



Masonic Hall Association of San Luis Obispo
 859 Marsh St. San Luis Obispo, CA 93401 | (805) 545-5680 |
 slomasonichallassociation@gmail.com | https://slomasons.com

LEASE AGREEMENT

Masonic Hall Association of San Luis Obispo (“Hall Association”) agrees to permit the Licensee named below to use the **Masonic Temple of San Luis Obispo** (“Premises”) defined below, on a nonexclusive basis, subject to the terms and conditions as outlined below.

1. Licensee:

Entity Name: _____

Masonic Affiliation: Yes No

Non-Profit Entity: Yes No

describe: _____

Representative: _____

Phone: _____

Billing Address: _____

City, State, Zip: _____

Email Invoices: Yes No

To: _____

2. Premises

This use agreement pertains to the particular portion of the grounds and facilities located at 859 Marsh St., San Luis Obispo, CA 93401 (the “Masonic Temple”)

Facilities included in this agreement:

- Dining Hall
- Kitchen
- Lodge Room
- Foyer
- Conference Room
- Parking Spaces
- Storage Closet(s)
- Office(s)
- Ladies Lounge

Other (see Details below)

3. Event:

Licensee will use the Premises only for the purpose of meetings, dinners, and other membership activities if in a yearly agreement. Special events, fundraisers, performances, and non-scheduled events shall require a separate event agreement.

Use Schedule:

Single Use Date: _____

Typical Schedule:

Every First Second Third Fourth Fifth
Sun Mon Tue Wed Thu Fri Sat

Months:

Jan Feb Mar Apr May Jun
Jul Aug Sep Oct Nov Dec

Times:

Starting Time: AM PM to
Ending Time: AM PM (all events must end by 10:00 pm)

Other / Schedule Exceptions: (i.e. no meetings on holidays, or only one meeting in August)

Maximum Number of Attendees: Dining Hall 117 | Lodge Room 378

Requirements:

The following requirements are provided by and at the sole expense of the Licensee. The Hall Association reserves the right to approve any and all of the Licensee’s personnel (including food and beverage providers).

Other:

Alcohol:

will not be served serving wine serving beer NO KEG BEER, NO HARD LIQUOR

If alcoholic beverages are to be served, the Licensee will, in addition to hiring the necessary/ required security personnel, ensure that it (or its caterer) has the applicable license and that all alcoholic beverages are served and consumed in accordance with the California State Alcohol Beverage Control laws. They must be provided by the host at no charge to the guests, or through a hired licensed provider and can only be served and consumed in the banquet hall. Food or beverages are not allowed in the Lodge Room or Lounge area without written approvals. Underage drinking is not allowed.

4. Insurance:

The Licensee is responsible for all costs of insurance. In order for the Hall Association to reserve the Premises for the Licensee, the Licensee shall provide to the Hall Association a Certificate of Insurance, in a form and with such insurer(s) as is acceptable to the Hall Association, naming the Hall Association as an additional insured, waiving subrogation against the Hall Association as permitted by law, and certifying that the following coverages and minimum limits will be in effect during the Event Time.

- a. General Liability Insurance: With limits of at least \$2 million per occurrence, including not limited to claims for personal injury and property damage.
- b. Worker's Compensation Insurance: In compliance with all statutory requirements.
- c. Business Auto Liability (if applicable): Of at least \$1 million combined single limit.
- d. Liquor License: If alcoholic beverages are served, liquor liability coverage of at least \$1 million.

5. Other Terms and Conditions:

(a) Payment/Reservation of Premises/Non-Exclusive License.

Upon the Hall Association's receipt of (i) the Security Deposit, (ii) the Certificate of Insurance described in Section 4, (iii) any bonds, permits, licenses or certificates required for the Event, (iv) signed Premises Closing Guide, and (v) this Agreement signed by both parties, the Hall Association will hold the Premises in reserve for the Licensee for the Event Times and Dates as described in Section 3. Upon the Hall Association's further receipt from the Licensee of all fees due prior to the Event, the Hall Association grants permission to the Licensee to use, during the Event Time, the Premises on the terms and conditions of this Agreement. This grant of permission constitutes a nonexclusive license, and nothing in this Agreement shall be deemed to give the Licensee an interest in the Premises other than a nonexclusive license.

(b) Use.

The Licensee shall use the Premises: (i) for the agreed upon purpose described in Section 3 and for no other purpose; (ii) only in accordance with all applicable laws (including but not limited to the Americans with Disabilities Act, fires codes, food and beverage requirements, liquor laws, and noise ordinances) and the Hall Association rules and regulations (a copy of which has been provided to the Licensee); and (iii) in a manner that does not create damages, waste, or a nuisance to the Premises or to the Hall Property, or disturb occupants or cause damage to neighboring premises or properties. The Licensee does not have the right to use Hall Association trademarks, copyrights, or branding without the Hall Association's prior written approval. Events in which minors will be present must have sufficient adult chaperons present. All minors will be supervised by adults at all times. Furnishings and equipment that may have been moved are to be returned to their original location. Food, drink and open flames / candles, are not allowed in the Lodge Room by any Non-Masonic groups. ANY EVIDENCE OF THE USE OF OPEN FLAMES OR CANDLES IN THE LODGE ROOM WILL BE GROUNDS FOR FORFEITURE OF ALL DEPOSITS AND GROUNDS FOR NOT RENTING THE FACILITY IN THE FUTURE. Smoking or vaping of any type is not permitted on the Premises. When using the kitchen, all dishes and utensils taken from the cabinets must be washed and returned to their proper storage location. The kitchen must be left clean with all garbage, trash and recyclables placed in the proper receptacles. The Hall Association Custodian will remove these from the building. Food must not be left in the refrigerator beyond the rental period. Licensee must remove their food that is past expiration date. Only persons authorized by the Hall personnel may operate the dishwasher. There is a \$50.00 charge for unauthorized usage of the dishwasher. Cleaning the dining room and kitchen floor are performed by the Custodian.

(c) Equipment/Condition of the Premises.

The Licensee is responsible for all equipment that it, its personnel, vendors, and participants bring to the Premises, and shall ensure that such equipment is used safely. The Licensee shall not permit any third party to injure or deface the Premises, to drive or permit to be driven, any nails, hooks, tacks, staples, or screws in any part of the Premises, or to make any alterations of any kind to the Premises. Any of the Licensee's property remaining at the Premises after the Event are deemed surrendered and abandoned to the Hall Association, and the Hall Association will dispose of such property at its discretion.

(d) Termination.

The Licensee may cancel this Agreement 7 days notice to the Hall Association. The Licensee will also pay the Hall Association upon receipt of a written demand for all other reasonable costs, expenses, and damages incurred by the Hall Association.

(e) Vacation of Premises by Licensee; Immediate Termination.

At any time, for any reason or no reason, the Hall Association, without liability for damages, indictment, or prosecution may require the Licensee or any of its personnel or participants to leave the Premises immediately and surrender its right of use hereunder, or may otherwise provide some security or impose other measures (including forcible removal of persons or property). In addition, the Hall Association may terminate this Agreement effective upon the date stated in the written notice to the Licensee if: (i) the Licensee fails to timely provide written evidence of insurance and all required bonds, permits, and/or licenses; (ii) the Licensee fails to timely pay any amounts due hereunder, or otherwise defaults hereunder; or (iii) the Licensee voluntarily or involuntarily files for bankruptcy, makes a general assignment for the benefit of creditors, has a receiver appointed, or is otherwise insolvent. In the event of termination of this Agreement by the Hall Association, the Hall Association may retain the Security Deposit (and any other fees paid) and the Licensee will pay all damages incurred by the Hall Association, included but not limited to, attorneys' fees and costs to recover amounts due. Sections 5 (f), (g) and (i) shall survive the termination of this Agreement.

(f) Disclaimer; Release; Limitation of Liability.

The Licensee acknowledges and agrees that it is accepting the Premises in ON A NONEXCLUSIVE, AS- IS, WHERE-IS BASIS, WITHOUT ANY WARRANTIES, AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND AGREES TO ASSUME ALL RISKS OF USE OF THE FACILITIES AND PREMISES INCLUDING, BUT NOT LIMITED TO, WEATHER CONDITIONS, ACCESS, LOSS, DAMAGE, OR THEFT, HOWEVER CAUSED. The Licensee hereby releases the Hall Association and its officers, trustees, members, employees, contractors, and agents (collectively, "Hall Personnel") from, and agrees it will not assert, any and all claims against the Hall Association and Hall Association Personnel as a result of such loss or damages. THE HALL ASSOCIATION AND HALL ASSOCIATION PERSONNEL ARE NOT LIABLE TO THE LICENSEE, ITS PERSONNEL, AND/OR PARTICIPANTS FOR ANY DAMAGES OF ANY KIND TO ANY PERSON OR PROPERTY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS, COVER, LOSS OF USE, ACCESS, OR FAILURE TO REALIZE BENEFITS), WHETHER OR NOT FORESEEABLE.

(g) Reimbursement/Indemnification.

The Licensee shall reimburse the Hall Association, upon demand, for all costs, expenses, and damages the Hall Association incurs as a result of this Agreement, including any damages caused to the Premises, the Hall Property, hall facilities, other property, Hall Personnel, or any other person(s). The Licensee shall indemnify, hold harmless, and defend the Hall Association and Hall Personnel, from and against any and all claims, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities, including but not limited to injury to or death of person(s) or damage to any property arising out of, or in connection with, the use of the Premises by the Licensee or any of its personnel, participants, agents, or representatives.

(h) No Transfer or Assignment.

This agreement is limited to the Licensee. Any attempt to transfer or assign this Agreement shall invalidate and terminate the Agreement immediately and result in a surrendering of all deposits and fees already paid to the Hall Association.

(i) Surrender; Condition of Premise.

As liquidated damages and not as a penalty, the Licensee shall pay the Hall Association \$250.00 per hour for each additional hour beyond the end of the Event Time for holding over. Upon termination of this Agreement, whether by forfeiture, lapse of time, or otherwise, or upon the termination of Licensee's right to use the Premises, the Licensee will at once surrender and deliver up the Premises to the Hall Association, broom clean, in good order. "Broom clean" means free from all debris, dirt, rubbish, personal property of Licensee, oil, grease, tire tracks, or other substances, inside and outside of the Premises.

(j) Force Majeure.

Neither party will be liable for performance delays or non-performance due to causes beyond reasonable control.

(k) Notice.

All notices required under or regarding this Agreement will be in writing and will be sent to the signatory of the party at the address set out below. Email communication is acceptable only if confirmation of receipt of the communication is provided.

(l) Non-Waiver; Severability; Integration; Amendment; Authority.

Neither party's failure to exercise any of its rights under this Agreement will constitute a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. This Agreement contains all of the agreements of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to such matter shall be effective. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. The Licensee acknowledges and agrees that it is authorized to sign this Agreement and bind the Licensee and execution of this Agreement does not conflict with any other obligations or restriction affecting the Licensee.

(m) Jurisdiction; Venue.

This agreement is made under and will be construed in accordance with the laws of California without giving effect to that state's choice of law rules. The venue lies exclusively in the state and federal courts located in San Luis Obispo County, California.

(n) No Joint Venture.

Nothing in this Agreement is intended to nor shall be deemed to establish the parties hereto as partners, co-venturers, or principal and agent with one another.

(o) Advertising.

The Licensee agrees that any public invitational advertising of the event (on Facebook, Twitter or any other online space) will not be inferred as sponsored or hosted by the Masonic Hall Association or any related body. Hall Association will not provide any advertising.

(p) Additional Responsibility.

Any expenses charged to the Hall Association, in regard to police call outs or fire department calls, shall be the responsibility of the Licensee.

(q) Security

The Premises is equipped with 24/7 monitored remote security cameras in all public areas of the building. Licensee consents to being recorded for the purposes of maintaining security of the Premises. Perimeter and internal sensor alarms are active from 11pm to 7am. Door access is active during this time, but accessing outside doors do not deactivate the alarm system. Alarm codes are only distributed to authorized Hall Association personnel. The Licensee must supervise the front door or elevator while it is unlocked. The front door and elevator are to be locked at the start of any meeting. The Licensee is responsible for seeing that all inside doors are closed, all outside doors and elevator are locked and that the lights are turned off prior to leaving the building unattended.

(r) Masonic Hall Association to provide:

- 1) Tables and chairs set up by the Event Coordinator
- 2) Full access to kitchen, including pots/pans, coffee makers, dishes and utensils
- 3) WiFi Internet Access with pass code. Code subject to change monthly and will be provided to the Authorized Representative.
- 4) Code or Key access to building and the rented rooms.
- 5) Cleaning products, brooms, mops, and access to areas that hold chairs, tables, etc.
- 6) Access to Multimedia System, including: projector, wireless microphones, Bluetooth speakers, CD player.

6. Fee and Payment Terms:

Security/Cleaning Deposit: \$ _____ .00

Per Meeting Costs (room rentals): \$ _____ .00

Other Fees (if applicable): \$ _____ .00

See further payment and cancellation terms above.

7. Confirmation of Hall Association Use and Event Agreement

IN WITNESS WHEREOF, the parties executed this Agreement on

_____ day of _____, _____
(day) (month) (year)

Hall Association

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Address for Notice:

Masonic Hall Association
Event Coordinator
859 Marsh St.
San Luis Obispo, CA 93446

Telephone: (805) 545-5680

Email:
slomasonichallassociation@gmail.com

Licensee

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Address for Notice:

Telephone: _____

Email:



Masonic Temple of San Luis Obispo

859 Marsh Street
San Luis Obispo, CA 93401

PREMISES CLOSING PROCEDURE

OUTSIDE

- 1 Fire Escapes (3) – ensure that they are fully up
- 2 Trash / Recycling bins - closed
- 3 Side Alley – ensure gate is fully closed and latched
- 4 Rear Alley – observe and report any trash, camping to Building Manager
- 5 Windows – observe all for integrity
- 6 Front Door – ensure both doors close tightly when leaving
- 7 Observe and report to Building Manager anything “out of place”
- 8 Irrigation water near elevator - OFF

KITCHEN

- 1 Trash/Recycling – tie off full trash bags, place on top of trash cans
- 2 Alcohol – ensure that all alcohol is removed from the Premises when you leave
- 3 Coffee Pots – turn off / unplug as needed; empty and wash
- 4 Stove Hood blower – turn off
- 5 Dishes /Utensils – cleaned and put away
- 6 Pots / Pans – all clean and put away – store UPSIDE DOWN
- 7 Spills – clean up, mop as needed
- 8 Grill – clean with grill scrubber, turn OFF
- 9 Ovens – turn OFF
- 10 Food – cover, label with organization & DATE (refrigerator & freezer)
- 11 Dish Washer - heater OFF, water drained, screens cleaned

DINING HALL

- 1 Tables & Chairs – leave in place; wipe down tabletops
- 2 Spills – clean up, mop as needed
- 3 Multimedia System – turn off main power, mic power
- 4 Heater/Air Conditioner – turn off

LODGE ROOM

- 1 Flags Only TWO – US and California; both are labeled “King David’s Lodge” King
- 2 David’s Lodge altar – centered in floor over power outlet
- 3 Officer’s Chairs – return if moved in proper position for King David’s Lodge.
- 4 Podiums - Returned if moved. Officers (Master & Wardens) – in place in front of their chairs. Secretary’s – next to Secretary’s desk
- 5 Piano – Closed if opened
- 6 Heater/Air Conditioner – OFF
- 7 Non-King David’s Masonic Lodge property– removed
- 8 Ritual materials / scripts / binders – removed from Lodge Room
- 9 Public Address System in Choir Loft – turn off main power, mic power
- 10 Dining Room Chairs – return to Dining Hall
- 11 Conference Room Chairs – return to Conference Room
- 12 Folding Chairs – return to Dining Hall Storage Room

BASEMENT

- 1 Remove all alcohol from the Premises
- 2 Trash & Recycling – remove from basement and put in the appropriate outside tote / bin
- 3 Cover tables as appropriate
- 4 Entertainment Systems – shut down per posted directions

ALL AREAS

- 1 Windows – shut, except for Kitchen
- 2 Men’s Room – 2nd & 3rd floors
- 3 Doors – Closed and locked
- 4 Kitchen to alley – walk down the stairway, ensure door is shut tight
- 5 Kitchen to roof – walk up to roof, ensure door is LOCKED
- 6 Fire Escapes – Secure all three double doors. Behind kitchen / storeroom area,
- 7 Dining Hall, Third floor
- 8 Lights
 - First Floor – leave chandelier ON; all others OFF
 - Second Floor – leave “G” ON, all others OFF
 - Dining Hall – turn OFF all three switch locations
 - Next to door to back storage rooms On either side of main entrance
 - Lodge Room – OFF
 - Third Floor – OFF
- 9 Elevator Bring to 2nd Floor – turn switch to LOCKED
- 10 Exiting building – via first floor to sidewalk – ensure BOTH doors
- 11 close TIGHTLY – pull hard on the handles from the outside

QUESTIONS?

Please notify the Building Manager or Event Coordinator

Confirmation of Hall Association Premises Closing Procedure IN WITNESS WHEREOF, the parties executed this Agreement on

____ day of _____, _____
(day) (month) (year)

Hall Association

Licensee

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for Notice:

Address for Notice:

Masonic Hall Association

Event Coordinator

859 Marsh St.

San Luis Obispo, CA 93446

Telephone: (805) 545-5680

Telephone: _____

Email: slomasonichallassociation@gmail.com

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RENTAL RATE SCHEDULE

REV 9

APPROVED:

TUE 07 FEB 2023

CATEGORY	DINING HALL	PLUS FOR LODGE ROOM	CLEANING DEPOSIT	SECURITY DEPOSIT
Masonic Organizations or Members of Masonic Organizations 4 hours or less	\$100.00	No additional	None	None
Masonic Organizations or Members of Masonic Organizations greater than 4 hours up to 24 hours	No additional	No additional	None	None
Community, Non Profit 4 hours or less	\$150.00	No additional	\$150.00	\$500.00
Community, Non Profit greater than 4 hours up to 24 hours	\$300.00	No additional	\$150.00	\$500.00
Private event, 0-50 persons - 24 hours	\$3400.00	\$400.00	\$150.00	\$500.00
Private event, 51-100 persons - 24 hours	\$3600.00	\$500.00	\$150.00	\$500.00
Private event, over 100 persons - 24 hours	\$3800.00	\$600.00	\$150.00	\$500.00

NOTES

- 1 Conference Room Rental - \$90.00 per day or fraction of a day, Non-profit or private event.
- 2 Non Profit Organizations MAY have the rental fee waived for "community or public" activities. A written request for waiver must be submitted to the Board of Directors by the requesting organization sufficiently far in advance to be considered by the Board. The requesting organization will be responsible for any separate expenses associated with the rental and will still have to make the cleaning and security deposits.
- 3 Masonic Youth Orders are not charged rental fees. The requesting organization will be responsible for any separate expenses associated with the rental.