

**The Odd Fellows Hall**

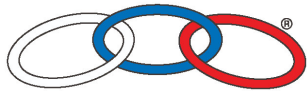
# **Rental Application and Agreement**

(Please Print Clearly)

IOOF HALL BOARD INC., DAVIS  
LODGE 169 AND REBEKAH LODGE 253  
415 2<sup>ND</sup> Street, Davis, CA 95616  
530-758-4949 O, 530-758-2768 Fax  
www.RentDavisLodge.com  
DavisLodge@sbcGlobal.net

1. Date Submitted: \_\_\_\_\_
2. Lodge: IOOF HALL BOARD INC., DAVIS LODGE 169 AND REBEKAH LODGE 253.
3. Renter: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone (Cell): \_\_\_\_\_ Phone (Home/Work): \_\_\_\_\_  
 Email: \_\_\_\_\_
4. Additional Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone (Cell): \_\_\_\_\_ Phone (Home/Work): \_\_\_\_\_  
 Email: \_\_\_\_\_
5. Renter is an:  Individual       Organization – Type: \_\_\_\_\_  
 Co-Hosted Event – complete form 2C (Co-Hosted Event Rental Addendum)  
 IOOF/Rebekah Member – complete form 2M (Member Rental Addendum)
6. Renter hires from Lodge, and Lodge rents to Renter the Lodge's:  
 Lower Hall (basement)     Upper Hall     Both Upper & Lower Halls  
 Located at 415 2nd Street, in downtown Davis, CA, for holding the Event, on the date and during the hours, at the rent, and on the terms and conditions all as set forth below:
7. Event Date(s): \_\_\_\_\_  
 a.  Recurring rental. Repeats: \_\_\_\_\_ Until: \_\_\_\_\_  
 7 day advance notice of cancellations is required (See Cancellation Policy, Section 1.a.).
8. Event Times (inclusive of setup and clean up): Setup \_\_\_\_\_ Start \_\_\_\_\_ End \_\_\_\_\_ Finish \_\_\_\_\_
9. Event description: \_\_\_\_\_  
 \_\_\_\_\_
10. Event Attendance: \_\_\_\_\_ (Note: Hall capacity is 135 Banquet, 150 Theater & 288 Standing.)
11. Services: (Event Consultation, Basic Room Setup and use of the Hall's WiFi are free)

Admission Charged ?	Y / N	Fundraising Activity ?	Y / N
Event Open to Public ?	Y / N	Are you a 501 (c) organization ?	Y / N
Food or Refreshments ?	Y / N	Food Served by Caterer ?	Y / N
Use of Kitchen ?	Y / N	Security Guards ?	Y / N
Use of Hall Sound System (\$90) ?	Y / N	Alcoholic Beverages Served ?	Y / N
Use of Hall Video System (\$30) ?	Y / N	Alcoholic Beverages Sold ?	Y / N
Use of Dance Floor (\$150) ?	Y / N		



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

Booking Fee (non-refundable)    \$ 75.00

Security deposit:                    \$ 300.00

Submit check in the sum of \$375 payable to "**Odd Fellows.**"

13. Rental Fees: \$ \_\_\_\_\_ Rental fees are due in full no less than 30 days before the Event date.  
Additional time fees: \$ \_\_\_\_\_ per hour. Any additional time will be rounded up to the next full hour.

14. Refund Check Payable To: \_\_\_\_\_  
Address to mail Refund Check: \_\_\_\_\_

15. **Special Instructions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time is of the essence in this Rental Agreement. In the event of breach of this Rental Agreement and 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.

The attached Lodge Rules and Regulations are incorporated herein by this reference and made a part of this Rental Application and Agreement.

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. If an organization, I am authorized to make this Application on behalf of the organization.

The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Organization

X  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Facility Manager

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

**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. Applications and deposits for the Hall will only be accepted by the Lodge's agent, Glenn Mounkes, Facility Manager, at 415 2nd Street, Davis, CA; telephone (530)758-4940. 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 \$75.00 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.

**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: **Banquet: 135, Theater: 160, Standing: 288.**
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 facility and available equipment, but does not include the grounds or areas outside the facility (some equipment requires a fee). 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. Use of the Hall's podium is allowed only with the "Odd Fellows" signage attached.
4. The Hall's portable dance floor is the only dance floor allowed.
5. 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.
6. Noise levels within the Hall must not violate applicable City ordinances.
7. Dance wax, cornstarch, birdseed, confetti, glitter, rice, straw, sand, bubbles, fog, smoke, and similar materials are not allowed; if used, damage fees will be charged.
8. Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls.
9. The Hall's on site parking is reserved for Odd Fellows and Tenants of the Lodge. 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 rental fee will be forfeited. If no rental fee has been paid, the cancellation fee shall be the amount of the security deposit.
  - 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. Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance.

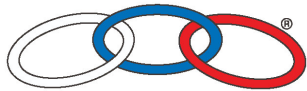
- d. Failure to make rental payment within minimum times provided.
  - e. If Applicant defaults on or has not completed all conditions and requirements for use of the facility.
  - f. If the facility is needed for emergency use.
  - g. Circumstances arising from natural disasters, power outage, or other 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 30 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 30 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 30 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 30 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 room setup, caterer setup, decoration, and cleanup time for the event. 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 30 days prior to date of event.
2. An Alcoholic Beverage Control (ABC) permit is required if alcoholic beverages are being sold. Applicant should contact the Davis Police Department, 2600 5th Street, (telephone: (530)757-5400) to arrange for the ABC permit.
3. When alcoholic beverages are being served, the Lodge reserves the right to require the user to have security guards present.
4. Any group charging a fee must obtain a permit or license from the Finance Department (telephone: (530)757-5651) located in City Hall, at least 30 days prior to the activity.
5. Selling of food items require a permit by the Yolo County Environmental Health Department (telephone: (530)757-5540).



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### 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. Because people tend to "get out for air" during large gatherings and may leave debris behind, it is suggested that all applicants assign someone to check cleanup outside of the Lodge. A cleaning fee may be charged if outside cleanup is necessary.
3. 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. A note for WEDDING RECEPTIONS--rice or bird seed cannot be thrown inside the Lodge or outside on the premises.
  - d. If the kitchen is used, the refrigerators, ovens, stove, grill, sinks, dishwasher, and countertops must be left clean
  - e. 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.
  - f. You are responsible for throwing your trash into the dumpsters behind the Lodge. If you overflow a dumpster, you will be responsible for paying the pick up charge. Please do not stack garbage above the top of dumpster.
4. The Security Deposit is refundable if the facility is left in order and no Unscheduled/Overtime charges, as determined by the Facilities Manager. 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 for a 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. Room occupant levels are listed on the fee schedule attached (See Facility Information, Section 1).
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.