

RENTAL AGREEMENT FOR REGULAR USE OF THE EMPIRE GRANGE HALL

I. Contact Information

Today's Date: _____

Renter (primary contact): _____

Renter's Group Name (optional): _____

Renter's Address: _____

Renter's Phone Number: _____

Renter's Email: _____

** List additional Authorized Renters and Contact Information on the signature page(s)*

Initial **Event Booking(s)** (other bookings to be scheduled through the Rental Manager)

Day(s) of Week: _____

Time Slot(s): _____

Repeat(s): _____

Premises: [Empire Grange Hall, 2306 W. Mulberry Street, Fort Collins, CO](#)

Website: <https://www.empiregrange.org/>

Schedule: <https://empiregrange.skedda.com/>

Rental Contacts:

Rental Manager: (scheduling, payments, building)	Deryl Keney	(970) 223-5362	Deryl.Keney@colostate.edu
Assistant Rental Manager: (lives next door for immediate help)	Lorraine Dunn	(970) 493-1009	LorraineDunnFC@gmail.com

II. Premises and Owner

The Empire Grange Hall, referred to hereafter as the "Grange Hall," is an historic brick building, constructed in 1911, located at 2306 W. Mulberry Street, Fort Collins, CO. The Owner of the Grange Hall is Empire Grange, Incorporated, aka Empire Grange #148, referred to hereafter as "Empire Grange." Empire Grange is a community-level subordinate of the fraternal organization *National Grange of the Order of Patrons of Husbandry*, simply know as the "Grange." The Empire Grange is a nonprofit 501(c)(5) organization that seeks to support the local community through agricultural awareness programs and the stewardship of our historic Grange Hall.

The Grange Hall is located in a residential area. The Empire Grange is committed to respecting the rights and needs of our Grange Hall neighbors and preserving this historic landmark by providing rules governing the use of the Grange Hall set forth in this Rental Agreement.

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III. Parties, Purpose and Areas of Use

This is a Rental Agreement between the **Empire Grange** and **Renter** for use of the **Premises** during Renter's regularly-scheduled **Event Booking(s)**.

Renter seeks to use the building for community or private functions, under the terms described herein, for a fee. Fee includes use of the parking area in the rear of the building during the rental period **for parking only**. Renter may not conduct activities outside of the Grange Hall building. Renter agrees to follow all Grange Hall rules contained herein and posted at the Grange Hall. Renter will have exclusive use of the upstairs of the Premises and audio-visual (sound) equipment during the term of the Renter's event. Renter may use the basement for limited activities and areas: restroom facilities; limited food reheating and preparation; refrigerator storage for the duration of the event; basement sink for cleaning; use as a changing area. The windows in the basement do not open, and there is only one exit doorway, thus proper egress for fire evacuation is limited. Because of this, Renter's group should restrict major activities to the upstairs. The Grange may at times request use of the basement concurrent with Renter's event to conduct Grange business. Renter will be notified in advance of such use.

IV. Rental Payments and Rates

Payments shall be made via cash delivered directly to Rental Manager, checks made payable to: **"Empire Grange" and mailed to:**

Deryl Keney
3255 Silverthorne Dr
Fort Collins, CO 80526-2727

-or- via electronic P2P payment by *Zelle* or similar to the email **Payments@EmpireGrange.org**
Payments requiring a transaction fee for businesses, such as PayPal and Venmo, are not supported at this time. Contact Erich Stroheim at **Erich@rams.colostate.edu** for support.

Payment Schedule: Due in advance on the first day of the month for all bookings of that month.

Rental rates are subject to change with at least one-month notice to Renter prior to change taking effect.

Please visit **<https://www.empiregrange.org/event-space-rental/>** for current rental rates.

The Empire Grange utilizes the *Skedda* online space scheduling platform for hall rental. Skedda is the official rental calendar. Renter should verify that all Renter's bookings for Grange Hall rental are accurate and complete at **<https://empiregrange.skedda.com>**. As a regular renter of the Grange Hall, Renter will be issued an Empire Grange Skedda account and instructions on its usage. Renter must contact Rental Manager to change or add new booking(s). Renter should ensure that the email and phone contact information provided in Renter's Skedda account are accurate and current. The Empire Grange will use this information to contact Renter periodically about bookings and to provide Grange Hall information. Personal information of Renter provided in Skedda is private; only authorized Empire Grange personnel will access it.

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V. Cancellation Policy

Renter pays in advance for the entire month, which holds that time slot for Renter. If Renter fails to reserve and pay in advance for a regular booking time slot, it may be rented to others. Contact Rental Manager as soon as possible if a cancellation is necessary, and cancel that booking in Skedda. Renter should notify Rental Manager and cancel bookings in Skedda in advance of the first day of the next month for any holiday and/or vacation/pause days upon which Renter will not use Renter's booking(s) to avoid being charged for unused bookings. Grange will not refund money after the start of the current month rental period except in the following circumstances:

- 1. Weather-Related Cancellation:** Event cancellations resulting from extreme weather or other unforeseen circumstances, including, but not limited to, public health orders restricting gatherings, will be fully refunded or credited. Please make a request for refund or credit to the Rental Manager as soon as possible.
- 2. Grange-Cancelled Booking:** In order for the Empire Grange to carry out its mission, it may be necessary for the Empire Grange to cancel rental booking(s) one to two times per calendar year for maintenance items such as floor refinishing or repairs, or special Grange events. The Empire Grange will give as much notice as possible and will take reasonable efforts to avoid canceling any of Renter's bookings.

VI. Damage Deposit

Renter shall provide a \$ _____ damage deposit at the time of signing of this agreement, which will be refunded at such time that the Rental Manager determines the Grange Hall is not at risk of damage from Renter's usage. If the Grange Hall is damaged by Renter's actions, then the Empire Grange may terminate Renter's use of the Grange Hall immediately, or, if not terminated, then the Empire Grange may deduct from the damage deposit the amount needed to repair the damage sustained and request additional funds for repair and as a new damage deposit at the Empire Grange's sole discretion.

VII. Obligation to Enforce Rules

It is the obligation of Renter to understand all Grange Hall Rules contained in this agreement and posted in the Grange Hall and to enforce these rules with any and all attendees, workers, and guests at the Grange Hall during Renter's occupancy periods. The primary Renter and all Renters listed on this agreement are responsible for any violations of these rules perpetrated by attendees, workers, guests, and anyone else admitted to the Premises by Renter during the occupancy periods. Renter is responsible to staff Renter's events adequately such that all rules and policies can be followed and enforced. Renter shall be responsible for any damage to the Premises, including, but not limited to, grounds, Grange Hall, furnishings, floor, windows, doors, and audio and video equipment incurred during the time it is being occupied by Renter. The Premises should look the same, or better, when Renter leaves as they did when Renter arrived. Renter is responsible for leaving the Premises in good condition and agrees to follow all instructions posted at the facility.

The purpose of the rules is to ensure the physical safety and well-being of all Grange Hall users and occupants, to protect the Grange Hall from damage, and to reduce additional and unnecessary expenses.

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The Empire Grange has the right to amend the Agreement's Rules at any time with notification to Renter in writing.

VIII. Grange Hall Rules and Renter's Responsibilities While Renter is Occupying the Premises

Please refer to **VII Obligation to Enforce Rules.**

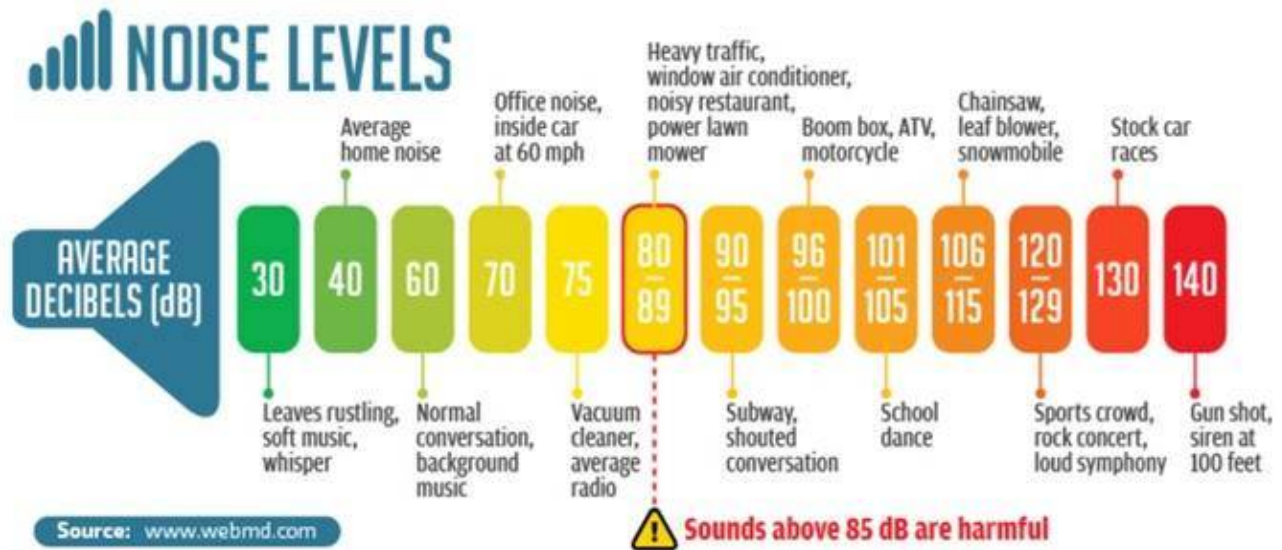
1. **Damage:** Any damage to the Empire Grange Premises incurred while Renter and/or persons admitted to the Premises by Renter are occupying the Premises is grounds for immediate termination of this agreement and could result in the banning of Renter and Renter's associates from further use of the Grange Hall, at the sole discretion of the Empire Grange, and may result in loss of any damage deposit provided.
2. **Shoe Policy:** Take adequate measures to preserve the wood floor of the Grange Hall. Only soft-soled, non-marking shoes of leather or rubber that will not damage, gouge, or mark the floor are allowed, **NO EXCEPTIONS.** Taping of shoes with metal, fiberglass, or other hard elements on the soles (e.g. Flamenco-style nails, taps, hobnails, loose boot heel nails, etc.) as an alternative is NOT ALLOWED. Carefully clean shoes at the entrance to the building before using the Grange Hall to avoid bringing in rocks and dirt that may scratch the floor surface. Consider asking members of rental group to bring a clean pair of shoes to wear in the building instead of wearing dirty or wet street shoes. **Violation of Shoe Policy will result in immediate loss of the use of the Grange Hall.**
3. **No Sublease of Rental Periods, and Renter Must Be Present During Events:** The person to whom the Grange Hall is rented must be present at all times at the Grange Hall during the entire rental period when persons in the rental group are occupying the Grange Hall. Use of the Grange Hall cannot be assigned or subleased to a different group. The Empire Grange may terminate Renter's use of the Grange Hall for assigning a rental period to a different group or person or failing to be present with the rental group during the entire rental period.
4. **Occupancy Limited to Rental Period:** Renter should respect other renters' booking times by not entering the Grange Hall before the start of Renter's booking period and by promptly exiting upon the conclusion of the Renter's booking period. If Renter requires extended time for setup and teardown, then Renter should book additional rental time. Renter may craft arrangement(s) with renters of previous and/or subsequent back-to-back booking(s) to arrive early or stay late for shared setup and/or cleanup time.
5. **Occupancy Limit:** As an historic landmark older than a century, the Grange Hall has been granted certain provisions to operate as a business without complying to all modern building code standards. As such, fire codes limit usage of the building as follows:
 - a. **50 persons occupancy limit in the building.** This total includes all attendees, counting all guests, organizers, staff, caterers, musicians, or anyone in attendance on behalf of the event. This *Rental Agreement for Regular Use* document applies to regular (weekly/monthly/periodic) rental usage. If Renter desires to hold a special event of longer duration and/or increased occupancy, contact Rental Manager to book and execute a *Special Event Rental Agreement*.
 - b. **Basement Occupancy:** The basement has only one exit up the stairs and out the door at ground level to the outside. The windows do not open and egress is limited to one

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doorway. Therefore, occupancy in the basement must be limited as described in *III Parties, Purpose and Areas of Use* to allow for safe fire evacuation.

6. **Keys:** If provided a key(s), do not make copies or share with anyone other than those listed on this agreement. If key(s) are lost, a fee to install new locks and issue new keys will be charged. If Renter is issued an electronic door lock entry code, do not share the code with anyone other than those who have signed this agreement. Renter is responsible for any and all access to the Grange Hall through use of Renter's assigned physical key or electronic code and any resulting damage or violations occurring when the physical key or electronic key code issued to Renter is used to access the Grange Hall.
7. **Children:** Retain control of children both inside and outside the building. Children must be with a parent or supervising adult and must stay with that adult for the duration of the event for their safety and to prevent damage to the Grange Hall.
8. **Pets:** No pets allowed, except service animals.
9. **Smoking:** There is no smoking allowed inside the Grange Hall. If smoking is done outside the Grange Hall, cigarette butts must be picked up, extinguished, and removed from the Empire Grange property. Move to the west side of the building to prevent disturbing the neighbor. Do not drop trash outside the building.
10. **Alcohol:** All laws of the City of Fort Collins, Larimer County, and State of Colorado must be followed. In accordance with Colorado law, alcohol shall not be served to or consumed by persons under the age of 21. The sale of alcohol is prohibited unless Renter has an appropriate liquor license from the State via Larimer County. If Renter brings alcohol, Renter is responsible for their guests' restraint in the consumption of alcoholic beverages. Recreational drug use or excessive alcohol consumption are grounds for removal from the Grange Hall.
11. **Noise:** Abide by all applicable city, county, state, and federal laws, including Fort Collins City Noise Ordinances, and do not create noise more than 50 dB(A) as measured at the lot line between 8:00 PM. and 7:00 AM the next day, or 55 dB(A) between 7:00 AM and 8:00 PM. See: <https://www.fcgov.com/neighborhoodservices/code-compliance> for details. Excessive noise resulting in complaints is grounds for removal from the Grange Hall.
 - a. Practical measurement of sound level can be made as follows: stand outside at the fence on the east side of the building and determine if a conversation held at a normal speaking level would be disrupted by the music coming from the Grange Hall.
 - b. For music that may exceed the noise ordinance, close all windows that face east, run fans inside, open windows to the west if needed, and check the noise levels in the driveway to the east of the building as well as the parking area on the east side. Reduce music level or shut it off after 10:00 PM.
 - c. Do not congregate in the parking area or speak loudly outside the Grange Hall after 10:00 PM. If you go outside, move to the west side of the building only.

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- 12. Fines:** Renter agrees to pay all city, county, state, and federal fines imposed for Renter's use of the Grange Hall, including fines for exceeding Fort Collins noise ordinances or alcohol violations. If Renter's event creates a disturbance due to high noise level, Empire Grange has full authority to ask Renter to reduce the sound level completely shut it down. If repeated disturbances are created, at Empire Grange's discretion, Renter may be expelled from the Premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter. Empire Grange reserves the right to refuse to rent to Renter in the future. Empire Grange retains all rights and remedies available under the law to seek compensation for fines and legal fees assessed against Renter while renting the Grange Hall.
- 13. Bulletin Boards:** Do not post anything on the bulletin boards without permission from the Rental Manager. The only exception to this is for the board immediately to the south of the main entrance on the east side. Business contacts, class information, event fliers, and similar information may be posted on this board only. Renter may use dry-erase, non-permanent markers on the whiteboard. Please erase the board before leaving.
- 14. Decorations:** Do not alter the building or its fixtures, inside or out, other than by agreement in writing from the Empire Grange. Taping, pinning, nailing, or otherwise fastening items to walls by destructive means is prohibited. Do not hang items from the light fixtures. Confetti, glitter, and piñatas are prohibited. All open flames are prohibited, including candles, Sterno, incense, etc.
- 15. Outside Decorations:** Do not alter the building or its fixtures, inside or out, other than by agreement in writing from the Empire Grange. Under no circumstance will Renter be allowed to attach signage to the brick outside of the building or draw or write on the building or adjacent properties using any method, no matter if Renter believes it to be temporary and benign. Any markings on the brick cause permanent damage, decrease the life of the building, and invite further defacing and graffiti by other persons. Remove any signage placed at the

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street entrance and/or in the parking lot at the end of the event. If Renter tapes a sign on the main entrance door, Renter must remove the sign and tape & residue within 48 hours.

16. Notify of Safety Hazards or Repair Needs: Please inform the Rental Manager of anything that breaks, needs repair, or appears unsafe at the Grange Hall. Please retain broken item pieces so that they may be repaired instead of disposing of them, unless they present a safety hazard (broken glass).

17. Clean the Grange Hall and Parking Lot/Driveways as Follows:

- a. Clean up spills on the wood floor immediately! Standing water on the floor causes damage, and Renter will be billed for such damage. Use rags and towels provided in the basement.
- b. Put furniture back. See map on Grange bulletin board.
- c. Make sure there is no gum or food on the floor or anywhere else. Pick up trash from the floor, using a container for all trash inside and outside.
- d. If Renter's group generates "smelly" waste, Renter must remove trash. Small trash bags are provided.
- e. Sweep the floors upstairs before leaving. Clean all spills, upstairs and down, with a damp rag or mop.
- f. Pick up all trash outside, including all bottles, cans, cigarette butts, wrappers, containers, lids, etc.
- g. Before leaving, turn off fans and lights, and close any open windows, unless they were already open for cooling the building. Make sure all doors are locked, including the south east, ground-level door to the outside at the basement stair landing. If the thermostat temperature was adjusted, cancel the override temperature or lower it to the programmed setting. Clean and flush toilets as needed, and make sure all water faucets are turned off.

IX. Release of Liability and Indemnification

Empire Grange recommends that Renter secures liability insurance for events. Renters are not covered under the Empire Grange's insurance policy.

Renter agrees to release the Empire Grange from all legal liability for any injuries to participants in their activity or event. The Empire Grange shall not be liable for any damage or injury to Renter or any other person, or to any personal property occurring at the Grange Hall. Renter accepts the leased Premises in "As-Is Condition" and shall not hold the Empire Grange liable for any disruption of use or termination of use caused by ongoing construction, use restrictions or governmental regulations. The Premises may change significantly over time and may not appear as it did at time of agreement. Renter shall not hold the Empire Grange liable for any injury or damage resulting from any seen or unforeseen condition including worn or defective structures, construction materials, wiring, or by the breaking, freezing or stoppage of any plumbing.

Furthermore, Renter agrees to assume the risk of injury to Renter and guests. Renter agrees to indemnify and hold the Empire Grange harmless for and against any and all liability, arising from injury during the

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term of this lease to person or property, occasioned wholly or in part by any act or omission of Renter, Renter's guests, employees, and assigns. Renter agrees to indemnify and hold the Empire Grange harmless for any claims of injuries to the participants in their activity, including payment of all attorney fees and costs, and any judgment or settlement imposed on the Grange due to injuries to the participants in their activity at the Grange.

X. Empire Grange Responsibilities

1. Empire Grange will provide a space for Renter under the agreed-upon terms.
2. Empire Grange has a sound system that can be used by Renter upon request, if Renter agrees to take sufficient care of the system and to be responsible to pay for any repairs or replacement costs due to misuse of the system.
3. Empire Grange has cleaning supplies and trash bags available for Renter to use in cleaning up after use of the Grange Hall, as well as supplies such as toilet paper.

XI. Termination

Failure of Renter to follow and enforce this Agreement's Policies and Rules are grounds for termination of this Agreement.

XII. Miscellaneous Provisions

1. Empire Grange will provide a space for Renter under the agreed-upon terms.
2. Renter agrees to keep the Rental Manager informed of Renter's contact information, and to remain accessible during the rental period by phone or text.
3. Renter agrees that an Empire Grange representative may enter and exit Premises during the course of the event. A representative may be checking periodically with the responsible parties to ensure everything is operating smoothly, and rules are being followed. Security cameras may be in use.
4. The Empire Grange takes no responsibility for personal effects and possessions left on Premises during or after any event. We maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.
5. This writing constitutes the full and complete Agreement and supersedes any and all prior agreements and understandings, whether written or oral. There are no warranties or agreements, expressed or implied, between the parties except those set forth in this agreement. This agreement may only be amended by a written document duly executed by both parties.
6. If any provision of this Agreement is held unenforceable, such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
7. This Agreement may be executed by electronic signature and counterpart originals taken together shall be deemed one original.
8. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

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By signing this Agreement, you agree to be bound by all terms set forth herein.

Renter (primary) _____ Date _____

Empire Grange _____ Date _____

Renter #2 (if applicable) _____ Date _____ Phone _____

Printed Name _____ email _____

Renter #3 (if applicable) _____ Date _____ Phone _____

Printed Name _____ email _____

Renter #4 (if applicable) _____ Date _____ Phone _____

Printed Name _____ email _____

Renter #5 (if applicable) _____ Date _____ Phone _____

Printed Name _____ email _____

Renter #5 (if applicable) _____ Date _____ Phone _____

Printed Name _____ email _____

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Renter #6 (if applicable) Date Phone

Printed Name email

Renter #7 (if applicable) Date Phone

Printed Name email

Renter #8 (if applicable) Date Phone

Printed Name email

Renter #9 (if applicable) Date Phone

Printed Name email

Renter #10 (if applicable) Date Phone

Printed Name email

Renter #11 (if applicable) Date Phone

Printed Name email