

**ROSEVILLE AERIE #1582, FRATERNAL ORDER OF EAGLES**  
**EAGLES HALL EVENT RENTAL AGREEMENT**

**Parties to Agreement**

**Date of Rental:** \_\_\_\_\_

This rental agreement is made between Roseville Aerie #1582 of the Fraternal Order of Eagles (hereafter Eagles) and:

(Renter) \_\_\_\_\_

Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
E-Mail Address

/ \_\_\_\_\_  
Phone

**Property Being Rented**

The property being rented is the upstairs meeting hall and kitchen facilities of the Eagles Hall located at 124 Vernon Street, Roseville, California, 95678. It may also include the Club Room facilities if requested by the renter.

**Rental Hours**

The Eagle Hall is being rented for the period between the hours of 8:00 a.m. and 12:00a.m. If the Club Room is included as part of the rental it is for a period of 5 consecutive hours within the hours of 8:00 a.m. and 12:00 a.m. The renter selects the 5 hr window for the Club Room to be open. . Renter may request the Club Room remain open beyond the 5 hrs scheduled but not beyond 12.a.m. If the bartender(s) on duty agree(s), then an additional per hour fee of \$25 per bartender remaining on duty will be charged.

**Rental Fees:**

Payment Method: Payment of the rental fees shall be by cash, personal check, money order, cashier's check or credit card. Personal checks must clear the bank one week before the date of the event.

Security Deposit: A security deposit is required to hold the desired rental date and to be used as security against damage to Eagle property as well as against violation of other provisions of this contract such as violation of the alcohol use provisions. At the time the hall is rented a Reservation agreement or **Event Rental Agreement** contract must be signed by both parties and payment made.

Other Fees as Applicable: Renter may preorder beer by the keg, champagne, and wine, and or prepay for drinks served in the Club Room.

Corkage Fee: Does not apply as all alcohol must be purchased through the Roseville Eagles. The renter should meet with the Eagle Event Planner as soon as possible after scheduling rental of the Eagles Hall to arrange for the purchase of specific alcohol for the event.

When Fees Are Due: The security deposit is due at the time the Reservation Agreement is signed. The rental fee and the fee for any preordered beer, wine, champagne, sparkling cider, etc is due and payable no later than 30 days prior to the date of the event. Payment for a prepaid bar may be made at the same time or it may be paid to the bartender on duty the day of, but prior to the start of the event. Extension of Club Room hours beyond the five hour limit are to be paid to the bartender on duty at the time of the event. Failure to pay fees timely could result in cancellation of the rental agreement and the event.

**Security Deposit Refund:**

The security deposit shall be refundable within 45 days following the date of rental. If there is damage to the real or personal property of the Eagles or the renter fails to properly carry out clean up responsibilities or there is any violation of the alcohol policy or any inappropriate behavior by the renter or their guests, or any other violation of any part of this contract, an appropriate amount shall be deducted from the deposit as determined by the agent of the Eagles. The renter shall be informed as to the basis for the amount of the deduction.

**Refund Fees Upon Cancellation:**

The renter may cancel this rental agreement without monetary penalty if the cancellation is sixty (60) or more days prior to the date of the lease. If the cancellation is within sixty days of the event the following monetary penalties shall be assessed:

1. 30-60 days-50% of the full security/reservation deposit.
2. 15-30 days-The full security/reservation deposit plus one half of the basic rental fee.
3. 1-15 days-The full Security deposit plus the full basic rental fee.

The renter may appeal any withholding of funds based on hardships experienced by the renter that prevented them from giving 60 days notice.

Any amount prepaid for special orders of beer and other liquor will be refunded only if the orders can be cancelled without monetary penalty to the Eagles. Any amount prepaid for a host bar will be refunded.

**Responsibility of Renter:**

1. The renter shall leave the hall in the same condition as found. Renter will be responsible for payment for damage to any of the property in the hall or to the hall itself. The security deposit will be used to cover any damage caused by the renter. If the cost to repair the damage exceeds the security deposit, the renter will be billed for the remainder of the costs.
2. Do not use the hall for any unlawful purpose.
3. Do not create a nuisance on the premise.
4. Request prior approval from the agent of the Eagles prior to conducting any activity on the premise that requires a license or permit to conduct that activity in the City of Roseville. Obtain (and show proof of) any permits required (The Eagles agent is responsible for obtaining the ABC liquor permit).
5. Ensure that guests behave properly and do not become threatening or abusive to other guests and/or to the bar tenders. In the event the bar tender(s) on duty feel that the event is getting out of hand and the renter is unable to maintain control, the event may be shut down, and if necessary, the Roseville Police will be called to intervene.
6. Comply with the "Security" requirements specified below.
7. Comply with the "Clean Up" rules specified below.
8. Comply with the Alcohol Control rules specified below.

**Security**

Eagles reserve the right to require renter to hire security from a bonded security company for the event if the Eagle agent deems it necessary. In addition, if the event is a dance or other function for which an entry fee is being charged, the renter will be required to obtain the necessary permit from the Roseville Police Department and to hire security through a bonded security company for the full period of the event. Proof that renter has complied with these requirements shall be provided to the Eagles agent prior to the event date.

**Use of Eagle Property**

1. The renter may use the tables and chairs as well as the stoves, warmers, one refrigerator, counters, kitchen sinks, and ice from the ice machine without additional charge. The renter may also use the overhead projector and screen but must provide their own laptop to run the DVD and must receive training from the Eagles agent.

2. The renter may not use the podiums and desks used by the Eagles in their meetings unless prior approval is given by the Eagles agent.
3. The renter may not use the Eagle's pots and pans, utensils, silverware, dishes, automatic dishwasher, coffee pot, table cloths or any other Eagles supplies without specific approval by the Eagle Event Planner. Arrangements may be made with the Event Planner to rent these items.
4. The use of the chair lift must be preapproved by the Eagles agent at the time this contract is signed. Prior to using the chair lift the renter must receive training by the Eagles agent in its proper use. The chair lift may be used by renter to bring up and remove items necessary for the event such as food, entertainment equipment, decorations, etc. It may also be used to transport guests that are unable to walk up the stairs. The maximum weight limit is 500 pounds. In no circumstances may the chair lift be used without the supervision of an adult. Renter assumes all responsibility for the cost of repairs to said chair lift if damages occur due to improper uses by the renter.
5. Renter may use the pool tables without additional cost if the Club Room is open and only for the period the Club Room is open. However any person under 18 years of age cannot use the pool tables without the specific authorization of the bartender on duty. The renter may not use the darts or dart board.
6. Renter is advised that the kitchen facilities of the Eagle Hall are equipped with a fire suppression system for the stoves and broiler areas. Activation of the system will result in approximately \$1,000 in costs for a hazardous materials company to clean up the kitchen, reactivation of the system and re-inspection by the Roseville Fire Department. The renter shall be responsible for this cost if the system is activated with out a valid fire emergency during the period of this lease.

### **Serving and Control of Alcoholic Beverages**

1. If alcoholic beverages are to be consumed at the event, the Eagles will obtain the necessary liquor permit. The cost of the permit is already included in the rental rate when the rental includes the Club Room.
2. The renter and its guests may not bring alcohol onto the premise for sale or distribution.
3. If the renter wants a particular alcoholic beverage served at the event, they may request it by contacting the Eagle Event Planner.
4. Alcohol can only be served in the club room and only by the bartender(s) on duty.
5. Alcohol can be consumed anywhere in the hall but cannot be taken outside of the building.
6. No one under the age of 21 will be permitted to consume alcohol on the premise.
7. Violation of these rules will result in confiscation of any contraband alcohol, removal of any offenders from the premises, possible shutdown of the event and possible forfeiture of the security deposit.

**Clean Up**

1. The renter is responsible for returning chairs, tables and any other Eagle property used during the event to its proper place in clean and good condition. Chairs must be stacked 10 high and returned in the same configuration as found. \*
2. The renter is responsible for placing all garbage in provided garbage bags in appropriate waste containers. The garbage bags shall be left in the containers.
3. If all the garbage containers are full and there is still garbage to dispose of, renter shall remove and tie the full garbage bag, and then put in a new bag(s) to handle the remainder of the garbage. Garbage bags removed from the containers shall be placed **on the landing outside the back door of the kitchen.**
4. The renter is responsible for cleaning counter tops, stove surfaces, kitchen sinks and warmers used during the event and for cleaning up spills or other debris off the benches in the hall.\*
5. The Eagles shall be responsible for removing all garbage from the premise and for cleaning the floors and restrooms. Renters are encouraged to pick up trash dropped on the floors in the bathrooms, hall and kitchen.

**Assignment and Liability**

1. Renter shall not assign this lease or sublet the premises hereby leased, or any part of its interest therein, without prior written consent of the Eagles. The Eagles reserve the right to assign its interest in this lease, and any sums received there under on sale or release of the premise.
2. The parties agree that the Eagles shall not be responsible for loss or injury received on or about the premises. Renter releases the Eagles from any liability for injury to persons or damages to property and agrees to indemnify the Eagles against any liability as to any loss or injury suffered thereon, and hold the Eagles harmless from any claim for injuries or damages resulting from renters' use of the premise.
3. If the party to this lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party shall recover as part of the judgment, reasonable attorney's fees.
4. The lease shall inure to and be binding upon the heirs, successor's, executors, administrators and assignees of the parties.

**Specifics of this Lease:**

1. The Date of this Rental is: \_\_\_\_\_/20\_\_\_\_
2. The Nature of this event is: \_\_\_\_\_
3. Number of guests expected to attend is: \_\_\_\_\_

4. The Rental Fee is: \$\_\_\_\_\_ and is due NLT:\_\_\_\_\_

5.. The Rental Fee includes use of the Club Room. \_\_\_ Yes \_\_\_ No

6. If yes, the Club Room hrs will be \_\_\_\_\_ to \_\_\_\_\_.

7. Special Orders are:\_\_\_\_\_

\_\_\_\_\_

8.. A Security deposit of \$\_\_\_\_\_ was paid by \_\_\_\_\_  
(Renter)

to \_\_\_\_\_ on \_\_\_\_\_  
(Roseville Eagles Agent) (Date)

9. Rental Fees Of \$ \_\_\_\_\_ were paid by \_\_\_\_\_  
(Renter)

To: \_\_\_\_\_ on \_\_\_\_\_  
(Roseville Eagles Agent) (Date)

The Parties have executed this lease at Roseville, California on \_\_\_\_\_.  
(Date)

**Eagles:** Roseville Aerie #1582  
Fraternal Order of Eagles

**Renter**

By: \_\_\_\_\_  
Roseville Eagles Agent Print Name of Renter

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\*Items #1 and #4 of the "Clean Up" provision of this contract: Renter may pay the Eagles a specified amount to excuse the renter from these two provision of the contract. Any such agreement shall be noted in item #7, "Special Orders" of this contract. Alcoholic Beverages cannot be brought into the building by the renter or their guests. It can only be provided by the Eagle bartender and consumed in the building. \_\_\_\_\_.

Initials