

**RULES AND GUIDELINES FOR THE RENTAL OF
THE ODD FELLOWS DANCE HALL FOR EVENTS**

- _____ **Applications:** All rental applications must include the rental fees and cleaning and key deposits. Checks or money orders, are to be made payable to Oustomah Lodge #16, I.O.O.F. (no cash or credit cards). Your reservation is not secured until the rental contract is signed by all parties including the rental agent for the Odd Fellows, approved by the Lodge rental committee and the signed contract and fees are received by the Treasurer. Keys and cleaning deposits must be on a separate check from the rental fees.
- _____ **Cancellations:** Cancellations made at least 30 days in advance of the event will receive a full refund of the rental fees; cancellations more than 14, but less than 30 days in advance will receive a 50% refund of the rental fees; otherwise there will be no refund. Key and cleaning deposits will be returned. Cancellations must be made in writing to Oustomah Lodge #16, P.O. Box 428, Nevada City, CA 95945, Attn: Rental Agent.
- _____ **Personal Responsibility and Liability:** The applicant (the responsible person) assumes all responsibility for the conduct of the group using the facility and shall be held liable for any damages that occur during the period of use, and will be billed for any damage repairs. Renter shall comply with all government statutes.
- _____ **Personal Property:** 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.
- _____ **Indemnification:** Neither the Odd Fellows nor any of its agents or members shall be liable for any damage or injury to any renter, or other person(s) or to any renter's personal property occurring on the premises. Renters agree to hold the Odd Fellows its agents or members harmless from any claim for damages no matter the cause.
- _____ **Insurance:** Every renter must provide proof of insurance, a standard \$1,000,000 liability policy naming Oustomah Lodge #16 as an additional insured. It must be received 30 days before your event.
- _____ **Permits:** A Seller's Permit may be required when a commodity is sold to the public. If alcohol is offered for sale or as part of the price to attend the event, an A.B.C. permit will be required and must be approved by the Rental Agent. The Lodge reserves the right to require security guards be present, especially when alcoholic beverages are being served.
- _____ **Use of the Kitchen area:** The kitchen is for heating & serving food, and clean up only. The Kitchen is not for actual food preparation. We are not licensed as a commercial Kitchen.
- _____ **Smoking:** Smoking, including e-cigarettes, is not allowed anywhere inside the building, and smoking outside the building is prohibited by city ordinance in the Historic District If there is evidence of smoking in the building your deposits will not be refunded.
- _____ **Children at the Hall:** Children play a big part in the activities at the Odd Fellows hall, and if your event involves children under the age of 18, they must have adult supervision at all times.
- _____ **Hours:** Events may take place from 8:00 am to 12:00 midnight.
- _____ **Noise considerations, (Weekdays):** The entire lower floor of the Odd Fellows building is leased to businesses; therefore between the hours of 8:00 am and 5:00 pm we must have low impact bookings. If you teach or have dance classes the music must be kept reassembly low, so it does not disturb the tenants below, and the dancers must use dance slippers, soft soled shoes or socks and not street shoes.

_____ **Noise consideration, (Night time):** The Odd Fellow's hall is located near hotels, apartments and houses; therefore reasonable consideration is necessary concerning the volume of amplified music as well as attendees making noise outside the building. If the Police are called and the tenant does not comply with the Officers orders and a citation is issued your deposits will not be refunded; any fines issued to the Lodge shall be paid by the tenant.

_____ **Capacity:** The number of persons in the facility shall not exceed the number that is posted designating occupant load. Occupant levels are: Dance Hall, 228.

_____ **Dance wax,** cornstarch, bird seed, confetti, glitter, rice, straw, sand, bubbles, fog, smoke, and similar materials are not allowed. If used, damage fees may be charged.

_____ **Decorations:** Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls unless adhered with blue painters tape. No staples, tacks, nails, or pins.

_____ **Flammables:** No open flame devices, including candles, are to be used at any time. Sterno™ is allowed when used for catering.

_____ **Power Failures:** There is a possibility of power outages during rental events. The Lodge is not responsible or liable for power outages.

_____ **Clean-up:** Remove all garbage from the building as well as the outside, 20 feet in all directions from the entry doors. Put all chairs and tables back along the side of the stage. Sweep and mop the floors and clean the kitchen and bathrooms, Brooms, mops, dust pans, mop buckets and other cleaning tools and supplies can be found in the Utility Room.

_____ **Check out:** Turn the heat and air off, except in winter leave heat at 58 degrees. Turn all lights off. Make sure all doors are locked.

_____ **Safety:** I certify that I have seen and read the posted safety instructions, including directions for the use of fire extinguishers, and evacuation of the hall in an emergency.

_____ **Attorney Fees:** In any legal action brought by either party to enforce the terms hereof or relating to all the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action.

_____ **Indemnification:** Neither Oustomah Lodge #16 IOOF nor any of its Agents or Members shall be liable for any damage or injury to any *Renter*, or to any other person(s), or to any property occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Banner Oustomah Lodge, its Agents or Members. Renter agrees to hold Oustomah Lodge #16 IOOF, its Agents and Members harmless from any claims for damages no matter how caused.

The attached Rules and Guidelines are made part of the Rental Contract. The foregoing contract, rules and guidelines, constitutes the entire agreement between the parties.

Signature of Responsible party _____ Date _____

Signature of Rental agent _____ Date _____

Signature of Treasurer _____ Date _____

Signature of 2nd Lodge Officer _____ Date _____

Approved by Oustomah Lodge #16 on _____