

Yes _____ The User is an individual and carries homeowner's property and liability insurance on the User's home. The User shall obtain, at the User's expense, a Certificate of Insurance naming the Owner as an additional insured for liability coverage in the amount of \$1,000,000. The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause.

Yes _____ Evidence of insurance in the required amounts and an endorsement naming the Owner as an additional insured has been provided.

User's Agent Name _____ Ph# _____

#14. Yes User shall empty waste receptacles, remove and properly dispose of all trash, garbage, and other items brought to the Premises during the term of this agreement.

#15. Yes User shall not affix banners, signs or other items to ceilings, walls, doors, floors, or furniture in a way that will cause damage. Such items can be free standing on easels, tables or chairs.

#16. Yes **User shall limit amplified MUSIC AND/OR NOISE to a maximum noise level at the Grange's property line as to be comparable to "average conversation at three feet" which is approximately equivalent to 65 dB spl. In general, after 9:00 pm noise must be reduced to a level low enough so as not to disturb the residential neighbors around the Grange Hall. Violation of this requirement may result in forfeiture of the cleaning and security deposit and/or early termination of the event in progress.**

#17. Yes In the event of any default under this Agreement, the prevailing party shall pay the other party's costs and reasonable attorney fees for collection incurred at any time before or after any action is filed or at trial, on appeal or any petition for review.

#18. Yes Other **additions and or exceptions** to this agreement:

The User shall indemnify, defend, and hold harmless the Grange, its officers, agents, representatives, and employees from all damages, claims, suits, actions, or demands of any nature resulting from the use of the grange hall for any event with a gathering of individuals during the Covid-19 Pandemic or any other health circumstance. The User is responsible to be sure social distancing and all other safety parameters are being met including maximum attendance and sanitizing all surfaces as needed.

#19. Yes User has examined the Grange facility and premises and is satisfied with the conditions thereof and relies completely upon such examination, and not on any representation or promise of Owner or any other persons, in using this facility.

#20. Yes This instrument contains the entire agreement and understanding between parties relating to User's use of the Grange Hall and Premises. No modifications or claimed waiver shall be binding upon either party unless in writing made after the date hereof, making specific reference to this agreement and signed by both Owner and User.

DATE _____ TIME _____

Signature of User

GRANGE REPRESENTATIVE: Pam Furlan, authorized to sign for and on behalf of the Grange.
Print Name

DATE _____ (503) 320-2245 jtspamtoo@gmail.com
Signature of Grange Representative

Physical address for insurance purposes:
Beavercreek Grange #276 and
Oregon State Grange
22041 S. Kamrath Rd
Oregon City, OR 97045

Mailing address:
Beavercreek Grange
Pam Furlan
8502 S. Oster Rd
Woodburn OR 97071