

MARYSVILLE ELKS LODGE NO.783
920 D STREET
MARYSVILLE, CA 95901
(530) 743-5134

FACILITY RENTAL AND BANQUET AGREEMENT

ACCEPTANCE OF THIS CONTRACT OBLIGATES THE CUSTOMER TO OBSERVE THE FOLLOWING
RULES AND REGULATIONS THAT ARE LISTED BELOW.

1. This agreement will not be valid nor will be executed until signed by both parties.
2. The Buyer/Tenant will be identified in the balance of these terms and conditions as the Renter and the Seller/Landlord will be identified as the Lodge.
3. All terms and conditions of this contract will be observed at all times and will be binding on the buyer.
4. The Lodge will not be responsible or liable for the any loss, theft or damage to the Renter's or the Renter's guest's possessions.
5. The Renter will at all times observe the terms and conditions of this contract and all Lodge rules and all Local, State and Federal regulations.

Deposit/Rental Fees:

1. Refer to The Facility Rental Information Form - Exhibit A, for a full break down of fees.
2. A \$200.00 Non-Refundable reservation deposit will be required when the Renter books a function. Thirty (30) days prior to the date of the function the balance of total estimated costs is to be paid (to include rental fee, deposits and maintenance/cleaning fees). All money paid will be non-refundable if the event is canceled within 14 days of the event date. The Lodge will accept payment by cash, credit card, debt card, check, money order or cashier's check. There will be a \$25.00 service charge for each returned check.
3. Member pricing is for Members and immediate family only and the Member must be present at the event. (Immediate Family refers to the Member's parents/parent's spouse, spouse, domestic partner(s), grandparents, children (by blood/adoption), grandchildren and siblings. There will be no exceptions to this rule.

Alcoholic Beverages:

1. Renter or Renter's guests may NOT bring alcoholic beverages onto the Lodge premises at any time.
2. All guests attending functions must be 21 years of age in order to consume alcoholic beverages on the Lodge premises and must have a valid ID for proof if requested.
3. Any function that includes alcohol will require a valid event liquor permit from the Department of Alcohol Beverage Control. The fee for this permit is \$100.00 and is the responsibility of the Renter.
4. The Lodge will provide bartenders for events that are serving alcohol only. These bartenders will follow all ABC guidelines and have the final say in regards to who is served.
5. Only members with valid membership card will receive member drink pricing. All other sales will be priced at non-member pricing.
6. All services provided by the Lodge hold no specific or implied warranties or guarantees.

Security:

1. Renter is required to contract for licensed/bonded security to monitor the function; if the function exceeds 100 or more people. The number of security personnel required is based on the estimated number of guests at a minimum ratio of 1:100.

2. A copy of the security contract must be provided to the Lodge no later than 7 days prior to the event and will become part of the agreement.
3. The cost of the security is the responsibility of the Renter.
4. The Lodge can recommend qualified security services if needed.

Controlled Substances:

1. Use and/or possession of all controlled substances including marijuana products are unauthorized on these premises.

Under the Federal Controlled Substances Act (CSA) of 1970, marijuana is classified as a Schedule 1 substance. Schedule 1 drugs have a high potential for abuse and dependency, with no recognized medical use or value. Any marijuana possession, cultivation, or use is a federal crime, subjecting a defendant to fines, prison time, or both.

The passage of California Proposition 215 in 1996 legalized medical marijuana under California state law. The passage of California Proposition 64 in 2016 made recreational marijuana legal under California state law. The passage of Proposition 64 allows adults aged 21 years or older to possess and use marijuana for recreational purposes under state law. Smoking is permitted, under California state law, in California private home or at a California business licensed for on-site marijuana consumption. Smoking marijuana remains illegal under state law while driving a vehicle, anywhere smoking tobacco is illegal and in all public places. Both medical and recreational marijuana remain illegal under federal law.

The Elk's Drug Awareness Committee teaches the possession, cultivation or use of marijuana on Elk premises, or in Elk Sponsored events, is wrongful conduct. Given the obvious conflict between federal and state law regarding the cultivation, possession or use of marijuana, and the Elk National policy on drug use, no form of marijuana products may be cultivated, used or possessed on the premises to which this rental agreement applies.

Capacity:

1. Attendance must never exceed the mandated maximum occupancy limit of the area rented.
2. If the renter does not comply with these guidelines the event is subject to immediate closure by the Lodge Staff. No refunds will be made under these circumstances.
3. Maximum Room Capacity limits are as follows:
Lodge Room: Assembly 375, Dining 174
Dining Room: Assembly 97, Dining 60

Set-up / Event Time:

1. Renter agrees that the use of the Lodge facilities is for up to six (6) hours, from the scheduled starting time. Exceptions to this rule would have to be approved by the Lodge, in writing, and be a part of the Agreement.
2. Renter may have access to the room(s) at 8am the day of the function for decorating purposes only.
3. Any additional set-up time must be pre-approved by the Lodge Facility Coordinator and will incur an additional fee of \$50.00 per hour.

Clean-up:

1. Refer to Facility Checklist – Exhibit B, which indicates the areas to be cleaned by the Renter.
2. Clean-up needs to be done in a timely manner once the event ends. If event requires several hours of clean-up Facility Coordinator may schedule additional clean-up the day after event.
3. The Lodge must be left in the conditions it was found.
4. The maintenance/cleaning fee includes for general clean-up, such as restrooms, bar area (if used), main hallways, mopping, etc. and is not intended for removal of Renter's decorations or garbage.

Damages:

1. As the Renter of the Lodge, you are responsible for any damages, loss or theft that may occur to the area/property in which you have rented/occupied.
2. As the Renter you are responsible to pay for these damages (even if they are caused by someone who is attending your event).

Decorations

1. The rules for decorating the rental area and tables are listed below and must be followed at all times.
2. Decorations may not be attached to the building, floors, tables or other Lodge property using nails, staples, tacks, scotch tape, duct tape, masking tape or paint. Many party supply businesses have alternative methods of securing items.
3. Crepe paper may be used for decorating but only with care and attention. When Crepe paper becomes wet, the color in it bleeds and will stain the floor. If this happens, the Buyer will be responsible for the cost of the material and labor to remove the stains.
4. At no time can anything be attached to or cover the Elk Heads, lighting fixtures or the Board of Directors' photos.
5. All decorating material must be removed by the Renter at the conclusion of the event, unless other arrangements have been made. Otherwise, they shall become the property of the Lodge, and will be disposed of as the Lodge sees fit.

Disturbances:

1. If a disturbance occurs during your event and action is taken by a law enforcement agency(ies), the Renter will be charged at the current hourly rate of the agency(ies) and the Renter's event is subject to closure. No refunds will be made.

Fire Marshall Requirements:

1. All fire regulations as prescribed by the State Fire Marshall must be strictly observed.
2. The Fire Marshall has the authority to make a detailed inspection prior to your event opening and has the authority to close the event due to any fire code violation.
4. **All events open to the public** must include a floor plan upon reserving the event, which will be subject to approval by the Fire Marshall. Any changes to the floor plan must be submitted to the Lodge office 30 days prior to event in writing and must be approved by the State Fire Marshall prior to the event.
5. The following rules must be met and hazards corrected before opening to the public.
 - a. Special Event Permits: The Fire Marshall shall be advised of any of the following circumstances at least 15 working/business days prior to your event: (1) Use of tents or other similar fabric enclosures or over-head cover by ten or more persons for any purpose. (2) Demonstration or operation of any heat producing device or sources of ignition, including but not limited to heaters, stoves, barbecues, lanterns, internal combustion engines, candles, torches or any other open flame device.
 - b. BBQ's that are used for an event must not be placed under any porches, eaves or overhangs of the buildings.
 - c. Exiting: Exits, aisles, ramps, corridors and passageways shall not be blocked nor have their required width obstructed in any manner by exhibits, chairs, equipment or anything whatsoever; nor shall they be blocked by persons.
 - d. Exits, exit lights fire alarm sending stations, wet standpipe hose racks and fire extinguisher locations shall not be concealed by pipe & drape, banners, or any decorative material.
 - e. A minimum of 54" inches shall be maintained between all rows of tables. All pipe & drape material must be fire rated. Certificate of fire rating must be provided to the Lodge at least 2 weeks prior to the event for approval by the State Fire Marshal's Office. Pipe & drape must be located a minimum of 36" inches away from all electrical breaker boxes.

Insurance:

- 1. Renters are be required to provide evidence of insurance protecting the legal liability of the Marysville Elks Lodge #783, Elks Grand Lodge, Any Executive Officer, Director, Trustee, Member, Committeeman, Volunteer Worker, or Agent of the Marysville Elks Lodge # 783 while acting within the scope of his/her duties as such for the Marysville Elks Lodge #783, from occurrences as to bodily injury and property damage. Additional information including amount of coverage required items to be listed on the Certificate of Insurance and alternative sources of insurance can be obtained from the Lodge Facility Coordinator.
- 2. Event Insurance may be purchased through the Lodge.
- 3. ALL Events must have the proper limits of insurance and a Certificate of Liability naming the Marysville Elks Lodge #783 as an additional insured and must be on file at the Lodge office at least 7 days prior to the event taking place.

Miscellaneous:

- 1. Lodge Management reserves the right to deny privileges or access to persons breaking any of these rules.
- 2. The Organization / or person signing this contract shall be held responsible for all charges incurred by the Renter. If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs.
- 2. Facility rental does not include lawns or garden areas unless specified on the rental agreement.

Pets:

- 1. Pets are not allowed in the lodge during rental events except for Service Animals.
- 2. Service animals are welcome. Service animals are animals that are individually trained to perform tasks for people with disabilities – such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. All other animals/pets are prohibited.

Supervision:

- 1. Renter is responsible for providing supervision of children and people attending Renter's event. In the event that Lodge staff must supervise children or other guests, includes having to inform children or people to remain inside the Renter's rented area (primarily keeping guests from wandering on the stairs or into the basement and 2nd level of the Lodge), the event is subject to immediate closure.

I/We have read and understand this Agreement and agree to abide by the terms contained herein.

Signature _____ Date _____

Print Name _____

Organization _____

Marysville Elks Facility Coordinator _____

Date _____

BUILDING RENTAL RATE SHEET

(Rates effective for contracts issued as of August 1, 2023)

RENTAL AREA	CAPACITY	RESERVATION FEE	MAINTENANCE / CLEANING FEE	RENTAL FEE PER DAY	TOTAL	ABC LICENSE	TOTAL WITH ALCOHOL	LIABILITY INSURANCE REQUIRED
LODGE ROOM, DINING ROOM & BAR NON- MEMBER	Dining Lodge 174 Dining 60	\$ 200.00	\$ 200.00	\$ 1,080.00	\$ 1,480.00	\$ 100.00	\$ 1,580.00	\$174.00 if purchased by BPOE
LODGE ROOM, DINING ROOM & BAR NON-PROFIT	Dining Lodge 174 Dining 60	\$ 200.00	\$ 200.00	\$ 800.00	\$ 1,200.00	\$ 100.00	\$ 1,300.00	\$174.00 if purchased by BPOE
LODGE ROOM, DINING ROOM & BAR *MEMBER	Dining Lodge 174 Dining 60	\$ 200.00	\$ 200.00	\$ 500.00	\$ 900.00	COVERED	\$ 900.00	\$174.00 if purchased by BPOE
DINING ROOM & BAR NON- MEMBER	Dining 60	\$ 200.00	\$ 200.00	\$ 800.00	\$ 1,200.00	\$ 100.00	\$ 1,300.00	\$174.00 if purchased by BPOE
DINING ROOM & BAR NON- PROFIT	Dining 60	\$ 200.00	\$ 200.00	\$ 600.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$174.00 if purchased by BPOE
DINING ROOM & BAR *MEMBER	Dining 60	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00	COVERED	\$ 600.00	\$174.00 if purchased by BPOE
KITCHEN NON- MEMBER	N/A	\$ 200.00	N/A	\$ 275.00	\$ 475.00	N/A	N/A	\$174.00 if purchased by BPOE
KITCHEN NON-PRFIT	N/A	\$ 200.00	N/A	\$ 225.00	\$ 425.00	N/A	N/A	\$174.00 if purchased by BPOE
KITCHEN *MEMBER	N/A	N/A	N/A	\$ 200.00	\$ 200.00	N/A	N/A	\$174.00 if purchased by BPOE

Day before set-up will be charged at \$50.00 per hour.

30 8' Rectangle Tables / 12 8' Round Tables / Approximately 200 Chairs Available With Rental

ADDITIONAL EQUIPMENT FOR RENT

Round Table Clothes \$8.00ea ask for color availability

*** Member prices are for Members and IMMEDIATE family only!* (Member must be present at event)**

FACILITY RENTAL INFORMATION SHEET

RENTER INFORMATION

RENTER NAME:		ADDRESS:	
CONTACT NAME:			
CONTACT PHONE#:		ALTERNATIVE CONTACT:	
CONTACT EMAIL:		ALT. CONTACT PHONE#:	
ELKS MEMBER	(Circle one)	YES	NO

EVENT INFORMATION

RENTAL DATE(S):			
RENTAL TIME:	S/U:	START:	END:
TYPE OF EVENT:		# OF ATTENDEES	
SPACE(S) RENTED:			
EQUIPMENT NEEDS:			
NOTES:			DATE COMPLETED
			SIGNED AGREEMENT
			ABC PERMIT
			INSURANCE
			SECURITY CONTRACT
LIQUOR SERVICE (Circle one) YES NO			
TOTAL RENTAL FEES:		RATE:	
AMOUNT	DUE DATE	DATE PAID	RECEIPT#
COMMENTS:			

**MARYSVILLE ELKS LODGE #783
FACILITY CLEAN-UP CHECKLIST**

LODGE ROOM

<input type="checkbox"/>	TAKE DOWN AND REMOVE ALL DECORATIONS AND PERSONAL ITEMS
<input type="checkbox"/>	WIPE DOWN ALL TABLES & CHAIRS
<input type="checkbox"/>	PUT CHAIRS AWAY ON CHAIR RACKS
<input type="checkbox"/>	STACK TABLES ON RACKS
<input type="checkbox"/>	BAG TRASH (MORE BAGS ARE AVAILABLE UPON REQUEST)
<input type="checkbox"/>	PLACE ALL TRASH BAGS IN OUTSIDE DUMPSTER
<input type="checkbox"/>	SWEEP FLOORS
<input type="checkbox"/>	MOP ANY SPILLS

DINING ROOM

<input type="checkbox"/>	TAKE DOWN AND REMOVE ALL DECORATIONS AND PERSONAL ITEMS
<input type="checkbox"/>	WIPE DOWN ALL TABLES & CHAIRS
<input type="checkbox"/>	BAG TRASH (MORE BAGS ARE AVAILABLE UPON REQUEST)
<input type="checkbox"/>	PLACE ALL TRASH BAGS IN OUTSIDE DUMPSTER
<input type="checkbox"/>	SWEEP FLOORS
<input type="checkbox"/>	MOP ANY SPILLS
<input type="checkbox"/>	WIPE DOWN SERVING AREA

RESTROOMS

<input type="checkbox"/>	CLEAN UP ANY TRASH
<input type="checkbox"/>	CHECK THAT NO PERSONAL ITEMS WERE LEFT BEHIND

KITCHEN

<input type="checkbox"/>	REMOVE ALL PERSONAL ITEMS AND LEFT OVER FOOD
<input type="checkbox"/>	HAND WASH ALL LODGE DISHES/KITCHEN WARE USED
<input type="checkbox"/>	RUN ALL LODGE DISHES/KITCHEN WARE THROUGH SANITIZER
<input type="checkbox"/>	DRY AND PUT AWAY ALL LODGE DISHES/KITCHEN WARE
<input type="checkbox"/>	WIPE DOWN COUNTERS
<input type="checkbox"/>	WIPE DOWN STOVE
<input type="checkbox"/>	CLEAN-UP ANY SPILLS ON FLOOR
<input type="checkbox"/>	SWEEP FLOORS
<input type="checkbox"/>	PLACE ALL TRASH BAGS IN OUTSIDE DUMPSTER

RENTER SIGN-OFF

O.I.C. SIGN OFF

DATE: _____