

**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 a school assembly when the Holmes Junior High School Gym was closed for repairs.

**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: 11-26-18
2. Have you rented from us before? Yes  
If Yes, Please indicate date and name of function: 2016 2017 2018  
DSUSD Retiree Event  
If No, Where did you hear about us? \_\_\_\_\_
3. Renter: DSUSD / Holmes Junior High  
Contact person: Matt Best  
Address: 526 B Street  
City/State: Davis, CA Zip Code: 95616  
Phone (Cell): 530-661-6831 Phone (Home/Work): \_\_\_\_\_  
Email: mbest@dsUSD or WLewis@dsUSD.net
4. Additional Contact Person: Ellen Shields  
Address: Holmes Junior High 1220 Drexel Dr.  
City/State: Davis, CA Zip Code: 95620  
Phone (Cell): 530-406-5637 Phone (Home/Work): 530-757-5445  
Email: eshields@dsUSD.net
5. Renter is an: ☐ Individual ☒ Organization – Type: School  
☐ 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): 12-17-18 Day(s) of The Week: Monday  
a. ☐ Recurring rental. Frequency: \_\_\_\_\_ Until: \_\_\_\_\_
8. Event Times (inclusive of setup and clean up): Setup 7:30 Start 8:45 End 3:15 Finish 4:30
9. Event description: Challenge Day
10. Event Attendance: 130 (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)



## Rental Rates

**Hall Rental Rates:** (Note: There is a three hour minimum for all rentals.)

Booking Fee: **\$100** per event and is Non-refundable.

Security Deposit: **\$300-\$500** (To be determined by management; refundable in the event there is no damage or additional cleaning required)

Lower and Upper halls:

Sunday-Thursday: **\$80/hour**

Friday- Saturday: **\$125/hour**

The Lounge pricing:

Sunday-Thursday: **\$60/hour**

Friday- Saturday: **\$80/hour**

***Full Bar Service, Hosted and Non-Hosted available: See bar price sheet***

**Audio System.** (Upper or Lower Hall) includes the following options: Computer/ iPod input & corded/cordless microphones.

**\$100 flat fee**

**HDMI Video System** (Upper or Lower Hall) includes the following options: HDMI Video projector, Internet access and 120" wall-mounted screen.

**\$100 flat fee**

**Video System.** (The Lounge) includes the following options: Tabletop video projector with VGA and USB inputs and an 85" portable screen.

**\$30 flat fee**

**Conditional:**

***As a condition of use of The Lodge facilities, Renter must provide, at your sole expense, proof of comprehensive general liability insurance with The Lodge at Odd Fellow's Hall listed as an additional insured. The comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000, per occurrence for bodily injury, personal injury and property damage. If you are not able to obtain this insurance through your own means, you may be able to purchase insurance through The Lodge's carrier. Please ask The Lodge for additional information.***



**The Lodge**

@Odd Fellows Hall

## Rental Application and Agreement

**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) *waived*

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.

Jean Kennedy  
Name of Applicant

[Signature]  
Management Signature

\_\_\_\_\_  
Organization

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

\_\_\_\_\_  
Signature

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## Rental Application and Agreement

### Lodge Rules and Regulations

#### General Information

1. Applicant is responsible for reading all information and for complying with all rules and regulations.
2. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall.
3. 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. The Lodge reserves the right to refuse use of the Hall to any person or group.
4. A \$100.00 non-refundable Booking Fee is required with this application. The Booking Fee is in addition to and separate from the Hall rental fees.
5. The Lodge is not responsible for claims for personal injury or death, or for damage to or loss of property relating to rental of or occurring at the Lodge property.
6. Individuals or organizations granted use of the Hall agree to be responsible for any loss or damage caused by such use and agree to indemnify, defend, protect, and hold the Lodge harmless from all claims and damages arising from their use of the Hall.
7. The Applicant is certifying, on behalf of the organization applying to rent the facility, that the organization will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the function to be held in City facilities in accordance with Resolution No. 5259 and Ordinance No. 1359.
8. No animals, except service dogs, are allowed in the Hall facility.
9. No smoking or open flames are allowed in or around the Hall facility. State Law prohibits smoking within 20 feet of public entrances.
10. **The Lodge reserves the right to require that security guards be present.**
11. Applicant may not store items in the Hall prior to the event. Items left for more than 14 days after an event will be considered abandoned and shall become the sole property of the Lodge, which will be free to dispose of any such items as it sees fit.
12. On the date of the event, the Hall will be opened and closed by a representative of the Lodge. The Lodge representative shall have access to the facility at all times and shall not be excluded for any reason.
13. Posters and any publicity must be approved by the Lodge in advance. Unapproved publicity may be cause for cancellation.
14. The Lodge staff may photograph or videotape all attendees, including minor children, and the Lodge may use such photographs or videotapes to promote Lodge programs. All photos and videotapes will remain the property of the Lodge.
15. The Lodge shall have the right to list on the Lodge website the name, event, city and state of residence (no personal street address) of you and/or your organization along with a short quote from you.

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## 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

- d. Failure to make rental payment within minimum times provided.
  - e. If Applicant defaults on or has not completed all conditions and requirements for use of the facility.
  - f. If the facility is needed for emergency use.
  - g. Circumstances arising from natural disasters, power outage, or other unusual situation.
  - h. Failure to obtain required permits.
3. The Lodge shall not be liable to Applicant for damages in excess of the Rental Amount for any cancellation or breach by the Lodge.

### Fees

1. No later than 14 days before your event:
  - a. Rental fees and security deposits must be paid in full.
  - b. All permits, licenses and requests to have amplified sound must be submitted to the Lodge.
  - c. Plans for all decorations must be submitted to the Lodge and approved by this time.
  - d. If these requirements are not met at least 14 days before your event, the Lodge reserves the right to cancel reservations without refund of fees or deposits paid.
2. Arrangements for additional equipment must be made at least 14 days prior to the rental date. Additional equipment fees must be paid at least 30 days prior to the reservation date.
3. Changes in reservation times, or equipment needs must be submitted at least 14 days before event date. Upon a request for change to your reservation, you will be provided a quote for any additional fees. Once you accept these additional fees, any subsequent cancellation will be subject to our cancellation policy.
4. The event times indicated on this rental agreement are the arrival and departure time and should include all time that client is in the building. Applicants are expected to vacate the facility promptly by the time specified on the rental agreement. If Applicant stays longer than the time specified in this rental agreement, Applicant agrees to pay for the extra time at the rate set forth in this rental agreement. **All time is rounded up to the nearest full hour.**
5. Unexpended time is not refundable.

### Permits

1. All necessary permits must be obtained at least 14 days prior to date of event.
2. When alcoholic beverages are being served, the Lodge reserves the right to require the user to have security guards present.
3. Any group charging a fee must obtain a permit or license from the City of Davis Finance Department (telephone: (530)757-5651) located in City Hall, at least 30 days prior to the activity.
4. Selling of food items requires a permit by the Yolo County Environmental Health Department (telephone: (530)757-5540).

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## 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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