

ONE TIME RENTAL AGREEMENT – ALCOHOL EVENT

This One Time Rental Agreement – Alcohol Event (“Agreement”) is between _____ Lodge No. _____, Ancient Free and Accepted Masons of Oregon (“Lessor” or "Lodge"), and _____ (“Lessee”).
The Grand Lodge of AF & AM of Oregon ("Grand Lodge") is located at 2150 Masonic Way, Forest Grove, OR 97116.

RECITALS:

A. Lessor is a subordinate Lodge of the Grand Lodge and owns the Lodge located at _____, _____, Oregon _____, _____.
(Address) (City) (Zip) (Telephone)

B. Lessee is/are an individual or individuals, or an entity located at _____, _____, Oregon _____, _____.
(Address) (City) (Zip) (Telephone)

(Email Address)

C. Lessee desires to rent from Lessor the Lodge on _____, 20____
(Date)
from _____, ____ .m. to _____, ____ .m. for _____
(Time) (Time) (Type of Function/Event)
a _____ function/event.
(Private/Business)

D. Lessee desires to have alcohol or alcoholic beverages served or consumed within the Lodge during all or part of the time Lessee is renting the Lodge from Lessor.

E. Subject to the agreement of Lessee to all of the terms and conditions of this Agreement, Lessor agrees to rent the Lodge to Lessee pursuant to all of such terms and conditions.

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement as a material and substantive part of this Agreement.

2. Service or Consumption of Alcohol. Lessee may serve alcohol or alcoholic beverages in the Lodge, excluding the Lodge Room Proper (defined in Section 2.6), during the time Lessee is renting the Lodge from Lessor, and alcohol or alcoholic beverages may be consumed during such time only under compliance with all of the following conditions in this Section 2 and its subsections, and in compliance with all of the other terms and conditions of this Agreement:

2.1 Third Party Server. Lessee must hire and use a licensed and insured third party server of alcoholic beverages, at Lessee's sole cost and expense. Lessee shall not sell or serve any alcoholic beverages. The professional server and the Lessee shall be jointly and severally liable, together with the person signing this Agreement, for any damages.

2.2 Server's License. Lessee shall provide Lessor with a copy of the server's license, which shall be received by Lessor not less than 30 days before the date of the event. Lessor is required to forward a copy of the server's license to the Grand Lodge office at 2150 Masonic Way, Forest Grove, OR 97116 so that it is received in the Grand Lodge office not less than 10 days before the event.

2.3 Liquor License Insurance Policy. Lessee shall obtain at Lessee's sole cost and expense a liquor license insurance policy in the amount of one million dollars (\$1,000,000) naming the Lodge as the insured, and the Grand Lodge, as additional insured, which insurance policy shall be received by Lessor not less than 30 days before the date of the event. Lessor is required to forward a copy of the liquor license insurance policy to the Grand Lodge office so that it is received in the Grand Lodge office not less than 10 days before the event.

2.4 No Charge to Lessee's Guests or Patrons. There shall be no charge for, or fee applied to, the serving of alcohol or alcoholic beverages to any user of the Lodge facility; provided, however, that Lessee shall pay Lessor the rental and deposits set forth in this Agreement.

2.5 Member of Lodge Present. At the discretion of the Trustees of the Grand Lodge, a member of the Lessor Lodge must be present at all times during the function or event.

2.6 Lodge Room Proper. Lessee and Lessee's guests, patrons, and invitees shall not serve or consume alcohol or alcoholic beverages in the Lodge Room Proper. The Lodge Room Proper is that portion of the Lodge where the Lodge is opened and degrees are conferred.

3. Rent; Deposit. A \$____ non-refundable deposit toward rent is due and payable by Lessee to Lessor at the time this Agreement is signed. The balance of the rent, \$_____, is due and payable by Lessee to Lessor at least 10 days prior to the event.

4. Damage/Cleaning. In addition to the deposit and rent in Section 3, at the time of execution of this Agreement, Lessee shall provide Lessor with a deposit of \$_____ for

damage/property loss/clean up. Within 20 days after the date of the event, this deposit minus any rent due, charges for damages, property loss or clean up resulting from Lessee's use of the Lodge will be returned to Lessee.

5. Cancellation. Lessor shall have the right, at its option, to cancel this Agreement if the rent, any deposits, insurance policies and/or server's license are not timely paid and/or timely provided when due to Lessor or the Grand Lodge. No money or deposit will be refunded upon any such cancellation, and/or if Lessee does not use any of the Lodge facility rented to Lessee. Any failure by the Lessee to pay rent or any other charges, or to comply with any of the terms or conditions of this Agreement shall, at the sole option of Lessor, result in immediate termination of this Agreement and forfeiture of any deposits or money paid.

6. Indemnity. Lessee and the individual(s) signing this Agreement for the Lessee jointly and severally agree to indemnify and hold harmless Lessor and the Grand Lodge and their respective employees, board members, officers and agents from and against any damages, losses, liabilities, claims, lawsuits, judgments, and/or attorneys fees arising out of or related to this Agreement or the use of the Lodge by Lessee, its guests, patrons, invitees, owners, or any other persons. The foregoing indemnity applies, without limitation, to any and all damages and losses that arise or arose or resulted from the function or event, or from the failure to perform the responsibilities of Lessee in this Agreement.

7. Release of Liability. Lessee and the individual(s) signing this Agreement for the Lessee jointly and severally release the Lessor and the Grand Lodge and their respective employees, board members, officers and agents from and against all liability during and/or resulting or arising from the scheduled function or event. Lessee and the individual(s) signing this Agreement for the Lessee assume all risk of damage to property and injury to persons in or about the Lodge from any cause and hereby release and waive all claims against the Lessor and the Grand Lodge and their respective employees, board members, officers and agents for any damages.

8. Time Essence. Time is of the essence in the payment and performance of each of the terms and conditions of this Agreement.

9. Applicable Law. This Agreement shall be construed in accordance with Oregon law.

10. Assignments; Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of Lessor and Lessee, and their respective successors and assigns; provided, however, Lessee shall have no right to assign this Agreement or delegate any of its duties or responsibilities in this Agreement.

11. Notices. All notices and deliveries required or provided for in this Agreement shall be in writing and addressed to Lessor or Lessee, and shall be delivered or mailed by first class mail, return receipt requested, to the address of Lessor or Lessee, as appropriate, set forth in this Agreement.

12. No Disability Accommodation. Lessee agrees to all of the above stated terms with the complete understanding that the Lodge facility does not provide any disability accommodations.

13. No Smoking; No Weapons; No Illegal Drugs. Lessee agrees and understands that the Lodge has a policy of NO SMOKING and NO WEAPONS and NO ILLEGAL DRUGS anywhere within the Lodge, and that Lessee shall not permit its patrons, guests, or invitees to smoke or to possess or consume illegal drugs, or to carry or otherwise have weapons in the Lodge. The word “weapons” includes, without limitation, firearms, knives, and hazardous or dangerous substances.

14. Survival. The terms and conditions of this Agreement shall survive the termination of this Agreement, and shall be fully enforceable thereafter in accordance with such terms and conditions.

15. Use of Lodge. The Lodge may be rented and used by Lessee and its patrons, guests, or invitees solely for the function or event in Recital C, and shall not be used for any other purposes, including without limitation, any activities or purposes which are illegal, indecent, obscene, immoral, or offensive to the public, or otherwise in violation of this Agreement. Lessee shall comply with all applicable laws in its use of the Lodge.

16. No Removal of Property. Neither Lessee nor any of its patrons, guests or invitees shall at any time remove from the Lodge any furnishings, equipment or other property, nor shall any of the foregoing displace or tamper with any such property in any manner.

17. No Responsibility for Loss of Property. Lessor and the Grand Lodge, and their respective employees, board members, officers and agents shall not be responsible or liable for any loss or damage to any property belonging to Lessee, its patrons, guests, invitees, members, agents or representatives, and Lessee shall indemnify and hold harmless Lessor and the Grand Lodge and their respective employees, board members, officers and agents therefrom, including without limitation any costs or attorneys fees which are or might be incurred by Lessor, the Grand Lodge, and their respective employees, board members, officers and agents in defense of any such claim of loss or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

_____ Lodge No. _____
(Lessor)

(Lessee)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____