

**SILVERTON GRANGE #748 HALL
USE AND HOLD HARMLESS AGREEMENT
FOR MEMBERS**

Rental agreement made on _____ between Silverton Grange #748 (the Owner) and _____ (Renter), for the rental of the Grange Hall located at 201 N Division St, Silverton, OR 97381 for the period commencing on _____ (date) at _____ (time) and ending _____ (date) at _____ (time)

The parties agree as follows:

1. The rental fee shall be as indicated below and includes the use of the entire Hall with the exception of the lobby area. Rental time shall include time for setup and cleanup.

First Hour	Additional Hours	Half Day	Full Day
\$30	\$15	\$75	\$120

2. The Grange Hall shall be used solely for the purpose of Renter shall not use, or allow use of, the Grange Hall or its premises for any other purpose or in violation of any law, ordinance, or government regulation, or any purpose that is in any way hazardous to the Grange Hall or unsafe to any person.
3. The Renter will provide liability insurance of at least \$1,000,000 for the duration of the rental period and any setup or teardown time. Renter shall furnish a statement of insurance from their agent.
4. Payment by Renter is due upon execution of this agreement. Renter shall also pay a \$250.00 damage, cleaning and security deposit subject to refund or retention by the Owner as provided below. Rent and Deposit must be deposited into Grange accounts 10 days prior to event, deposit refund (less any amount held, if applicable) will be mailed to Renter within 10 days following event.
5. Alcoholic beverages may be sold or served as part of Renter's intended use of the Premises provided that (a) Renter complies with the laws and regulations of the Oregon Liquor Control Commission, Marion County and Silverton 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 Grange Hall; and (b) in addition to the insurance requirements set forth in paragraph 3, Renter will provide proof of host liquor liability coverage in an amount no less than \$1,000,000 naming Owner as additional insured. Renter 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 Renter will be immediately forfeited.
6. There is No Smoking in or near the Grange Hall. Renter will provide and remove proper cigarette or ash containers.
7. Renter agrees to remove all garbage generated by their use from the Premises.
8. Renters will park only on the paved parking lot. Renter will instruct their guests that the maximum speed on Division Street is 10 MPH.

9. Renter shall secure from public agencies having jurisdiction, any license or permit required for any activity or purpose for which the Grange Hall or its premises are used which may cause harm, injury, or damages to persons or property.
10. Renter shall limit amplified music and/or noise to a maximum noise level at the Grange's property line of 65 dBA, which is as loud as average conversation at 3 feet.
11. Grange property may not be removed. All pictures must remain on the walls. All decorations must be attached using a method that leaves no marks or holes. ALL decorations, including tape, must be removed during cleaning.
12. Renter will ensure that all doors will remain closed when the furnace is on and running.
13. Renter shall maintain the Premises in the same condition as existed at the commencement of this agreement and shall not alter, add or make changes to or upon the Premises. The Owner shall apply deposit to the cost of cleaning and returning the Grange Hall and Grounds to pre-rental condition. Fees will be assessed at \$20.00 per hour with a minimum of 1 hour (\$20.00) for any work needed to clean, rearrange, etc. If damage exceeds the amount of the deposit, the Renter shall promptly pay the excess amount of damage upon demand of the Owner.
14. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court shall adjudge reasonable attorney fees at trial, on petition and on appeal.
15. The Renter shall defend, indemnify and hold the Owner harmless with respect to any and all claims and demands, which arise at any time out of the use of the Grange Hall by the Renter, its employees, agents, guests and invitees.
16. Grange Representatives may be on the Premises at any time during the rental period.
17. Additions and exceptions to this contract are:

18. This contains the entire agreement and understanding between the parties relating to the Grange Hall and its premises. No modification or claimed waiver shall be binding upon any parties unless in writing made after the date hereof making specific reference to this agreement and signed by the Grange and the Renter. If the Renter is an organization or company, the said organization or company authorizes the Renter's signature below.
19. Make all checks payable to SILVERTON GRANGE #748.

Grange Member's Signature

Renter's Signature

Grange Member's Title

Renter's Printed Name

Address: Silverton Grange #748

Address:

PO Box 1115

Silverton, OR 97381

Phone Number

Phone Number