



FUNCTION HALL RENTAL AGREEMENT

The undersigned, here after referred to as the "Lessee", agrees to the following independent covenants relating to the rental of the premises described as Plymouth Elks Lodge, hereafter referred to as the "Lessor".

Lessee _____ Type of Function _____

Address _____ Contact Person _____

Contact Telephone #s (_____) _____ (_____) _____

Home Cellular

Date of Rental _____ Time Start _____ Time End _____

Name of Caterer _____ Name of Entertainment _____

Number of Guests _____

1. The Lessee agrees to pay a rental price of \$_____. This price includes a custodial fee. The rental time is for a 6-hour period only. Extensions of time may be granted by the Lessor at a fee of \$50 per hour.
2. If the Lessee requires the bar, the Lessee agrees to pay a fee of \$100. This will cover the bar with bartender and liquor license fee. This fee may be refunded on an individual basis by the Board of Directors.
3. The Lessee agrees to pay an advance deposit of 50% of the total rental fee at the time of making the reservation. Any balance of the rental fee is due fifteen (15) days prior to the rental date. Refunds due to cancellation are reviewed on an individual basis by the Board of Directors.
4. The Lessee agrees to surrender the premises to the Lessor in good condition. If any damage occurs, the Lessee shall be held liable for said damages.
5. The Lessee agrees to keep the interior of the premises in good order at all times during the period of rental, including, but not limited to, keeping the aisles between tables clear and unrestricted access to the emergency exits.
6. The Lessee agrees not to cause or permit guests to damage or waste to the premises or fixtures. There shall be no attachment of decorations to the ceilings, walls or light fixtures. Lessee acknowledges that the care and use of the premises are under control of the Lessee, subject to the rules set forth herein, and that Lessee will oversee the deportment and demeanor of all guests and visitors.
7. The Lessee agrees to indemnify and hold harmless the Lessor or his agents from any claim or loss by reason of the Lessee's use or misuse of the premises and from any claim or loss by reason of any accident or damage to any person or property happening on the premises as a result of the Lessee's

failure to comply with the terms herein or the rules set forth herein, or Lessee's negligence in overseeing the deportment and demeanor of Lessee's guests and visitors.

8. The Lessee shall not knowingly commit or permit his guests to commit violations of the laws or regulations of the municipality authority, Board of Health, State or Federal Laws including, but not limited to, the consumption of alcoholic beverages. The Lessee further agrees to indemnify and hold harmless the Lessor or his agents against loss, damage or liability growing out of the failure to observe and comply with the laws regulating the sale and distribution to minors.
9. The Lessor reserves the right to require the presence of Law Enforcement at any event the Lessor feels it is warranted. All costs associated with this section will be the sole responsibility of the Lessee.
10. The Lessee acknowledges having read the attached Rules, which are incorporated herein and form part of this Rental Agreement.
11. The Lessor agrees to the following covenants:
 - a. The Lessor agrees to supply ice and provide general janitorial services in cleaning up the hall following the rental period, except as stated herein.
 - b. The Lessor agrees to provide parking in the front and side lots of the Function Hall. Vehicles obstructing access to the Fire Lanes will be towed away at the owner's expense.
 - c. The Lessor will not be responsible for damage, destruction or theft of vehicles or their contents, parked on leased premises, there personal property of the Lessee or his visitors or guests including, but not limited to, coats and clothing kept on the leased premises.

The Lessee agrees to oversee the deportment and demeanor of all guests and visitors. The Lessee will be in attendance for the duration of the event. In witness whereof, the undersigned, intending to be legally bound, has read the attached Rules and agrees to the above terms, including the Rules appended hereto.

Signature of Lessee *

Date

Signature of Lessor

Date

***Lessee – Initial Appended Rules**



RULES (Lessee Initial _____)

1. Alcoholic beverages shall be dispensed only by the Lessor’s bartenders, which bartenders shall have the right to (a) refuse to dispense alcoholic beverages to any individual deemed under the influence of alcohol by the bartender and (b) refuse to dispense alcoholic beverages to any individual appearing to the bartender to be under the legal age to consume such beverages. Remember, serving liquor to minors is illegal and dangerous.
2. Champagne for toasts shall be provided solely by the lessor at the lessee’s expense. Arrangements shall be made prior to the event to assure quantity and quality desired by the lessee.
3. Neither Lessee, guests or visitors, shall introduce on to the premises any drugs or controlled substances in violation of the Laws of the State of New Hampshire.
4. All alcoholic beverages, dispensed only by the Lessor’s bartenders, shall remain inside the Hall. It is the Lessor’s responsibility to oversee this activity of their guests and visitors.
5. While the Lessee remains solely responsible for the activities, demeanor and deportment of guests and visitors, if in the opinion of any agent of the Lessor the activities, demeanor or deportment of any individual or individuals threatens the property of the Lessor or threatens to result in a breach of the peace or a violation of any Rule, Regulation, Law or Ordinance of the Town of Holderness, NH, the Lessor or its agents shall have the right and authority to terminate the function. Lessee agreeing that any such notification and/or termination is expressly authorized hereby and that such notification and/or termination is not a breach of the Lessee’s contract.
6. No cooking facilities are available on site. If food is desired, a private caterer may be hired at the Lessee’s expense.

TOTAL HALL RENTAL PRICE: \$375.00 or \$_____

Deposit \$_____ Date Paid: _____ Received by: _____
Name/Signature

Bar Fee \$100.00 Date Paid: _____ Received by: _____
Name/Signature

Balance \$_____ Date Paid: _____ Received by: _____
Name/Signature

FUNCTION HALL RENTAL PRICING *

Non-Elks Member	Applies to all rentals by anyone other than an Elk member in good standing.	\$375.00
Non-Plymouth Lodge Elk Member	Shall apply to all rentals by any Elks in good standing.	\$250.00
Registered Non-Profit Charities	Shall apply to all Registered Non-Profit Charities who provide a Certificate of Registration issued by the State Attorney General.	\$250.00
Plymouth Lodge #2312 Members **	Applies to all rentals by any Plymouth Elks Lodge member in good standing.	\$190.00
Bar Fee	Applies to all rentals which the Lessee requires a bar.	\$100.00

* This is for a (6) six-hour period only. Extensions may be granted by the Lessor at a fee of \$50.00 per hour.

** If a Plymouth Lodge member in good standing dies during the current Lodge year, an immediate family member may be permitted a waiver of the Function Hall rental price by the Lodge Board of Directors.

This fixed pricing is approved on April 18, 2023 by the Plymouth Lodge #2312 Board of Directors.