



**Benevolent and Protective Order of Elks
Lodge #1753**

1851 E. Hawthorne
P.O. Box 367
Colville, WA 99114
(509) 684-2621
1753bulletin@gmail.com

Facilities Lease Agreement

This lease agreement is hereby made between the Colville Elks Lodge #1753 and _____ (Hereto known as the Lessee) on _____(month), _____(day), _____(year). The lease of this facility and/or equipment as specified on the attached page(s) is for the Lessee's **event to be held on** _____(month), _____(day), _____(year), from _____ a.m. / p.m. to _____ a.m. / p.m.

Lessee information:

Address: _____ City: _____ State: _____

Zip Code: _____ Day Phone: (_____) _____ Evening Phone: (_____) _____

Email Address: _____

Event Type: _____ Estimated # of people attending: _____

Lodge Room set up Date/Time: _____ a.m. / p.m. to _____ a.m. / p.m.

Kitchen Use: Yes _____ No _____

Kitchen use Date/Time: _____ a.m. / p.m. to _____ a.m. / p.m.

Catering for the Event: Yes _____ No _____

Lessee shall purchase ALL alcohol from the Elks and must be served by an Elks bartender. Indemnify and hold harmless the Elks, its officers, agents, and employees from and against any and all suits, claims, actions, losses, costs, penalties, and damages, of any kind or nature, including attorney's fees arising out of , in connection with or incidental to the activities of the Lessee, except that caused by the sole negligence of the Elks. The Lessee further agrees to provide the Elks with a certificate of insurance for

general liability naming the Colville Elks Lodge #1753 as an additional insured and showing \$500,000 in general liability at least seven (7) days prior to the event date. Such coverage and certification must be issued without disclaims or any limitations or the event will be cancelled.

If you choose to use the services of a caterer you will also need provide a copy of the caterer's license and comply with the insurance requirements, specifically The Lessee further agrees to provide the Elks with a certificate of insurance for general liability naming the Colville Elks Lodge #1753 as an additional insured and showing \$500,000 at least seven (7) days prior to the event date. Such coverage and certification must be issued without disclaims or any limitations or the event will be cancelled. This items must be sent to the Colville Elks Lodge #1753 no later than a week (seven days) prior to the event.

NOTICE: BY STATE LAW NO ALCOHOLIC BEVERAGES OF ANY KIND ARE TO BE BROUGHT INTO THE LODGE BUILDING OR ON TO THE LODGE GROUNDS AT ANYTIME BY THE LESSEE OR THEIR GUESTS. NO ALCOHOL MAY BE SERVED TO MINORS AND NO ALCOHOL MAY LEAVE THE PREMISES.

Below listed fees are based on a “per event” rental schedule, there will be no monthly or annual rental agreements of the Lodge facilities.

Deposits and Rental Fees*:

Member fees:		Non-Member Fees:	
Lodge Room Rental:	\$150.00 _____	Lodge Room Rental:	\$250.00 _____
Cleaning / Damage Deposit (Refundable):	\$200.00 _____	Cleaning / Damage Deposit (Refundable):	\$200.00 _____
Kitchen Rental:	\$75.00 _____	Kitchen Rental:	\$100.00 _____
Cleaning / Damage Deposit (Refundable):	\$75.00 _____	Cleaning / Damage Deposit (Refundable):	\$75.00 _____
½ Deck Rental (to include gas grill):	\$100.00 _____	½ Deck Rental (to include gas grill):	\$150.00 _____
Cleaning / Damage Deposit (Refundable):	\$75.00 _____	Cleaning / Damage Deposit (Refundable):	\$75.00 _____
Extra Bartender(s):	\$100.00 _____	Extra Bartender(s):	\$125.00 _____
Multiple Space Deposit	\$250.00 _____	Multiple Space Deposit	\$250.00 _____
Miscellaneous:	_____	Miscellaneous:	_____
Additional Fees:	_____	Additional Fees:	_____
Total Due:	_____	Total Due:	_____
25% Deposit to hold date	_____	25% Deposit to hold date	_____
Total Balance Due:	_____	Total Balance Due:	_____

***Schedule of fees are to subject to change from time to time.**

RENTAL FEES: The total rental fee(s) are due and payable at least thirty (30) days prior to the scheduled event unless other arrangements have been made and are as defined in this Agreement. Additional services are outlined in the payment section of the Agreement. Any associated fees collectively become defined as part of the rent in this Agreement.

CANCELLATION POLICY / FORFEITURE OF DEPOSIT: Rental fees paid in advance, as required by this Agreement, are subject to forfeiture if the Lessee cancels the scheduled event. Cancellations shall be received by the Colville Elks Lodge #1753, in writing, not less than thirty (30) days prior to the date of the scheduled event. Refund of any rental / deposit fees due to cancellation will be honored minus a \$25 (twenty-five dollars) cancellation fee if written notice is received thirty (30)

days prior to the scheduled event.

DEPOSIT: The security deposit, subject to the conditions in this Agreement, will secure the performance of this Agreement and/or serve as a fund for the Colville Elks Lodge #1753 to obtain payment for damages caused by the Lessee during his/her occupancy.

RETURNED CHECKS AND BANK CHARGES: If any check offered by the Lessee to the Colville Elks Lodge #1753 in payment for rent and/or deposit under the terms of this Agreement is returned for insufficient funds, stop-payment order, or any other reason, the Lessee will pay the Colville Elks Lodge #1753 a returned check fee of \$30 (thirty dollars) in addition to all fees due under this Agreement and any bank fees related to any insufficient funds checks returned to the Colville Elks Lodge #1753.

REFUND POLICY

Cleaning/Security deposit: A Cleaning/Security Deposit is collected (separate check) in addition to the total rent and service fees in advance and will be refunded after the scheduled event and in accordance with all terms of this Agreement. Any and all clean-up after the scheduled event is the sole responsibility of the Lessee. The Lessee is to return indoor facilities, outdoor deck area, parking lot and lawn to their original condition or better. General clean-up is defined as sweeping, mopping floors, cleaning off all tabletops and surface areas removing all debris and decorations, removing all garbage bags from waste bins and transporting such to designated outdoor dumpster, and returning all tables and chairs to original locations.

- After completion of scheduled event, a Lodge appointed agent will perform an inspection of the facility and/or equipment for cleanliness and damage.
- If necessary, any compensation for additional custodial charges will be deducted from the cleaning deposit.
- If damage, theft, loss or accident, inside and/or outside of the facility is found as having been associated with the Lessee's event, the deposit will be forfeited in its entirety or in part. If deposit is insufficient to offset said damages, the Lessee will be billed for the amount not covered by the deposit at "replacement value" or applicable rates and will be due upon receipt.

TERMS OF TENANCY: The use of the rental facility is restricted to the date and time stated in this Agreement. Beverage service must cease at 1 a.m., and the rental property must be vacated by the times stated unless prior consent has been given by the Lodge's appointed agent.

LODGE ROOM:

- We adhere to a STRICT NO SMOKING POLICY IN THE LODGE ROOM AND LOUNGE. Smoking is allowed outside on the deck and parking lot area, but must be 25 feet away from all doorways and air intake systems. Please be considerate and dispose of cigarette/cigar butts in the proper receptacles.
- Absolutely no decorations are permitted on the Elk's heads in the building.
- Candles are not permitted
- Tacks, nails, screws, brads, or staples, etc. cannot be used on the walls, columns, ceilings, floor or furniture. Please discuss decoration arrangements with the Lodge's appointed agent in advance. Cake stands, live plants, card boxes, archways and/or any other decorative items must be removed from the facility at the conclusion of the event unless other arrangements are made.
- Due to safety factors and extra cleaning involved, the use of confetti, glitter, silly string, bird

seed, rice, etc., is prohibited in the building and on the grounds.

- Standing on tables and/or chairs is not permitted.
- Absolutely no salt, corn meal, or dance beads, etc. is permitted on the dance floor.
- Fog machines are not permitted.
- All DJ and band equipment must be removed from the building at the conclusion of the event unless prior arrangements have been made.
- The Colville Elks Lodge 1753 is not responsible for any items left overnight.
- The Elks Star or any other Emblems, pictures or equipment shall not be removed from the Lodge Room or their location in the Lodge Room.

Lessee's Initials: _____

KITCHEN: If the Lessee chooses to use the kitchen under this Agreement, the use of appliances is at the sole risk of the Lessee.

- Refrigerator space may be available at the Lodge's discretion. All food items from the event must be removed from the premises at the conclusion of the event.
- Lessee must provide their own plates, flatware, napkins, etc. unless other arrangements are made and approved by the Lodge's appointed agent.
- When the kitchen is leased, all kitchen items, including but not limited to coffee pots, dishes, utensils, and/or other equipment will be washed and returned to their proper storage areas.
- All sinks, tables, and working surfaces will be cleaned after use.
- All floors will be swept and mopped at the completion of kitchen use.

Lessee's Initials: _____

PARKING: All parking must be in designated areas of the parking lot. Parking on grassy areas is not permitted. Please do not park in the designated handicapped parking space without proper parking permits.

CONDUCT AND DISTURBANCES: Lessee and guests or invitees will not use the premises or adjacent areas in such a way as to violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs, acts of illegal gambling, or acts of lewd or indecent conduct: the acts in violation of state, local and/or federal laws; or acts which created a nuisance by annoying, disturbing, inconveniencing or interfering with the enjoyment and/or peace and quiet of others.

DAMAGE, MISUSE AND/OR NEGLECT: If damage, misuse, and/or neglect occur, the deposit(s) will be forfeited. If damages exceed the amount of the deposit, the Lessee will be billed for the excess costs incurred for repair, replacement value and/or clean-up of the Lodge and/or grounds. The Lodge's appointed agent will be the initial judge as to whether damage, misuse, or neglect has occurred during the use of the Lodge. If such is found to have occurred, the matter will be presented to the Board of Directors for further action.

RIGHT OF REFUSAL: The Board of Directors of the Colville Elks Lodge #1753 reserves the right to refuse the use of its facilities to any person(s) and/or organization(s) and to evict any person(s) and/or organization(s) for misconduct or other reason in the best interest of the Lodge.

Signature of Leasing Agent: _____ **Date:** _____
(Lessee must be at least 21 years of age.)

The Lessee understands they are responsible for the payment of deposit(s) and rental fee(s) as stated in this Agreement. The Lessee hereby agrees that he/she has read this Agreement in full and understands all of the terms within and agrees to all terms and conditions of this agreement. Lessee acknowledges receipt of a completed copy of this Agreement.

Printed Name of Leasing Agent: _____

Signature of Lodge's Appointed Agent **Date:** _____



**Benevolent and Protective Order of
Elks**

Lodge #1753

1851 E. Hawthorne

P.O. Box 367

Colville, WA 99114

(509) 684-2621

1753bulletin@gmail.com

Indemnification and Release of Liability Agreement

This Lease Agreement has been entered into on _____
_____, _____

(Month)

(Day) (Year)

by _____ (Lessee) and the Colville Elks Lodge #1753 at 1851 E. Hawthorne St., Colville, WA, 99114. The Lessee, _____, and all of their guests agree that they will indemnify and see harmless the Colville Elks Lodge #1753 against any and all claims, liabilities, penalties, damages, expenses, and judgments for any injuries or accident to persons or properties of any nature or kind, and however caused, which may occur upon any premises owned by the Colville Elks Lodge #1753, including attorney fees, that may be incurred by the Colville Elks Lodge# 1753, whether suit is filled or not, in defense of any claim, and whether or not the same be covered by insurance.

Lessee's Initials: _____

You agree that if you or any of your guests use any part of the premises referred to as the Colville Elks Lodge #1753, you do so at your own risk. This included but not limited to the use of the Lodge facilities, parking area, sidewalks, patio area, deck area, and any equipment sorted and/or used at the facility. You agree that you are voluntarily using these facilities and these premises and assume all risk of injury to you and/or your guests, the contraction of any illness or medical condition that may result, personal representatives, heirs, executors, administrators, agents or others acting on your behalf, to release and discharge the Colville Elks Lodge #1753 and our affiliates, employees, agents, representatives and others action on our behalf from any and all claims or causes of action (know or unknown) arising out of our negligence. This Agreement, in its entirety, includes but is not limited to

injuries which may occur as a result of (a) your use of any of the equipment or facilities which may malfunction or break, (b) improper maintenance of any equipment or facilities and (c) you slipping and/or falling while on the premises or using the facilities.

You acknowledge that you have carefully read this Agreement in its entirety and fully understand that it is a release of liability. You are waiving any right you have to bring legal action to assert a claim against the Colville Elks Lodge #1753 for our negligence during your and/or guests time in total: leasing, occupying and using the premises and/or equipment.

Lessee's Initials: _____

Is proof of insurance attached? Yes _____ No _____ N/A _____

Signature of Leasing Agent: _____ Date: _____

Printed Name of Leasing Agent: _____

Signature of Lodge's Appointed Agent Date