



SPENCER CREEK GRANGE #855 HALL USE & HOLD HARMLESS AGREEMENT



This Agreement is made April 28, 2022, between the Spencer Creek Grange #855, located at 86013 Lorane Highway, hereafter referred to as "Owner" AND: SPENCER CREEK COMMUNITY GROWERS MARKET (Name of individual, group, or organization actually using this facility,)

Glenn Harden, Its President

Name of Person Authorized to represent User (ODL# _____)

85240 Chezem Rd. Eugene, OR 97405

Address of User	City	State	Zip
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<u>541-357-7523</u>	<u>gpharden@gmail.com</u>	email address
Home Telephone	Work or Daytime Telephone	

hereafter referred to as "User", do hereby agree to the following:

To the use of the Spencer Creek Grange Hall or such portions thereof as described in the following (hereafter the "Premises" or "Grange Hall") located at 86013 Lorane Highway (intersection of Lorane Highway and McBeth Road) in Eugene, Oregon, for the period commencing at: 8:00 am May ~~28~~ 2022 until 4:00 pm and every Saturday thereafter, for the same hours and terminating at 4:00 pm on October ~~X~~ 2022, the "Use Period".

This use shall be limited to the use of the Parking area surrounding the Grange Hall with access to the Restrooms. Basement and Kitchen area on a "as requested" basis, per #1 below.

- The upper floor portion of the Grange Hall.
- The stage area of the Grange Hall
- The basement of the Grange Hall. (As requested)
- The kitchen area of the Grange Hall. (As requested)
- All above areas.

1. The fee for the use of the Premises described above shall be \$ 60.00 per Use; all required Funds shall be tendered 72 hours prior to the commencement of this Agreement and/or use along with evidence of required insurance and, if applicable, required OLCC license(s). There may be an additional fee if excessive set-up/break-down and cleaning time are requested. The fee for use of the Grange basement and kitchen area shall be \$ 25.00 per use on a week-by-week basis as the need arises and approved in advance by the Owner. Payment tendered as above. The \$25 facilities fee is waived.
2. The Premises shall be used by the User solely for the purpose of: Farmers Market.

User Initials GH

#3 INITIAL ONLY ONE:

GH **NO ALCOHOLIC BEVERAGES WILL BE SERVED OR ALLOWED ON THE PREMISES.**

Any appointed Grange Representative may, at any time, inspect the Premises. If any alcoholic beverage or other intoxicating or controlled substance is evident, the Grange Representative shall reserve the exclusive right to immediately stop any activity and close the Hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

OR:

 ALCOHOLIC BEVERAGES WILL BE ALLOWED ON THE PREMISES AS FOLLOWS:

Alcoholic beverages may be sold or served as part of User's intended use of the Premises provided that (a) User complies with the laws and regulations of the Oregon Liquor Control Commission and applicable local county or city governments regulating the sale or serving of alcoholic beverages and obtains all required sale and serving licenses, or assures that all required licenses are obtained by third parties hired to serve or sell alcoholic beverages, prior to taking occupancy of the Premises; and (b) in addition to the insurance requirements set forth in paragraph 14 and 15 below, User will provide proof of host liquor liability coverage in an amount no less than \$1,000,000 naming Owner and the Oregon State Grange as additional insureds. User will provide proof of such insurance, and proof that the required OLCC licenses have been obtained, prior to taking occupancy of the Premises. Any appointed Representative of the Grange may, at any time, inspect the Premises and, if any alcoholic beverage or other intoxicating or controlled substance is being sold or served in violation of this paragraph, the Grange Representative shall have the right to immediately stop any activity and close the Hall, and all use fees and/or deposits paid by the User will be immediately forfeited.

4. User shall not use or allow the use of the Premises for any purpose not reasonably related to the primary purpose stated above, or in violation of any law, ordinance or governmental regulation, or for any purpose that is in any manner hazardous to the Premises or unsafe to any occupants.
5. User agrees that there will be no consumption or other use or presence of marijuana, other non-allowed intoxicating substances, or illegal drugs on the Premises. This is in accordance with established National Grange regulations. **NO SMOKING** is allowed in any area of the Premises.
6. There will be no food or drinks allowed on the Premises upper floor. User agrees to dispose (off-site) of any garbage generated by their use properly. The User acknowledges that they have examined the Premises are satisfied with the condition thereof and rely entirely upon such examination, not upon any representation or promise of Owner, or any other person, in using the Grange Hall. The User acknowledges completing the attached "Checkin/Check-out list and Refundable Deposit Form.
7. Security Deposit. The User has deposited \$ -0- waived with Owner as a security for User performance of this Agreement. Owner will refund the full security deposit to the User within seven days following the end of the use if the User returns the premises to the Owner in good condition (except for reasonable wear and tear) and the User has paid the Owner all sums due under this Agreement. Otherwise, the Owner may deduct any amounts required to place the Premises in good condition and pay for any money owed to the Owner under the Agreement. User will clean and maintain (including snow removal if necessary) the parking areas, yards and exterior of the Premises so that the Premises will be kept in a safe and attractive condition during the Use Period.

User Initials: GH

8. User shall be responsible for the conduct and shall maintain order throughout the Use Period and shall not engage in any conduct, or permit and event or conduct on the Premises, any Grange property or any surrounding areas that may cause harm, injury, or damage to persons or persons or property or to the good name of the Grange. The User will not allow exhibitionism, indecent, or offensive acts contrary to reasonable standards of moral conduct by anyone associated with the User. These covenants and restrictions apply to parking areas and persons using a public right of way if they attend a function at the Premises. It is further agreed that any Grange Representative may, at any time, inspect the Premises. The Grange Representative shall have the right to stop any unpermitted activity and close the Premises immediately. All use fees and/or deposits paid by the User will be immediately forfeited.
9. User shall maintain the Premises in the same condition as existed at the commencement of this Agreement and shall not alter, add or make improvements to or upon the Premises without the Owner's written consent. Upon expiration of this Agreement, the Premises shall be returned to the Owner in condition as existed at the commencement of use. All personal property of the User shall be removed prior to the expiration of this Agreement, and the Owner or its representative may dispose of all remaining property. The User shall be liable to the Owner for the cost of such removal (at a minimum rate of \$25 per hr.). The Owner shall apply the security deposit up to the amount of such costs. If the costs exceed the amount of the deposit, the User shall pay to the Owner, promptly on demand, the amount of such costs in excess of the deposit. Cleaning fees may be assessed in the same manner for not returning the facility to pre-use condition (at a minimum rate of \$25 per hr.) There will be a \$75.00 per day [or an
10. If the use of the Premises results in damage to Grange property, including but not limited to floor damage (such as gum, spills, and scratches, or markings from moving equipment etc.), or any of Grange property, the User shall be liable to the Owner for the amount of such damage. The Owner shall apply the security deposit up to the amount of such damage. If the amount of such damage exceeds the amount of such deposit, the User shall pay to the Owner, promptly on demand, the amount of such damage in excess of the deposit. The Owner shall promptly return all deposits to the User that is in excess of the damages incurred.
11. User agrees that all rooms not agreed to for User occupation on page one of this Agreement shall be not entered by anyone for any reason except when the safety and/or security of the facility may be at risk. If an occupant of the building hears, sees or notices something abnormal, the User shall immediately notify a Grange Representative; in the event of an emergency, the User will telephone 911 to summon the appropriate authorities.
12. User shall be responsible for securing all avenues of access to and from the Premises to provide for the safety and security of the Premises facilities and Grange personal property when a representative of the User is not physically present on the Premises.
13. The Grange has enjoyed a "Good Neighbor" standing in the neighborhood, and to this end, the User shall abide by Lane County Code with respect to excessive and prohibited noise. Additionally, the User shall limit amplified MUSIC AND/OR NOISE to a maximum noise level at the Premises as to be comparable to "average conversation at three feet" which is approximately equivalent to 65 dB spl. In General, after 10:00 pm, noise must be reduced to a level low enough so as not to disturb the residential neighbors around the Premises. Violation of this requirement may result in forfeiture of the cleaning and security deposit and/or termination of the event in progress.

User Initials:



14. Insurance: _____ The User is an individual and carries homeowner's property and liability insurance on the User's home or has obtained event insurance. The User shall obtain, at the User's expense, a Certificate of Insurance naming the Owner as an additional insured for liability coverage in the amount of at less \$500,000. The User, and not the Owner, shall be responsible for insuring any of User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause;

OR:

15. Insurance: XX The User is an entity or involves higher risk activity. The User shall obtain, at User's expense, and keep in effect during the term of this Agreement, a commercial general liability insurance policy or event insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) with a general aggregate limit of a least Two Million Dollars (2,000,000). The required insurance shall include contractual liability coverage for any indemnity obligation of the User in this Agreement. The Owner may require higher amounts or additional types of insurance coverage after considering the type of exposure associated with the User's anticipated or actual use. Prior to taking possession, the User shall furnish a Certificate of Insurance naming the Owner as an additional insured. The User, and not the Owner, shall be responsible for insuring any of the User's personal property that may be brought onto the Premises and releases the Owner from any damages to such property arising on or about the Premises from any cause. **Note:** Event insurance is available at reasonable cost from various vendors, such as may be found at www.eventinsurancenow.com. The Owner makes no representation or warranty regarding such insurance products.

16. User shall secure from any public agency having jurisdiction, any license or permit required as to any activity or purpose for which the Premises is to be used and shall pay any cost or fee required for obtaining such license or permit.
17. Upon expiration of the use period, the User shall return the Premises to the Owner in the same condition as of the commencement of the rental period and as evidenced by the Check-in/Check-out list. If the use of the Premises by the User results in damage to the Premises or any of its contents furnished by the Owner, the User shall be liable to the Owner for the amount of such damage. If the User fails to pay such amount when so demanded, and the Owner brings suit against the User to recover the same, in addition to any amount awarded the Owner by the court for such damages, the Owner shall be entitled to be awarded its cost and reasonable fees of attorney in such suit.
18. User shall indemnify, defend, and hold harmless the Grange, its officers, agents, representatives and employees from all damages, claims, suits, actions, or demands of any nature arising out of the use of, or inability to use, Owner's property, to the extent caused by, or arising from the use of the Premises by, the User, its officers, contractors, agents, representatives, employees, invitees, heirs, or assigns.
19. The Premises may be inspected by the Owner, Master, or another appointed person, at any time during the use period. The User shall not interfere with the business of the Owner/Grange or any other User of the Grange property. The User shall not hinder any foot or vehicular traffic to, from or on the Premises nor block any fire exits or lanes. The User shall not assign or sublet any part of the Premises. If any activity is not in compliance with this Agreement, the Grange Representative reserves the exclusive right to immediately stop any activity and close the Hall, and all use fees and/or deposits paid by the User will be immediately forfeited.
20. Grange property shall not be moved or removed from the Premises without prior permission. No nails or fasteners shall be used on the walls of the Premises. Existing nails or fasteners may be used, and transparent tape may be used.
21. User understands that the heat for the Premises is provided by a wood furnace which needs time to heat the Premises and requires "stoking of the fire" with additional wood during usage of the Premises. The

User Initials: 

User hereby agrees they have been adequately instructed on the safe use of the heating system and agrees to operate same in a safe manner. Only local phone calls are allowed from the Grange phone.

22. The source of water for the Premises is an on-site well, and the recharge capacity of the well is limited. Accordingly, the User agrees to conserve water during the duration of the use period. The User shall notify the Owner in advance if the intended rental activity involves the use of water beyond normal and necessary activities for the use of bathrooms and kitchen. The User shall immediately notify the Owner if the water supply stops.
23. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.
24. Additions or exceptions to this contract are: The User has access to the Parking area and the Restrooms. The Grange may have other Users use the upper part of the Grange if it does not unreasonably interfere with the Users use. User understands that there may be construction and/or repairs performed to the Grange Hall during the use period that may cause some inconvenience or limitations. This work is necessary to complete repairs and up-grades that have been identified by the Grange membership as necessary for proper Grange Hall maintenance and upgrades. User agrees to cooperate and coordinate with the Owner to accommodate construction during the use period.
25. This document and any attachments hereto contain the entire Agreement and understanding between the parties relating to the rental of Premises. No modification or claimed waiver after the date hereof shall be binding upon any of the parties unless evidenced in writing and shall make specific reference to this Agreement and shall be signed by the Owner and the User. This Use Agreement will be governed by and construed in accordance with the laws of the state of Oregon.
26. User shall comply with the attached Addendum and "Grange Hall Use COVID-19 Declaration Form" as applies at the time of Use.

Signed by:
OWNER: _____

Title _____
Spencer Creek Grange #855

Signed by:
USER: CLEMENT HADSEN
Address & Telephone 541-221-7416
85240 CITEZEM RD
EUGENE OR 97405

User Initials: CH

Witnessed by (If Applicable)

Name _____

Address & Telephone _____

All correspondence shall be sent to:
Spencer Creek Grange #855
Attn: Secretary
P. O. Box 25425
Eugene, Oregon 97402

Premises Street Location:
86013 Lorane Highway
Eugene

Grange Contract Person:
Mike Gaber
541-517-4982

User Initials



ADDENDUM TO GRANGE HALL USE AGREEMENT

The undersigned ("User") agrees to comply with the terms of the attached "Grange Hall Use COVID-19 Declaration Form" (the "Declaration Form") when conducting its event or making other use of the Grange Hall property.

If required by the Oregon Health Authority, the User will use best efforts to obtain the signatures on the Declaration Form of all attendees to User's event or activity on the Premises (the "Attendees"). User is responsible for compliance with the terms and requirements of the Declaration by the Attendees. User may make photocopies of the Declaration Form to obtain signatures.

For contact-tracing purposes, User will retain, and will provide the Owner with, a list of the Attendees. User and the Owner will retain their copies for 60 days, subject to requirements of the Oregon Health Authority.

User will comply with all guidance issued by the Oregon Health Authority that is applicable to User's use made of the Grange. See information and guidance, updated frequently, located at: <https://govstatus.egov.com/or-covid-19>

On User's behalf and the behalf of all Attendees, the undersigned User hereby releases, waives, discharges and covenants not to sue the Owner, Oregon State Grange, National Grange and their officers, directors and members, volunteers and agents (all collectively called the "Grange") for any loss or damage, any claim for property damage or bodily injury, or illness or death, arising from my/our use of Grange property. We agree to enter and use the Grange property at our own risk.

The undersigned User will indemnify, defend and hold the Grange, and each of them, from any loss, liability, damages or costs that may arise, or that are alleged to have arisen, from any circumstances (whether natural or man-made) in or about Grange property during or from my/our use of Grange property for any purpose including preparing for, participating in, or cleaning after activities or events.

Thank you for your understanding of, and compliance with, these requirements.

USER:

User name: GLENN HARDEN
Signature: GLENN HARDEN
Email or Address: gpharden@gmail.com
Date: 5-18-2022

Attachment: Grange Hall Use – COVID-19 Declaration Form