

**CONTRACT NAME: AGREEMENT BETWEEN THE LODGE @ ODD  
FELLOWS HALL AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is for facility use for the annual District event honoring employee years of service milestones and retirements. The event will take place on Thursday, May 23, from 5 p.m. to 8 p.m.

**FISCAL IMPACT:** The expense is covered in DJUSD 2018-2019 budget.



**The Lodge**

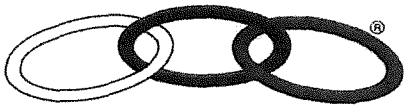
@Odd Fellows Hall

## Rental Application and Agreement

(Please Print Clearly)

IOOF HALL BOARD INC., DAVIS  
LODGE 169 AND REBEKAH LODGE 253  
415 2<sup>ND</sup> Street, Davis, CA 95616  
530.758.4940 Office  
530.758.2768 Fax  
www.rentdavislodge.com  
davislodge@sbcglobal.net

1. Date Submitted: 3/19/19
2. Have you rented from us before? yes  
If Yes, Please indicate date and name of function: Retiree Event, 2018, 2017  
If No, Where did you hear about us? \_\_\_\_\_
3. Renter: DJUSD  
Contact person: Math Best / Wendy Lewis  
Address: 526 B Street  
City/State: Davis, CA Zip Code: 95616  
Phone (Cell): 530-3129761 Phone (Home/Work): 530-757-5300 x105  
Email: wlewis@djUSD.net
4. Additional Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone (Cell): \_\_\_\_\_ Phone (Home/Work): \_\_\_\_\_  
Email: \_\_\_\_\_
5. Renter is an: ☐ Individual ☒ Organization – Type: school district  
☐ Co-Hosted Event – complete Form 2C (Co-Hosted Event Addendum)
6. Renter requests to reserve:  
☐ Lower Hall ☒ Upper Hall ☐ Both Upper & Lower Halls  
☐ The Lounge ☐ Bar Hosted or Non-Hosted
7. Event Date(s): 5/23/19 Day(s) of The Week: Thursday  
a. ☐ Recurring rental. Frequency: \_\_\_\_\_ Until: \_\_\_\_\_
8. Event Times (inclusive of setup and clean up): Setup 330 Start 500 End 730 Finish 800
9. Event description: retiree recognition
10. Event Attendance: 100 ± (Note: Lower hall capacity is 96 Banquet, 120 Theater or Standing)  
(Note: Upper hall capacity is 160 Banquet, 200 Theater or Standing)
11. Services: (Event Consultation, Basic Room Setup, tables, chairs and use of the Hall's WiFi are free)



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**12. Your event will not be confirmed until the following fees are submitted:**

Booking Fee (non-refundable) **\$100.00**

Security deposit **\$300.00-500.00** (To be determined by management)

13. Rental Fees: Rental fees are due in full no less than 14 days before the Event date.

14. Additional time fees: Any additional time will be rounded up to the next full hour.

15. Refund Check Payable To: \_\_\_\_\_

16. Address to mail Refund Check: \_\_\_\_\_

17. Special Instructions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of a breach of this Rental Agreement, if legal action is commenced, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred.

This Application does not grant any rights to Applicant or authorize Applicant's use of the Hall until approved by two representatives of the Lodge.

Renter represents and warrants that all of the information provided by Renter in this Application is true and correct, and has read, understands, and will comply with the Lodge Rules attached to this Application.

Bruce E. Colby

Name of Applicant

\_\_\_\_\_  
Management Signature

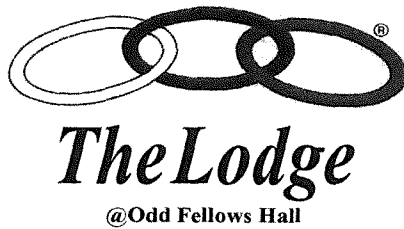
Davis Joint Unified School  
Organization

District

\_\_\_\_\_  
Hall Board Member Signature

[Signature]  
Signature

[Initials]



## Rental Application and Agreement

### Facility Information

1. The number of persons in the facility shall not exceed that number which is posted designating occupant load. Facility occupant levels are :  
(Lower hall capacity is 96 Banquet, 120 Theater or Standing)  
(Upper hall capacity is 160 Banquet, 200 Theater or Standing.)
2. There is a possibility of power outages during rental events. The Lodge is not responsible or liable for power outages.
3. The rental includes the designated space in the facility, but does not include the grounds or areas outside the facility. Equipment and fixtures in the Hall may not be removed or altered under any circumstance. No structural or electrical changes to the Hall may be made.
4. A facility rental will not be granted (and any rental agreement will be cancelled) under the following conditions:
  - a. Insufficient notice: When staff cannot be scheduled, when facilities cannot be prepared, or other conditions cannot be completed in the time between the date of the request and the date of the proposed Event.
  - b. Hazardous Activities: When activities of a hazardous nature endanger persons or property.
  - c. Prior Circumstances: When Applicant has mistreated the facility or violated facility use policies during a prior event.
  - d. Failure to make rental payment within minimum times provided.
  - e. Incompatibility with another facility reservation.
5. Noise levels within the Hall must not violate applicable City ordinances.
6. Dance wax, cornstarch, birdseed, confetti, glitter, rice, straw, sand, bubbles, gum, fog, smoke, and similar materials are not allowed; if used, damage fees will be charged.
7. **Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls unless adhered with blue painter's tape.**
8. The Hall's on-site parking is reserved for Odd Fellows and Tenants of the Lodge only, and is not for client use. Ample street parking is available and free after 6pm Monday through Saturday and all day Sundays and Holidays.

### Cancellation Policy

1. If the reservation is canceled less than 30 days in advance of the event date, the entire booking fee and security deposit will be forfeited.
  - a. Recurring Rentals must provide 7 days advance notice of a cancellation or the rental fee will be forfeited.
2. Cancellation of your reservation by Lodge will occur if:
  - a. The application is found to contain false or misleading information.
  - b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the Hall facility.
  - c. Any individual, group, member, or guest should willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance.



## Rental Application and Agreement

### Cleaning

1. At the discretion of facilities staff, facility users may be required to secure extra trash dumpsters for larger events. For example, an extra trash dumpster is required for crab feeds. Dumpsters may be rented from Davis Waste Removal (telephone: (530)756-4646) with 30 days' notice.
2. The Applicant is liable for the replacement or repair of any fixtures, furniture or equipment damaged at the event. The Security Deposit paid by your group is for cleaning, damage, unscheduled time and overtime and is a refundable deposit if all conditions are met. Each group is **REQUIRED** to do the following:
  - a. All tables and chairs used by a group must be left clean. This includes removing all decorations, tape, and table coverings.
  - b. All decorations must be removed and properly discarded. The use of thumbtacks, staples, nails, glue, or similar hardware or materials to hang decorations is prohibited.
  - c. If the kitchen is used, the refrigerators, ovens, stove, grill, sinks, dishwasher, and countertops must be left clean per checklist and approved by Lodge staff.
  - d. Recycling bins for aluminum, glass, plastic, and paper are available at the Lodge. We strongly encourage recycling. Please alert the event cleanup crew and/or caterer about our recycling effort.
3. The Security Deposit is refundable if the facility is left in order and there are no Unscheduled/Overtime charges, as determined by the Lodge Management. Damages may be assessed after the group has left and the facility is being cleaned. Signing out of the facility does not guarantee a full refund. Any unused Security Deposit shall be refunded within 15 days after the event.

### Fire Safety Rules

1. All decorative materials shall be made from a nonflammable material or be treated and maintained in a flame retardant condition by means of flame retardant solution or process. Fire Department approval may be required. Decorations are not allowed in the lobbies or otherwise outside of the rented area. Table use in a lobby must be approved.
2. All exit doors shall be unlocked and shall not be obstructed by any means.
3. The number of persons in the Hall shall not exceed that number which is posted designating occupant load.
4. No **open flame devices, including candles**, are to be used in any assembly area (Sterno™ is OK when used for catering). State Law prohibits smoking within 20 feet of public entrances.

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