Quincy Lodge No. 230 F. & A.M.

PO Box 405 1136 North Anderson Street Elwood, Indiana Phone: (765) 432-6367 E-mail: quincy230_sec@hotmail.com www.quincylodge230.org

Agreement for Use of Lodge Facilities

THIS AGREEMENT, made and entered into this _____day of _____, 20___, by and between Quincy Lodge No. 230 F&AM, organized and acting under authority of the Grand Lodge of the State of Indiana F&AM, hereinafter known as "Lessor" and

| NAME: | | PHONE: (|) | |
|----------|--------|----------|--------|--|
| ADDRESS: | | | | |
| CITY: | STATE: | & | & ZIP: | |

, herein referred to as "Lessee".

- 1. The Lessor, upon payment of the donation (see schedule below), agrees to permit Lessee to have exclusive access and use of the areas listed below.
 - 1. The parking lot
 - 2. The dining hall
 - 3. The kitchen
 - 4. The men's restroom
 - 5. The women's restroom
 - 6. The utility closet (located next to the kitchen)
 - 7. The Lodge grounds

The donation stated in this Agreement is subject to any change that may be imposed by the Lessor after your reservation is accepted and before your event takes place.

- 2. The Lessee is NOT allowed access to the Lodge Room, the adjoining hallway, or any of the adjoining rooms (anything past the wooden double doors near the Men's Restroom).
- 3. You must be eighteen (18) years of age to use the Lodge facilities and provide must proper identification (i.e. valid driver's license).
- 4. The facility is available for use at 6:00 a.m., but you MUST schedule your arrival with a Lodge House Committee Member. Events must end by midnight and the Lodge facilities must be cleared and locked by 1 a.m.
- 5. The Lessor or its members are not responsible for food, drinks, decorations, or any other items, which are delivered ahead of the scheduled activity or left after the activity.

- 6. When decorating, only freestanding decorations can be used. Nothing is to be affixed to the walls, ceiling, windows, doors, etc. Balloons must be tethered to prevent interference with the alarm and air circulation systems.
- 7. The Lessee is responsible for cleanup of all areas and removal of decorations. All trash must be bagged and deposited in the dumpster located behind the building. If the facility is not fully cleaned the lessee will be billed \$50.00 to cover the cost of the clean-up.
- 8. Upon the Lessee's prior request, a Lodge House Committee Member will be available to assist in setting up tables and chairs.
- 9. Drinking and the possession of alcoholic beverages is strictly prohibited inside the Lodge building and anywhere on Lodge property.
- 10. Smoking is strictly prohibited inside the Lodge building and anywhere on Lodge property.
- 11. Should you decide to cancel your reservation, the amount refunded will be determined by the below schedule. No rain checks or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that the Lessor reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of some physical condition.
 - a. If you decide to cancel your reservation prior to 7 days in advance of the event, you will receive 100% of your donation back in refund
 - b. If you decide to cancel your reservation less 7 days but prior to 24 hours in advance of the event, you will receive 50% of your donation back in refund.
 - c. If you decide to cancel your reservation less than 24 hours in advance of the event, you will receive 0% of your donation back in refund.
- 12. Lessee will comply with all laws of the United States and the State of Indiana and all ordinances of the City of Elwood in its said use, and will not permit anything to be done on said premises in violation thereof.
- 13. The number of persons attending any function shall not exceed the capacity of the building as mandated by the State Fire Marshal of 100 persons.
- 14. If the Lessee desires catering, they must contract a catering service separately. A list of local catering references can be obtained through the Lodge Trustees.
- 15. Lessor assumes no responsibility whatsoever for any personal injury that may occur to Lessee and/or Lessee's guests and Lessor is hereby expressly released and discharged by the Lessee from any and all liability for any such injury.
- 16. Lessor assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and/or Lessee's guests and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.

- 17. Any matters not covered by said rules and regulations in this agreement shall be at the discretion of Quincy Lodge No. 230 F&AM, Lessor herein. Quincy Lodge's facilities are available for use for wedding receptions, showers, banquets, meetings and the like. The Lodge reserves the right to refuse rental of this facility.
- 18. No tickets, admission charges, donations, raffles, gambling, or door prices will be allowed on the Lodge property, unless a written letter is submitted for the Lodge Trustee's approval. It is MANDATORY that your request is submitted in writing a minimum of thirty (30) calendar days prior to your event.
- 19. The Lessee understands that there is NO phone line on the Lodge property. It is recommended that the Renter have a mobile phone during the event.
- 20. If you violate any of the terms or conditions of this Agreement, the Lessor shall have the right to immediately terminate this Agreement without notice or refund, and Lessor may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from the against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.

Suggested Donation Schedule

All payments should be made to Quincy Lodge #230

a. Donation (for <u>members</u> of the Lodge) - \$75.00 per day
b. Donation (for <u>non-members</u>) - \$125.00 per day

Lessee Signature:

Rental Date:_____

Start Time:

Date Signed:_____

| End Time: | | |
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