

# Netel Grange # 410 Use and Hold Harmless Agreement

Netel Grange #410, located at 90525 Logan Road, Astoria, Oregon, hereafter referred to as "Owner" AND

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Name of the individual, group, or organization using the facility

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Address of User City State Zip

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Telephone

Hereafter referred to as "USER," hereby agree to the following.

To use the above-named Grange Hall solely for the purpose of \_\_\_\_\_

The use period shall

Commence on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ am/pm And

Terminate on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ am/pm

Custody begins when the User takes possession, including setup and clean up.

There will be a \$150 per day charge from midnight to midnight for any one day and a \$100 refundable cleaning, damage, and/or security deposit. Please make checks payable to Netel Grange and submit cleaning deposit separately.

Use fee	\$150/day x _____ days	= \$ _____
WIFI	\$ 20	= \$ _____
Tableclothes	\$ 25	= \$ _____
Sound System	\$ 25	= \$ _____
Projector	\$ 10	= \$ _____
Refundable deposit	\$100	= \$ _____

TOTAL \_\_\_\_\_

GRANGE HALL USE AND HOLD HARMLESS AGREEMENT TERMS AND  
CONDITIONS READ THE FOLLOWING TERMS AND CONDITIONS,  
THEN INITIAL THE CORRESPONDING LINE TO INDICATE YOUR AGREEMENT

- #1. Yes\_\_\_\_\_ In addition to the insurance requirements set forth below, the User will provide proof of event liability coverage in an amount no less than \$1,000,000, naming the owner and the Oregon State Grange as additional insureds. The User will provide proof of such insurance prior to taking occupancy of the premises. Any appointed representative of the Grange may at any time inspect the premises, and if any alcoholic beverage or other intoxicating or controlled substance is being sold or served in violation of this paragraph, the Grange representative shall have the right to immediately stop any activity and close the hall. All use fees and or deposits paid by the user will be immediately forfeited.
- #2. Yes\_\_\_\_\_ NO SMOKING is allowed in any area of the Grange Hall.
- #3. Yes\_\_\_\_\_ The User shall be responsible for the conduct, shall maintain order throughout the Use period, and shall not engage in any conduct or permit any event or conduct on the Premises, any Grange property, or surrounding areas that may cause harm, injury, or damage to persons or property or the good name of the Netel Grange. User will not allow exhibitionism, indecent, or offensive acts contrary to reasonable standards of moral conduct by anyone associated with the User. These covenants and restrictions apply to the parking areas and any person using a public right of way if they are attending a function at the Grange Hall. It is further agreed that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall reserve the exclusive right to immediately stop any unpermitted activity and close the Grange Hall. All use fees and/or deposits paid by the User will be immediately forfeited.
- #4. Yes\_\_\_\_\_ The User shall remove from the Premises and dispose of any and all trash or garbage generated by the User's use of the Grange Hall.
- #5. Yes\_\_\_\_\_ The User shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the use of the Premises (including any noise or nuisance ordinance, occupancy limitations, civil rights statutes, and County Health Department requirements on food serving or sales), shall acquire any license or permit required for User's use, shall not apply any pesticides while using the Premises, and shall be responsible for and pay any taxes and assessments due as a result of this agreement.
- #6. Yes\_\_\_\_\_ The User shall indemnify, defend, and hold harmless the Netel Grange, its officers, agents, and representatives from all damages, claims, suits, actions, or demands of any nature arising out of the use of, or inability to use the Owner's property, to the extent caused by, or arising from the use of the Premises, by the User, its officers, contractors, agents, representatives, employees, invitees, heirs, or assigns.
- #7. Yes\_\_\_\_\_ The User shall not interfere with the business of the Owner/ Netel Grange or any other User of the Grange property.
- #8. Yes\_\_\_\_\_ The User shall not hinder any foot or vehicular traffic to, from, or on the Premises nor block any fire exits or lanes.

#9. Yes \_\_\_\_\_ The User shall not assign or sublet any part of the Premises.

#10 Yes \_\_\_\_\_ The User shall maintain the Premises in the same condition as existed at the commencement of this agreement and shall not alter, add or make improvements top or upon the Premises without consent of the owner. Upon expiration of this agreement, the Premises shall be returned to the Owner in the condition that existed at the commencement of the Use. All personal property of the User shall be removed prior to the expiration of this agreement, and the Owner or its representative may dispose of all remaining property. The User shall be liable to the Owner for the removal cost at a minimum rate of \$20/hour. The Owner shall apply the security/cleaning deposit up to the amount of such expenses. If costs exceed the amount of the deposit, the User shall pay the Owner promptly on demand the amount of such expenses in excess of the deposit. Cleaning fees may be assessed in the same manner for not returning the facility to pre-use condition. There will be a \$50 per day (or any portion thereof) non-refundable fee if the Premises have not been vacated by the agreed time.

#11. Yes \_\_\_\_\_ If use of the Grange Hall and/or Premises results in damage to Grange property, the User shall be liable to the Owner for the amount of such damage. The Owner shall apply the security/cleaning deposit up to the amount of such costs. If the amount of such damage exceeds the amount of the deposit, the User shall pay the Owner promptly on demand the amount of such damage over the deposit. The owner shall promptly return all deposits to the User that are in excess of the damages incurred.

#12. Yes \_\_\_\_\_ The User shall be responsible for securing all avenues of access to and from the Grange Hall to provide for the safety and security of the Grange facilities and Grange personal property when a representative of the User is not physically present on the Premises.

#13. Yes \_\_\_\_\_ The User acknowledges that they have examined the Grange Hall and its entire premises, are satisfied with the condition thereof, and rely entirely upon such examination, and not upon representation or promise of the Owner or any other person in renting the hall.

#14. Yes \_\_\_\_\_ If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

#15. Yes \_\_\_\_\_ This instrument contains the entire agreement and understanding between the parties relating to the Grange Hall and its premises. No modification or claimed waiver shall be binding upon any of the parties unless in writing made after the date hereof making specific reference to this agreement and signed by both the Owner and the User. If the User is an organization or company, the said organization or company authorizes the User's signature below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Renter

Netel Grange #410

Address & Telephone \_\_\_\_\_

Telephone 503-298-7099

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