

BARLOW GATE GRANGE #157

USE & HOLD HARMLESS AGREEMENT

Rental agreement dated _____, 20____ between the **Barlow Gate Grange #157** (Owner) and _____ (Renter).

THE PARTIES AGREE:

- (1) **Rental of the Barlow Gate Grange Hall:** The Owner hereby agrees to rent to the Renter; Renter rents from the Owner: The Barlow Gate Grange Hall, located at 56960 Wamic Market Road, Wamic, Oregon in Wasco County, State of Oregon for the period starting at _____AM/PM on _____, 20 ____ and ending at _____AM/PM on _____, 20 ____, known as the *Custody Period*.
- (2) **Purpose of Agreement:** The Barlow Gate Grange Hall shall be used by the Renter solely for the purpose of _____ and the Renter shall not allow use of the Grange in any manner hazardous or unsafe to any inhabitants, Renters or the Barlow Gate Grange.
- (3) **Payment to Owner by Renter:** Upon signing this Agreement, the Renter shall pay \$_____.00 to the Owner for rent AND \$ 250.00 as a Damage/Security deposit provided the Renter can show Proof of Liability Insurance for the custody period. If insurance has not been obtained, the Damage/Security deposit shall be \$1,000.00. This deposit shall be *refundable* upon termination of this agreement provided the Barlow Gate Grange Hall has been returned to its pre-rental condition.
- (4) **Use of Alcohol and Smoking is Prohibited:** *Alcohol and smoking are not allowed on Barlow Gate Grange property or inside any building or structure* of the Barlow Gate Grange. Any use of alcohol or smoking will result in the forfeiture of the damage/security deposit.
- (5) **Hall Condition:** By signing this Agreement, the Renter acknowledges he/she has examined the Grange Hall and Property and is satisfied with the condition thereof and relies completely

upon such examination, and not upon any repetition or promise of the Owner or other person in renting the Grange Hall.

A list of damages observed during the pre-rental examination of both the Grange Hall and Property shall be written under the section ***Damages Observed*** on page three (3) of this agreement and initialed by both the representative of the Owner and the Renter.

- (6) **Renter Responsibility and Conduct:** Renter ***shall*** maintain control of guests and not allow any members or non-members of their party to conduct any activities that could harm or damage the Grange Hall, its property, persons or holdings. The Renter ***shall be liable*** for any necessary insurance to protect persons or the property of the Barlow Gate Grange and show proof of insurance to the representative of the Barlow Gate Grange. The Renter agrees to defend, indemnify, and hold the Owner harmless with respect to any and all claims and demands which may arise at any time out of the use of the Grange Hall.
- (7) **Damages:** Should the use of the Grange Hall by the Renter result in damage to the Grange Hall property or any contents therein the Renter ***must reimburse*** the Barlow Gate Grange for the amount of such damage. The Owner shall apply the Renter's Damage/Security deposit to cover these damages. Should damage exceed the Damage/Security deposit, the additional costs ***will be paid*** by the Renter. If the damage does not exceed the Damage/Security deposit, the remaining funds shall be returned to the Renter.
- (8) **License and Permits:** The Renter shall be responsible for obtaining or securing any license, permit (such as food handler permits or a fire permit) or approval for any activity conducted in the Barlow Gate Grange building or on the property of the Barlow Gate Grange during the custody period.
- (9) **Clean up:** Upon termination of the Renter's function, the Renter shall wash and put away all dishes and cooking utensils that have been used; sweep and mop all floors (see the attached Addendum outlining cleaning instructions); clean all grills (according to the instructions); bag and dispose of all garbage and remove from the Grange Hall; return all chairs to the chair carts and wheel into the trailer ***unless directed otherwise by the Owner's representative***; and fold and carry all tables to the stage, ***unless directed otherwise by the Owner's representative***. If the Renter elects not to return the Grange Hall to pre-rental condition, the Owner shall deduct the cost required to complete this task from the Damage/Security deposit based upon prevailing hourly wage and the time needed to return the Grange Hall to pre-rental condition.
- (10) **Agreement Modification:** This document represents the entire agreement and understanding between the Renter and the Owner pertaining to the Barlow Gate Grange and

its property. No modification or claimed waiver shall be binding upon any of the parties unless in writing and listed under the section entitled "Modifications" and initialed by both the Renter and the Owner at the time this agreement is executed and fees have been paid.

- (11) **Return of the Barlow Gate Grange Hall and Property:** Upon the completion of this agreement, the Renter shall return the Barlow Gate Grange Hall and property to the Owner in the same or better condition than at the commencement of this agreement.
- (12) **Use of the Reader Board:** The Reader Board announcing an event may be used two weeks prior to the scheduled event, ***but must*** be cleared upon the completion of this agreement.

Signed:

_____ **Date:** _____
Representative of the Barlow Gate Grange (Owner)

_____ **Date:** _____
Representative of the Renter (Renter)

_____ **Phone NO.:** _____
Renter's Mailing Address

City State Zip + 4

MODIFICATIONS:

DAMAGES OBSERVED:

ADDENDUM

MAIN HALL FLOOR CARE: Entire floor is to be “dry mopped”. If spills have occurred, the floor must be cleaned with clear water. *The use of chemicals is prohibited.*

Failure to comply on behalf of the RENTER will result in forfeiture of the Damage/Security deposit.

DINING ROOM AND KITCHEN FLOOR CARE: Floor should be swept then mopped with clear water.

HANDICAP RESTROOM FLOOR CARE: Floor should be swept then mopped with the *ZEP Floor Cleaner*, provided by the OWNER, according to the manufacturer’s directions.

GRILL CLEANING: The following method is the procedure used by the Barlow Gate Grange to clean the grills.

1. Cool the grill just enough to work it. Grills may be cooled with ice. If Orange Juice has been served, both the orange juice and ice may be used, however, the grills will need to be worked immediately to prevent the sugar in the juice from making a very sticky mess!
2. Leftover coffee can assist in removing the cooked-on grease. Scrub the grills with screens placed over the green Teflon scratch pads and coffee.
3. Remove the screens and continue to scrub with just the green Teflon pad. As the grease is removed and the grill begins to look clean, scrub again with more coffee and an old rag.

4. Season the grill with oil by scrubbing again with an old rag. Finish by working a small amount of oil into the surface. Cover lightly with paper towels.

Remember to clean all surfaces including the drip pans and trays surrounding each grill.

KITCHEN CABINETS: Use a *mild* Spic-n-Span solution to remove any food spills.

COOLER: Remove all foods, wipe the interior of the cooler and turn off the power supply located on the upper right side of this unit. Doors are to be left ajar.

FREEZER: Remove all foods, wipe the interior of the freezer and turn the interior power dial to *off*. Leave the door ajar – use of a cloth hand towel is recommended.

MICROWAVE: Remove all food from the microwave and wipe out the interior if it has been used in the preparation of food.

STOVES: Remove all food. Wipe the exterior of the stoves as well as the burner plates. If food has boiled over while using the G.E. gas range, the top will lift for easier clean-up once the burner plates and grates have been removed.

PROPANE FAN: The stainless steel backdrop behind and above the large grill ***must be*** cleaned of all grease and splatters. The shelf above the grill should be cleaned.

As Grangers, we take pride in our building and equipment. We expect our Renters to appreciate the hard work involved in maintaining all equipment that has been provided for their use during the term of this agreement.

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