

**Santa Cruz Masonic Temple Foundation  
Recurring Use Lease Agreement**

Return to:

Santa Cruz Masonic Temple Foundation  
c/o Mr. Todd Williams  
488 Paradise Park  
Santa Cruz CA 95060

**RENTAL FEE SCHEDULE**

This Rental Agreement includes use of lodge room, rest rooms, clubroom, dining room, kitchen and foyer.

**Facility Rental: (per meeting)** 156.00<sup>1</sup>

Instructions:

1. Please read the application and make sure you understand your responsibilities.
2. Fill in the areas relating to your group and sign where appropriate.

Thanks for your interest in using our facility.

Todd Williams

PS: If you have placed a reservation to use the Santa Cruz Masonic Temple, your reservation may be verified at our web site: <http://www.sc-slv38.org> . Reservations are marked "tentative". When your paperwork is received and approved, the tentative is removed.

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<sup>1</sup> The Santa Cruz Masonic Temple Foundation reviews rental rates annually and attempts to provide a minimum of 6 months notice of rental rate changes to accommodate organizational budgeting requirements and to cover the cost of operation of the facility.

Santa Cruz Masonic Temple Foundation (hereinafter known as Lessor or "Temple Board") Facility Recurring Facility Rental Use Agreement: No oral agreements or representations shall be binding. This agreement between Lessor and \_\_\_\_\_ (hereinafter known as Lessee) is set forth as follows:

**Usage and Fees:**

- 1) The Lessee desires to hold regular meetings on the \_\_\_\_\_ and desires to have access to the facility from \_\_\_\_\_. (This time may be extended on the day of use, provided no other reservations have been made for the facility).
- 2) The Lessee will pay the standard fees charged by the Temple Board as may be adjusted annually for all organizations using the facility. The current fee is \$156 per 6 hour meeting as of the time of the signing of this Agreement.
- 3) A \$50.00 service charge will be made for all returned checks submitted. Usage will be immediately canceled until check is made good.
- 4) Reservations for usage in addition to the regularly scheduled meetings are made on the basis of availability and with the understanding that Lessor reserves the right to cancel with full refund up to 25 days prior to event scheduled.
- 5) Attached Schedule "A" showing the contact details shall be maintained with the Temple Board Secretary at all times. An additional Schedule "A" may be required for special activities (additional meetings referenced in 5 above) showing contact details, date, time and other information, upon which the approval of that activity may be dependent.
- 6) Fees are due and payable monthly to the Treasurer of the Santa Cruz Masonic Temple Foundation's Treasurer at a place designated by the Treasurer (Santa Cruz Masonic Temple Foundation, P.O. Box 3303, Santa Cruz, CA 95063). Fees for all usage in any month are due on the last day of the month and may be paid at any time in advance of the end of the month. Invoices and receipts will not be issues. Please pay by check so that you will have a record of payment. Please note on your check for which month(s) the fee is being paid.

**Keys and Facility Access:**

- 7) The Lessee will be issued three keys to the building and additional keys to lockers. Loss of the building keys could subject the Lessee to the costs of having the building re-keyed and all keys to the building replaced. The building keys may not be duplicated. Internal equipment locker keys may be duplicated as necessary, however lockers may not be re-keyed without permission of the Temple Foundation and the Temple Foundation must at all times have a key to all lockers in use by all organizations. (These keys are maintained in a locked box in the facility.)
- 8) The Lessee acknowledges that while this agreement allows the Lessee to hold and use up to three keys to the main entry door to the facility, the Lessee shall not enter the facility at any other time than their regularly schedule meeting times, without obtaining permission from the officer of the Santa Cruz Masonic Temple Foundation who is responsible for maintaining the Temple Calendar.

**Security, Supervision and Use Permits:**

- 9) Lessor may at its discretion require the presence of a California licensed uniformed security guard at any approved activity. Such guard must be hired by the Lessee with proof of such arrangement being submitted to Lessor within 20 days prior to usage date.
- 10) Youth groups must have responsible adult supervision at all times. A supervising adult must sign the Lease Agreement.

- 11) Live music activities using amplified sound<sup>2</sup> require a “sound amplification permit” which Lessee shall procure prior to a live amplified music activity and a copy of which shall be submitted to Lessor. The Santa Cruz Police Department can provide more information (831-429-3665).
- 12) If a disk jockey or musicians provide entertainment, flooring shall be protected by carpets or suitable padding under heavy equipment. Equipment shall not be dragged across any floor. Music that can be heard outside of the premises building must comply with item 12 above and music must be shut off at 11:00 P.M. and usage shall conclude before 12:00 Midnight.

**Cleanup and Indemnification:**

- 13) No signs or announcements shall be placed on the building or grounds except as approved by Lessor.
- 14) Lessee agrees to restore temple building to the clean and tidy condition in which it was rented. Lessee agrees to accept responsibility for all damages to the temple building caused by or arising out of their usage, including damages by their invitees.
- 15) No adhesive materials are permitted to be used in any room. No thumbtacks or pins are permitted for use in the building. Please contact Lessor with questions in this area.
- 16) The kitchen (if used) shall be left clean in an orderly condition. All rubbish shall be removed. Garbage can liners are provided and removal of garbage to the dumpster is required. Surfaces should be wiped clean and the floor swept.
- 17) Food and beverages are to be consumed only in the kitchen or banquet rooms. No food or beverages are allowed in the lodge meeting room.
- 18) No equipment, furnishings, utensils, dishes, tables, chairs and other items is to be taken outside of the building. All items used shall be wiped clean before being returned to their proper places. Please contact Lessor with questions about any items to be used.
- 19) Lessee is responsible for general clean up. Any additional cleanup required will be deducted from the security/cleaning deposit at the rate of \$30 per hour. Any cleanup charges will be the responsibility of the Lessee.

**Alcohol Consumption**

- 20) Wine, wine products and/or champagne may be served with meals or refreshments in accordance with temple posted requirements for such use. No hard liquor may be served. All containers, full or empty shall be removed from the premises by the Lessee at the conclusion of the usage. No drink containing any amount of alcohol may be sold as a separate item in any from that does not comply with alcoholic beverage control requirements and laws. An open bar, of any type, is not permitted.

**Fire / Candles, open flames and Smoking:**

- 21) No candles or open flames of any sort may be used in the building.
- 22) Smoking is not permitted in the Santa Cruz Masonic Temple.

**Parking and Personal Property**

- 23) Parking facilities are considered part of the leased premises and therefore are the responsibility of the lessee. Lessee is responsible for making sure the parking areas are free from debris and trip and fall hazards during occupancy of the temple building/property. Any vehicle or property left after a usage on the premises will be removed at the vehicle owner’s expense pursuant to the California Vehicle Code as posted on the premises.
- 24) Lessor is not responsible for any property left inside or outside such as equipment, clothing or personal items of any nature. Security of the approved usage is the sole responsibility of the Lessee.

**Insurance and Indemnification:**

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<sup>2</sup> This section does not apply to the use of the organs in either the lodge room or the dining room.

- 25) The Lessee agrees to pay for all losses or damages to the premises, including but not limited to: grounds, equipment, furniture, furnishings, kitchen, kitchen utensils, dishes, and flatware; caused by the Lessee or anyone attending the event or activity, or serving or delivering to the activity. Lessee will pay the new replacement value of any items damaged, removed or otherwise missing from the premises as a result of the applied for usage.
- 26) Lessee shall maintain at their cost liability insurance covering use of the temple facilities and shall submit a certificate of insurance evidencing such coverage to the Lessor prior to the scheduled usage. The certificate shall name Lessor as additional insured as respects the scheduled usage. The insurance shall be for a limit of not less than \$1,000,000 for bodily injury or property damage each occurrence.

**Enforcement and Legal Items:**

- 27) The Lessee agrees to defend, hold harmless and indemnify Lessor against any demands, claims, or causes of action arising directly or indirectly from the use, occupancy, possession or control by the Lessee of the premises. This includes, but is not limited to, any person who acts in a manner that may cause injury to self or others during the course of the usage.
- 28) This rental use agreement shall not be assigned or transferred to any party. Any transferal will result in the automatic voiding of the contract.
- 29) This agreement is subject to the laws of California. This agreement may be amended or modified only by agreement in writing, signed by all parties to the agreement. If any part of this rental use agreement shall be declared invalid or unenforceable, it shall not affect the validity of the balance of this understanding and use agreement between the parties.
- 30) In the event of litigation between the parties to this agreement, the prevailing party in such action shall be entitled to reasonable attorney fees and costs.
- 31) Lessee is responsible to ensure compliance with all parts of this agreement. Failure to comply with the agreement will cause the scheduled event to be immediately canceled. Said cancellation will result in the loss of all fees and possibly the security/cleaning deposit. As stated earlier in this agreement, Lessee agrees to be responsible for all damage to Lessor's property as a result of the rental of the Temple facility.
- 32) In witness thereof, the parties have executed this rental use agreement and agree to all conditions set forth.

Dated \_\_\_\_\_ Lessee: \_\_\_\_\_  
(Type or print your name or business)

By: \_\_\_\_\_

Dated \_\_\_\_\_ Lessor: Santa Cruz Masonic Temple Foundation

By: \_\_\_\_\_

**SCHEDULE "A"<sup>3</sup>**

This Schedule is part of the Santa Cruz Masonic Temple Foundation Rental Use Agreement Application between Lessor and \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessee's full name:	
Business:	
Mailing Address:	
City:	
State, Zip Code:	
Day time Phone Number:	
Evening Phone:	
Desired Date(s) of Use:	
Beginning of Preparation Time: (when will the set up crew arrive)	
Published Start Time of Activity	
Nature of Activity	
Published Ending time of Activity	
Time by which Lessee will vacate the Masonic Temple: (when will the clean-up crew leave)	
Total Usage Time:	
Name of person or agency who will clean-up after activity:	
Phone Number for this person/agency:	
Number of expected participants: (how many people will be at your activity?)	

<sup>3</sup> Applicant may make as many copies of Schedule "A" as required to cover additional dates for such things as rehearsals or practices.