



**MT HAMILTON GRANGE #469**  
**2840 ABORN ROAD, SAN JOSE, CA 95135**  
**(408)365-4773**  
**RENTAL AGREEMENT**

Organization Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
Responsible Person: \_\_\_\_\_ Cell Ph. #: \_\_\_\_\_ Work Ph. #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Home Ph. #: \_\_\_\_\_ D.L. #: \_\_\_\_\_

The Organization and/or the Responsible person hereinafter termed "Tenant", applies with Mt. Hamilton Grange #469, a corporation hereinafter termed "Grange" to rent the, a) Main Hall, b) Dining/Kitchen, c) both Main Hall, Dining/Kitchen, in the Grange building at 2840 Aborn Road, San Jose, CA 95135. The aforesaid premises are rented solely for the following purposes:

Event: \_\_\_\_\_ Date: \_\_\_\_\_ Time: START: \_\_\_\_\_ END: \_\_\_\_\_

**This Start and End Time Frame includes Set-up/Take down (Clean Up) \_\_\_\_\_** Number of People Attending: \_\_\_\_\_

Applicable Rental Rate: A. Main Hall \_\_\_\_\_ B. Dining/Kitchen \_\_\_\_\_ C. Both Main Hall & Dining/Kitchen \_\_\_\_\_

D. Discounted Rate (Grange Member Personal Use Only) \_\_\_\_\_ E. Flat Screen (Airplay) \_\_\_\_\_

F. Gazebo (Picnic Park) \_\_\_\_\_ Total: \_\_\_\_\_

Deposit Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Deposit Returned by: \_\_\_\_\_

**Full rental payment required 30 days prior to the event.** Received by: \_\_\_\_\_

**TERMS AND CONDITIONS:**

- SPACE RENTED:** The space rented for this event is limited in capacity by order of the City of San Jose Fire Department and should not exceed 270 persons in the main hall and 115 seated persons in the dining area at any time.
- DEPOSIT:** A deposit of \$300.00 (three hundred dollars) is required for each rental period. Booking is confirmed upon receipt of deposit and this agreement signed by both Tenant and Grange. Amounts shall be charged against the deposit for cost to repair or clean-up of any damages that occur while the premises are rented. Possible damages include items in Section 19 but are not limited to these items. The deposit money may not be used to pay the rent.
- CANCELLATION:** Either party reserves the right to cancel upon 90 days written notice prior to the event. If Grange initiates the cancellation, the \$300.00 deposit will be refunded in full. If the cancellation is initiated by the Tenant within 90 days prior to the event, the Tenant's \$300.00 deposit will be forfeited.
- LIMITED USE OF PREMISES:** The Grange is responsible only for furnishing heat, water, light, space, and the facilities in the building. The Grange is not required to furnish any equipment more than its present facilities. Tenants shall furnish any extra equipment required. Dishes, pans, and other cooking utensils are not included.
- LIQUOR:** Champagne is the only alcoholic beverage authorized for consumption in the Grange Hall and its compound, by order of the California State Grange, Inc. To prevent spills in the Main Hall dance floor, the Champagne can only be consumed in the Dining Hall. The deposit of \$300.00 shall be forfeited in its entirety if the Tenant and/or his guests are

found to have served/consumed any other alcoholic beverages in the Grange Hall and/or its compound.

6. **EMPLOYMENT:** Tenants shall furnish all persons hired for any special services, such as waitresses, helpers, or any other employees required. Tenant shall pay for all employment, Social Security, withholding & other taxes due in connection therewith, and shall carry Workers Compensation insurance covering all such employment.
7. **PROPERTY:** The Grange is not responsible for personal property or effects of any kind brought into the Grange Hall and its compound by the Tenant or by any person invited therein by the Tenant.
8. **INSPECTION:** The Grange Master, other officers and any Grange Member may inspect the Grange Hall and its compound at any time even while the Tenant's function is still in progress. The Grange remains the authority to terminate the Tenant's function and to summon the Police Department's assistance to effect said termination if the function does not comply with reasonable rules of conduct and/or fulfill the purpose or which the Grange Hall was rented. The Grange representative's decision will be binding upon all parties in this contract.
9. **FIRE CALAMITY:** In case of fire, other calamity and/or natural disaster resulting in damage to the premises which (Will interfere with the use of the space, the parties to the contract shall each be entitled to cancel the function on notice.
10. **DAMAGE:** Tenants shall surrender possession of the premises and facilities rented or leased, in good condition, and shall be responsible for breakage to fixtures or damage to premises occurring during its occupancy, however caused. Prior to the event, Tenants are entitled to a walkthrough of the facility, document existing defects, and bring these to the Rental Chairman's attention. Cost of breakage to fixtures or damage to premises, unless it was documented to be an existing breakage or damage from the walk through, shall be determined by the Grange and shall be paid for by the tenant.
11. **TENANT TO HOLD GRANGE HARMLESS:** It is agreed that the Tenant hereby covenant and agree to hold the Grange harmless, and the Tenant shall defend, indemnify the Grange and all its Officers from any and all claims, losses, liability, demands, suits, judgements, including attorney fees, legal costs brought against the Grange by the Tenant and guests for damages, injuries or deaths arising from or in connection with the occupancy and use of the Grange and its premises. The Tenant agrees to obtain necessary Public Liability Insurance to protect the Grange from being liable in case of injury and or death of Tenant, guests, and visitors attending the Tenants function. The Grange shall be named on the Tenant's liability insurance policy as an additional insured for any or all liabilities arising from the use of the Grange by the Tenant.
12. **ORDINANCE AND LAWS:** Tenant shall not commit any act in violation of any ordinance, law, or statutes; nor permit any public or private nuisance upon said premises; nor permit or maintain anything thereon which may endanger the same or increase the danger of fire or the rate of fire insurance; and in any case through any act or acts of the Tenant such rate of fire insurance is increased, the addition or extra rate shall, upon it becoming due paid by the Tenant.
13. **VIDEO SURVEILLANCE SYSTEM:**
  - A) The Grange is equipped with video cameras to deter illegal or unlawful activities that may occur within its premises, inside the building and parking lot.
  - B) Pictures (Videos) are taken in real time by the cameras and save to our iCloud providers. The Grange strongly recommends for the tenant to be vigilant and report any illegal or suspicious activities to any officers or call (408)365-4773.
14. **PAYMENTS:** Full rental payment is required 30 days prior to the event. There will be a late charge of 20% (twenty percent) added to the amount due after 7 (seven) calendar days from the due date. A fee of \$50.00 (fifty dollars) will be charged for any returned checks
15. **RENTAL AGREEMENT OFFER:** This application is an offer to take effect as a Rental Agreement; upon being approved by

a Grange Officer or Rental Chairman on behalf of the Executive Committee of Mt. Hamilton Grange #469.

- 16. CREDIT CHECK: Tenant authorizes the Grange to obtain a credit report if DEEMED NECESSARY, said report is to be at Tenant's expense. It will be deducted from the deposit.
- 17. TIME: Time is of the essence in this agreement.
- 18. RESPONSIBILITY: It is agreed that the person signing this document and/or Organization represented will be held liable for the terms of this contact in its entirety.
- 19. RENTAL APPLICANT DECORATING, CLEAN UP & GENERAL RESPONSIBILITIES- Please refer to the last page of the Mt. Hamilton Grange #469 Rental Agreement.
- 20. **REGULAR RENTERS: "Read & Initial required"**
  - A. Rent is due on the first of every month.
  - B. In any case you are not able to conduct your event/meeting/class, etc. on your scheduled time you are still responsible for your Rental Fee for that missed date, with the exception of Holidays.

Renter or responsible host initial \_\_\_\_\_ Date: \_\_\_\_\_

- 21. **ALL RENTERS: "Read & Initial required" COVID-19 Directives Agreement.**
  - A. You agree to enforce as a host "Indoor Masking" during your entire event, MHG469 is in compliance with the State and or County COVID-19 directives, violation is severe which means you will be also under this contract liable, fine or even imprisonment.
  - B. In any case you are not able to comply during your event, and there is enough evidence to prove your COVID-19 directives violation, an officer or member of the grange can order your event to be stop or closed the grange and even to the extent of calling the police. Your cooperation is highly appreciated during this difficult time. Let us continue to be safe and enjoy our life and our celebration.

By your initial and signature that you understand and agreeing to this binding rental contract.

Renter or responsible host initial/signature \_\_\_\_\_ Date: \_\_\_\_\_

22. RENTAL AGREEMENT EXECUTION

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Signature of Responsible Tenant \_\_\_\_\_ Date \_\_\_\_\_

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Rental Chairman of Mt. Hamilton Grange #@469 \_\_\_\_\_ Date \_\_\_\_\_

## **RENTAL APPLICANT DECORATING, CLEAN UP & GENERAL RESPONSIBILITIES**

### **A. Decorating & General Responsibilities (*Please Initial*)**

- \_\_\_ 1. No food or drinks in the Main Hall except bottled water with replaceable cap or lid.
- \_\_\_ 2. Chewing and bubble gum are strictly prohibited.
- \_\_\_ 3. No staples, screws, nails, tacks, scotch tape, or sticky materials on the walls and floors. Use only masking Tape or Painters tape when decorating.
- \_\_\_ 4. To prevent scratches on the floors, especially the dance floor, do not drag chairs, tables and equipment on the floor. Games and other activities that may scratch and/or mark the dance floor are not allowed.
- \_\_\_ 5. No chemicals, open flames, and/or combustible materials are allowed in the building. Sterno is allowed.
- \_\_\_ 6. No smoking anywhere inside the building.
- \_\_\_ 7. Use only small candles on cakes (birthday/anniversary/retirement/special cakes).
- \_\_\_ 8. No loose and/or flying balloons.
- \_\_\_ 9. The piano must not be moved from its present location.
- \_\_\_ 10. No pets allowed in the building
- \_\_\_ 11. For safety reasons, children must have adult supervision, especially when they are running & playing. Climbing trees in the Grange premises is strictly prohibited
- \_\_\_ 12. Do not cover any of the following items: Video Monitors; Picture of Officers in the Front Lobby; Exit Signs; Occupancy Signs, and No Food or Drinks Sign in the Main Hall.

### **B. Clean Up Responsibilities (*Please Initial*)**

- \_\_\_ 1. Remove all decorations & equipment after the event.
- \_\_\_ 2. Remove and clean up any dirty mess that you and your guests have caused on the tables, floors and walls.
- \_\_\_ 3. Fold all chairs and tables and place them in their proper storage racks.
- \_\_\_ 4. Completely clean the kitchen area: This includes wiping down all the counters, cleaning the sink so it is free from food and debris, and cleaning/wiping the stove and other kitchen appliances.
- \_\_\_ 5. Do not leave any food/drink in the refrigerator or freezer.
- \_\_\_ 6. Put all trash in the garbage cans and into the dumpster.
- \_\_\_ 7. Turn off the heating and/or air conditioning system after the function.
- \_\_\_ 8. Turn off all the lights, fans and video monitors after the function.
- \_\_\_ 9. Take with you all your belongings and valuables.
- \_\_\_ 10. Close all the windows and lock all doors after the function.
- \_\_\_ 11. Complete your clean up duties and vacate the building by the time specified in the contract:
  - a.) If after the event, additional maintenance is required other than what is considered normal, you will be charged accordingly
  - b.) If the facility is not vacated by the indicated end time, portions of your deposit will be forfeited
- \_\_\_ 12. Leave the Grange facility clean and orderly for the next Tenant's use.