



Rocky Mountain Grange #116  
Location: 1436 South 1<sup>st</sup> Street, Hamilton  
(406) 640-4131

Email to: [rmgrange116@gmail.com](mailto:rmgrange116@gmail.com)

Mail to: PO Box 216

Hamilton, MT 59840 [rockymountaingrange.org](http://rockymountaingrange.org)

### RENTAL AGREEMENT

This ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Rocky Mountain Grange #116, a private, non-profit organization ("Grange") and the party identified below as the tenant ("Tenant"). Grange has agreed to rent to Tenant and permit Tenant to use those designated portions identified below ("Rental Space") of the building known as the "Grange Hall" (the "Building"), located at 1436 South 1st St., Hamilton, MT 59840 (the "Property") for the purposes set forth in this Agreement, pursuant to the following terms and conditions:

#### Tenant:

Contact Person (required)

Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Mobile Phone (\_\_\_\_\_) \_\_\_\_\_ Alternate Phone (\_\_\_\_\_) \_\_\_\_\_

Organization (If applicable)

Name \_\_\_\_\_

Address \_\_\_\_\_

Website \_\_\_\_\_

Non-profit Y / N    Non-profit designation \_\_\_\_\_ Tax ID # \_\_\_\_\_

Insurance Information (Tenant liability coverage required)

Insurance Provider \_\_\_\_\_

Policy Type \_\_\_\_\_ Policy # \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Phone (\_\_\_\_\_) \_\_\_\_\_

#### General Terms and Conditions of Rental:

- A. Reservation Deadline - All requests for use or rental of the Rental Space must be approved by the Grange. All persons wishing to use or rent the Rental Space must complete and sign this Agreement along with rental application and return it to the Grange with event insurance by no later than fourteen (14) days prior to the requested rental date.
- B. Rules of Use - This Agreement and use of the Rental Space, Building and/or Property are subject to the Rules of Use of Grange Property ("Rules of Use") attached hereto as Schedule A. By signing this Agreement, Tenant agrees to abide by the Rules of Use and to exercise reasonable best efforts to ensure that all individuals present during Tenant's use of the Rental Space, Building and/or Property abide by the Rules of Use.

Grange reserves the right to terminate this Agreement and request that Tenant and/or any guests or invitees of Tenant immediately vacate the Property for failure to comply with the Rules of Use.

- C. As-Is/Where-Is Rental - Rental of the Rental Space is on an “as is” “where is” basis. Tenant is permitted to access only those areas of the Building and Property specifically identified in Paragraph G below. Use of any portion of the Property and the Building is at the sole risk of the Tenant, its guests and invitees. Grange shall not be responsible for any injury that occurs during the rental of the Rental Space and disclaims any liability resulting from the rental or use of the Rental Space, Building, the Property, and any Grange facilities. No food or food service will be provided by the Grange. The Grange does not have ADA access currently. No livestock or any animals permitted in the building or on the grounds without prior permission from the Grange.
- D. Damage to Building - Tenant shall deliver the Rental Space, Building and/or Property to the Grange in the same condition it was prior to the rental. Tenant shall be responsible for any damage to the Building, the Property, or any personal property of Grange caused by Tenant or any of Tenant’s guests during Tenant’s use of the Rental Space. The amount of any security deposit or rental payment tendered by Tenant shall in no way limit the liability of Tenant for damages caused to the Rental Space, Building or Property during the rental. Tenant shall defend, indemnify and hold the Grange harmless from any liability, loss, or damage arising from Tenant’s use of the Rental Space, Building, Property or any Grange personal property or facilities located therein or thereon.
- E. Right to Refuse to Rent- Grange is a private, non-profit organization, and reserves the right to rent, or decline to rent, its Building and/or Property to any individual and/or organization, to offer or deny discounts to select and/or affiliated individuals and/or organizations, and to donate the use of its Building and/or Property to charities or organizations, as it sees fit in its sole and absolute discretion.
- F. Payment of Rental Fees and Security Deposit:
1. Payment by check, cash or electronic payment – The full amount of the rental fee must be received within fourteen (14) days of the rental date. The amount charged for the rental is based on the Rental Space, applicable fees, and discounts (as may be amended from time to time) identified below in Paragraph G.
  2. Security Deposit - For the rental of any part of the building, a security deposit in cash or a check payable to “Rocky Mountain Grange #116”, must be delivered to the Grange by no later than fourteen (14) days prior to the rental date, with rental fee payment.
  3. Timely Payment/Non-Sufficient Funds - Grange reserves the right to refuse use and/or rental of the Building if Tenant fails to timely pay the Security Deposit and full amount of the rental fee, including if Tenant tenders a check that is returned for insufficient funds. Grange reserves the right to assess a one-hundred dollar (\$100.00) administrative fee for each check returned for insufficient funds. If Tenant fails to timely pay the full amount of the Security Deposit and rental fee, the Grange shall have the right to rent the Rental Space to another party without any further notice to Tenant.
  4. Post Event Inspection - On or promptly after the rental date, a Grange member will inspect the Rental Space, Building and Property. If Grange determines, in its sole and absolute discretion, that there has been no damage to the Rental Space, Building and Property, that the Rental Space, Building and Property are in as good a condition as prior to the rental, and there has been no major violation of the Rules of Use, the Security Deposit shall be returned to the Tenant within fourteen (14) days of the rental date. IF Grange determines, in its sole and absolute discretion, that any of the Rental Space, Building and/or Property has been damaged or is not in as good a condition after the rental as it was prior to the rental, or if there are any missing fixtures or items of personal property, or if the Tenant or one of its guests substantially failed to comply with the Rules of Use, Grange shall so notify the Tenant in writing, and retain the security deposit. If the Security Deposit is insufficient to cover the costs of repair or replacement of damaged property, Grange reserves all rights to pursue the Tenant, together with any

other responsible party, for the full value of the costs of repair and/or replacement, and associated fees and expenses, including reasonable attorney's fees and costs of suit, to make the Grange whole for all losses incurred.

G. Identification of Rental Space and Rental Fee: By and subject to the terms of this Agreement, the Grange agrees to rent and permit use by Tenant of the Rental Space as identified and indicated below:

1. The date(s) of rental shall be: \_\_\_\_\_
2. The start-end time of the rental shall be: \_\_\_\_\_
3. The purpose of the rental is: \_\_\_\_\_
2. Tenant is renting use of the following property indicated (collectively, the "Rental Space") and shall pay the fees listed (please circle rental choice and any applicable discounts):

Rental Pricing ("Rental Hours" includes set up, event activities, & clean up)	Full Day (8-16 Rental Hours)	Half Day (4-8 Rental Hours)	Hourly (1-4 Rental Hours)
Whole Facility (Includes upper and lower hall and use of basic kitchen supplies)	\$420	\$280	\$70/hr.
Security Deposit	\$200	\$200	\$200

Building Hours - Typical building hours are 8 AM–11 PM daily.

Rental Hours – Plan your rental period to have enough time for set-up, event activities, and clean-up.

Available Discounts	Discount*	Conditions/Details
Weekday Rental	Save 10%	Monday-Thursday
Multi-day/Wedding Package	Save 30%	3 Consecutive Days
Non-profit /Grange Members	Save 40%	Nonprofit status/current RMG membership

\*Discount does not apply to security deposit

Rental Total: \_\_\_\_\_

\*All rentals include restroom and off-street parking privileges

\*\*Deposit will be returned if facility is left clean, and no major rule violations occur (See F4 above).

H. Cancellation Policy: Either Grange or Tenant may cancel this Agreement upon notice no less than seven (7) calendar days prior to the rental date without penalty. If Grange receives notice from Tenant that it desires to cancel this Agreement seven (7) or more calendar days before the agreed rental date, the Grange will return in full any security deposit or rental payment Tenant tendered under this Agreement. If Grange receives notice less

than seven (7) business days prior to the agreed rental date of Tenant's desire to cancel this Agreement, the Grange will return the Security Deposit and 75% of the paid rental payment to Tenant.

- I. No Verbal Agreements - The terms of this Agreement shall supersede any oral representations or alterations to this agreement. Any changes to this Agreement shall be made in writing and signed by both the Tenant and a person authorized by Grange to approve the change.
- J. Dispute Jurisdiction - This Agreement shall be made pursuant to, and shall be governed by, and construed in accordance with, the laws of the state of Montana and the county of Ravalli. The parties hereby, by affixing their respective signatures below, each consent to the personal jurisdiction of the courts of the state of Montana, and further agree that any action or proceeding arising out of or related to this Agreement shall be commenced only in a court of competent jurisdiction located in Ravalli County, Montana.
- K. Enforceability - If one or more of the provisions of this Agreement or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- L. By signing this Agreement, Tenant certifies that they have read, understand, and agrees to abide and be bound by the terms and conditions listed herein and in the "Rules of Use".

Signed and agreed to by:

\_\_\_\_\_  
Grange member (signature)

\_\_\_\_\_  
Tenant (signature)

\_\_\_\_\_  
Grange member (print name)

\_\_\_\_\_  
Tenant (print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tenant acknowledges receipt of and agrees to follow the "Rules of Use" (Attached as Schedule A) Signature or

Initials of Tenant: \_\_\_\_\_

IMPORTANT

Email a copy to [rmgrange116@gmail.com](mailto:rmgrange116@gmail.com) & mail a paper copy to: PO BOX 216, Hamilton, MT 59840, along with payment & insurance information.

## SCHEDULE A – Rules of Use

### Rocky Mountain Grange #116 Property

1. GUEST BEHAVIOR - You, the Tenant are responsible for the behavior of all guests while on Grange property. All persons using the Grange shall comply with all applicable local, state, and federal laws. Children must be always supervised by an adult (18+ years old). All persons using the Grange property are expected to stay on Grange property and respect the rights of Grange's neighbors.
2. EVENT CAPACITY – Maximum capacity for the Grange building is 250 people at one time. If attendance is expected to exceed this number, a door monitor should be assigned to manage inflow and exit numbers so the capacity is not exceeded.
3. FORBIDDEN ITEMS - Fireworks, discharging firearms, under-aged consumption of alcohol, possession or use of illegal drugs, and the possession or use of any other illegal substance or item is forbidden on Grange property. Pets and any animals are not permitted inside the Grange building, except for licensed and vaccinated assistance animals. Be prepared to provide documentation for assistance animals.
4. SMOKING & FIRE - Smoking is not allowed inside Grange facility. Please inform smokers to use provided outdoor receptacle to dispose of all smoking waste. Outdoor camp-style fires, lit candles, burning incense, or devices that use an open flame are not permitted. Sterno-style chaffing dish heating canisters and candles on a cake are acceptable. Become familiar with the locations of fire extinguishers in the building prior to using approved open flame.
5. EXITS – All access and exit doors must always remain unobstructed and unlocked during rental event.
6. AMPLIFIED SOUND – The use of amplified sound is allowed from 8am-10pm. Complaints from neighbors outside these hours will result in the loss of the Security Deposit. The Grange will not provide any sound equipment. Any sound equipment will be provided by the renter.
7. HOURS OF OPERATION - All activities, including move-in, set up, tear-down, move-out, and cleaning must be performed between 8am-11pm. The building should be vacant and locked by 11pm. Exceptions may be made with prior written approval.
8. HEAT/AC – The Grange has a very effective furnace heating system that is controlled by thermostats on both floors. Please use prudent judgement when adjusting the temperature. The Grange DOES NOT have air conditioning, but ceiling fans are available in the upstairs space. The downstairs space has two fans that pull outside air into the space. The controls for these fans are located near the windows where the fans are installed.
9. FURNITURE - Any furniture used or moved during the rental shall be returned to its original location in its original condition. Please use care to avoid scratching floors, walls and other surfaces when moving furniture. No artwork, artifacts, equipment or other items hanging on the walls or ceiling shall be moved by Tenant. No property or Grange memorabilia shall be removed from the Grange property.
10. DECORATIONS – Tape, tacks, nails, or staples are not to be used to hang decorations on any wood surface. Tape and small push pins may be used to hang decorations from the non-wood surfaces of the walls and all items used to install decorations must be removed at the end of the rental period. The use of balloons is discouraged when the ceiling fans are being operated.
11. CLEANING – The Grange facility and surrounding exterior grounds must be left clean at the completion of the rental.

- a. EXTERIOR – All outdoor areas must be left free of all trash, smoking debris, and any other items that do not belong on the site.
  - b. INTERIOR – Floors should be monitored during the rental period so that spills are cleaned immediately upon discovery. Slip and fall injuries and damage to floors can occur if spills are not cleaned quickly.
  - c. SUPPLIES - The Grange supplies a vacuum, mop, bucket, brooms, and other cleaning supplies in the closet under the stairs.
  - d. TRASH – All garbage should be placed in the garbage receptacle outside. Additional garbage that does not fit must be hauled away or security deposit will be reduced as appropriate.
  - f. KITCHEN – All dishes, utensils and equipment are to be cleaned and put away, all surfaces cleaned and equipment in working order. The floor must be swept, vacuumed & mopped. Unless otherwise documented in writing, no Tenant food, cooking/serving equipment, or other kitchen-related items shall be left on the property in the refrigerator, freezer, cupboards, or elsewhere.
  - f. DISH WASHING – Tenants may use the Grange cups, plates, cutlery, and other service items. All items used during a rental period must be washed, rinsed, and sanitized and allowed to dry before being returned to the place they were taken from. Please DO NOT put away wet dishes into cupboards.
12. AUTHORIZED SPACE – Rooms and spaces not included in the Rental Agreement signed by Tenant, may not be used or accessed by Tenant or guests of Tenant. Restrooms are available for all rental agreements.
13. DEPARTURE - Prior to leaving the Grange Hall at the conclusion of use, all appliances and lights shall be turned off. The gas on the kitchen stove must be turned off. In addition, all windows and doors shall be secured. If applicable, the heat & hot water heater shall be turned down to the specified temperature.
14. PARKING – Parking is available on the north and south lawns adjacent to the Grange building. The front of the building and road-side shoulder are also available for parking. For large gatherings, it is recommended to have a team of people to assist with an orderly parking method to maximize the number of vehicles that can be parked and depart easily. For events that occur during snowy weather, the Grange will provide plowing service as close to your rental start time as is practicable and thus plowing is not guaranteed.
15. ISSUES NOTIFICATION – For emergencies such as fire, serious personal injury or illness, or criminal behavior, CALL 911. Damage to the building, and injuries to guests are to be reported immediately to one of the Grange members listed below. Be prepared to email photos of the issue to [rmgrange116@gmail.com](mailto:rmgrange116@gmail.com).
- If there are any problems, questions, or complaints concerning your rental or use of the Grange facility please contact one of the following Grange members:
- Grange Contact #1: Ross Mathena (541) 663-7059
- Grange Contact #2 : Kasi Crocker (406)381-5825
16. CHECK OUT – A Grange member will complete a check out walk-through inspection the morning following your rental. If all is satisfactory, your deposit in the form of a check will be mailed to you using the address on the front of the contract within fourteen (14) days.

CHECKOUT LIST:

- \_\_\_ Were there noise or other complaints from Grange neighbors?
- \_\_\_ Was building vacated by 11pm, or the alternative agreed upon time?
- \_\_\_ Was all trash and smoking debris picked up inside and outside the building and removed?
- \_\_\_ Were all decorations, food, and other Tenant items removed from the property?
- \_\_\_ Were dishes, tables, chairs, and any other items used, left visibly clean and in their original locations?
- \_\_\_ Were floors cleaned by vacuum or mop, with special attention and care taken to any spills?
- \_\_\_ Were bathrooms cleaned?
- \_\_\_ Were all appliances shut off (heat, fans, coffee pots, stove, flat grill, ovens, etc.)?
- \_\_\_ Were all windows closed and doors left locked upon departure?
- \_\_\_ Were all lights turned off?
- \_\_\_ Were all doors closed and locked properly?

REMINDER: You are ultimately responsible for the behavior of your guests.