

**On-going Class Agreement for use of the
Nevada City I.O.O.F. Dance Hall
212 Spring Street, Nevada City, CA 95959**

Date _____ Effective Date _____

Name of Responsible Party _____

*This party supplies insurance per below and is the liaison with the rental agent.

Organization _____

Address: _____

Phone _____ e-mail _____

Name/contact info for Additional Contacts _____

Day(s) of Use _____ Times of Use _____

Lessee has 15 minutes before and after class hours above for load-in and load-out.

*The rental agent or any designated person from Oustomah # 16 may observe classes to determine that the rules and guidelines are being observed.

Purpose of Use _____

Approximate Number of People Expected to Attend _____

Rent per Session is _____ to be paid by the 1st of each month, in advance, by check, money order, Paypal, or Venmo at oustomahtreasurer@gmail.com. Check or Money Order payable to Oustomah Lodge #16, mailed to PO Box 428, Nevada City, CA 95959.

Tenant (responsible party above) shall provide a certificate of General Liability insurance in the amount of \$1 million, naming Oustomah Lodge #16 as an additional insured.

Name of Carrier _____ Policy Number _____

This agreement may be canceled by either party with 30 days notice. There are no penalties for cancellation.

Oustomah # 16 reserves the right to pre-empt up to four classes per year beginning January 1 of each year and will give 45 days notice of any pre-emption. Building closure for emergency repairs or other timely repairs does not count as a pre-emption.

Rental Committee Contact: _____

The preceding contract and the attached Rules and Guidelines constitute the entire agreement between the parties.

Signature of Responsible party _____ Date _____

Signature of Rental agent _____ Date _____

Signature of Treasurer _____ Date _____

Signature of 2nd Lodge Officer _____ Date _____

**RULES AND GUIDELINES FOR THE RENTAL OF
THE ODD FELLOWS RECREATION HALL FOR EVENTS AND ON-GOING CLASSES**

- 1 _____ Alcohol:** Renters may serve alcohol only if it is without cost to the consumer. The Nevada City Odd Fellows reserves the right to conduct all alcohol sales.
- 2 _____ Applications:** All rental applications must include the rental fees and cleaning and key deposits. Checks, money orders or Paypal are to be made payable to Oustomah Lodge #16, I.O.O.F. (no cash or credit cards). Your reservation is not secured until the rental contract is signed by all parties including the rental agent for the Odd Fellows, approved by the Lodge rental committee and the signed contract and fees are received by the Treasurer.
- 3 _____ Attorney Fees:** In any legal action brought by either party to enforce the terms hereof or relating to all the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action.
- 4 _____ Cancellations:** Cancellations for events made at least 30 days in advance of the event will receive a full refund of the rental fees; cancellations more than 14, but less than 30 days in advance will receive a 50% refund of the rental fees; otherwise there will be no refund. Key and cleaning deposits will be returned. Cancellations must be made in writing to Oustomah Lodge #16, P.O. Box 428, Nevada City, CA 95945, Attn: Rental Agent. Or by email to Rental Agent (see contact info on *Agreement*)
- 5 _____ Capacity:** The number of persons in the facility shall not exceed the number that is posted designating occupant load. Occupant levels are 228 for the dance hall.
- 6 _____ Check out:** Turn the heat to 58 degrees during cold weather and air conditioning to 80 degrees during warm weather. Turn all lights off. Make sure all doors are locked.
- 7 _____ Children at the Hall:** Children play a big part in the activities at the Odd Fellows hall, and if your event involves children under the age of 18, they must have adult supervision at all times.
- 8 _____ Clean-up:** Remove all garbage/recyclables from the building as well as the outside, 20 feet in all directions from the entry doors. Put all chairs and tables back along the side of the stage. Sweep and use Dawn solution and micro-fiber mop. Clean the kitchen and bathrooms. Brooms, mops, dust pans, and other cleaning tools and supplies can be found in the Utility Room.
- 9 _____ Dance wax,** cornstarch, birdseed, confetti, glitter, rice, straw, sand, bubbles, fog, smoke, and similar materials are not allowed. If used, damage fees may be charged.

- 10 _____ Decorations:** Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls unless adhered to with blue painter's tape. No staples, tacks, nails, or pins.
- 11 _____ Flammables:** No open flame devices, including candles, are to be used at any time. Sterno™ is allowed when used for catering.
- 12 _____ Floor care:** Move all equipment, chairs, tables, benches etc by carrying. Never drag across the floor. Renters will be charged for any repairs to a damaged floor. Benches may not be moved from their location along the walls without permission of the rental committee.
- 13 _____ Hours:** Events may take place from 8:00 am to 12:00 midnight. Ongoing classes have 15 mins before and after class hours for load-in/load-out. Events later than 12pm will be considered on a case-by-case basis.
- 14 _____ Indemnification:** Neither Oustomah Lodge #16 IOOF nor any of its Agents or Members shall be liable for any damage or injury to any *Renter*, or to any other person(s), or to any property occurring on the premises or any part thereof, or in common areas thereof unless such damage is the proximate result of the negligence or unlawful act of Oustomah Lodge #16 IOOF, its Agents or Members. Renter agrees to hold Oustomah Lodge #16 IOOF, its Agents, and Members harmless from any claims for damages no matter how caused.
- 15 _____ Insurance:** Every renter must provide proof of insurance, a standard \$1,000,000 liability policy naming Oustomah Lodge #16 as an additional insured. It must be received 30 days before your event.
- 16 _____ Noise consideration:** The Odd Fellow's hall is located near hotels, apartments, and houses; therefore reasonable consideration is necessary concerning the volume of amplified music as well as attendees making noise outside the building. If the Police are called and the tenant does not comply with the Officers orders and a citation is issued your deposits will not be refunded; any fines issued to the Lodge shall be paid by the tenant.
- 17 _____ Permits:** A Seller's Permit may be required when a commodity is sold to the public.
- 18 _____ Personal Property Events:** Applicant may not store items in the Hall before the event. Items left for more than 14 days after an event will be considered abandoned and shall become the sole property of the Lodge, which will be free to dispose of any such items as it sees fit.
- 21 _____ Personal Property On-Going Classes:** Applicant may not store items in the Hall.
- 22 _____ Personal Responsibility and Liability:** The applicant (the responsible person) assumes all responsibility for the conduct of the group using the facility and shall be held liable for any damages that occur during the period of use and will be billed for any damage repairs. Renter shall comply with all government statutes.
- 23 _____ Pets:** Pets are not allowed in the hall.

24 _____ Power Failures: There is a possibility of power outages during rental events. The Lodge is not responsible or liable for power outages.

25 _____ Safety: I certify that I have seen and read the posted safety instructions, including directions for the use of fire extinguishers, and evacuation of the hall in an emergency.

26 _____ Smoking: Smoking, including e-cigarettes, is not allowed anywhere inside the building, and smoking outside the building is prohibited by city ordinance in the Historic District. If there is evidence of smoking in the building your deposits will not be refunded.

27 _____ Use of the Kitchen area: The kitchen is for heating & serving food, and clean up only. The kitchen is not for actual food preparation. We are not licensed as a commercial kitchen.

The undersigned agree to these Rules and Guidelines and the attached Event or On-Going Agreement.

Signature of Responsible party _____ Date _____

Signature of Rental agent _____ Date _____

Signature of Treasurer _____ Date _____

Signature of 2nd Lodge Officer _____ Date _____

Approved by Oustomah Lodge #16 on _____