

Santa Cruz Masonic Temple Foundation

828 N. Branciforte
Santa Cruz, CA 95062



Return by email to rental@santacruzmasontemple.com or by Us Postal Service to:

Santa Cruz Masonic Temple Foundation
c/o Mr. Todd Williams
488 Paradise Park
Santa Cruz CA 95060-7005

Our Rental Agreement may include use of the lodge room, banquet room and kitchen, or the kitchen alone without any other services. If you do not see the price for what you need contact us. Please understand that you are renting the banquet room for a specific number of hours; that time includes the setup, the event, the takedown, and the cleanup (the time you enter to the time you leave). Please mark what you want.

Facility Rental Fees:

Refundable:

Security Deposit (Always Required) (26150)	\$500.00	☒
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Non-Refundable:

Facility Rental: Banquet Room and Kitchen (includes: table, chairs, china and flatware, does NOT include: lodge room)

4-hour rate (0-4 hours)	(40300)	\$208.00	☐
6-hour rate (0-6 hours)	(40300)	\$455.00	☐
12-hour rate (0-12 hours)	(40300)	\$570.00	☐

Facility Rental: Lodge Room (in addition to above rates)

Lodge Room:	(40300)	\$114.00	☐
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Facility Rental: Kitchen (rental of kitchen only)

Per Event:	(40300)	\$342.00	☐
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Security (40320)

During event, if Alcohol is to be offered or consumed:		\$700.00	☐
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Cleaning (Always required) (40320)

Minimum cleaning charge associated with rental:		\$250.00	☒
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Total: \$ _____

Refundable Portion: \$500.00

Instructions:

1. **DO NOT SEND MONEY WITH THE CONTRACT. We will send you an invoice.**
 2. Please read the application and make sure you understand your responsibilities.
 3. Fill in the areas relating to your group, sign contract and supplement where required.
 4. For complete instructions on the rental process please go to our website <http://www.sc-slv38.org/rental> and click on "How to Rent". You can verify your reserved date at the same site by clicking on "Rental Calendar".
- Reservations are marked "tentative" until the process is complete.

This Santa Cruz Masonic Temple Foundation Single Use Lease Agreement, (hereinafter referred to as the "Agreement"), made between the Santa Cruz Masonic Temple Foundation (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee") dated this date, _____, 20____ is set forth as follows:

Usage, Fees and Term:

1. The Lessee desires to hold an event described in Schedule "A" and desires to have access to the premises specifically described in the Rental Fee Schedule attached here and are incorporated herein as though fully set forth at this point. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental amount(s), and upon all of the conditions set forth herein, the rental property described in the Rental Fee Schedule.
2. The word "Lessor" and the word "Lessee" as used herein include the plural as well as the singular. The neuter gender, when used here, shall include the masculine and feminine.
3. The term of this Agreement shall commence and end on dates specified in the attached Schedule "A". Lessee may renew at the discretion of Lessor and subject to terms and conditions required by Lessor.
4. Lessee agrees that the leased premises shall be used, occupied, and conducted exclusively as and for the event as described in Schedule "A", and for no other purpose; and shall be used, occupied and conducted in a thoroughly orderly and respectable manner, without let, hindrance, annoyance, disturbance, detriment, injury or offense to Lessor, neighbors, and neighboring properties. Lessee shall not maintain or commit, nor suffer to be maintained or committed any nuisance or waste in or about the leased premises. Lessee shall not do or permit anything to be done in or about the leased premises, nor bring or keep anything therein which will, in any way, affect fire or other insurance on the building, the premises, or any of its contents, or which shall, in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the premises which are or may hereafter be enacted or promulgated by any public authority.
5. The Lessee will pay the standard fees charged by the Lessor as may be adjusted annually for all organizations using the facility. Any additional fees or charges will be designated as an Addendum to this Agreement as Schedule "B" and executed by the parties hereto and incorporated herein as though fully set forth at this point.
6. A \$50.00 service charge will be made for all returned checks submitted by Lessee. Lessee's usage will be immediately canceled until lessee provides verified funds to Lessor for all amounts due.
7. 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 deny such usage. Lessor may, also, cancel any such usage up to twenty-five (25) days prior to the scheduled use. In such event, Lessor shall refund, to Lessee, any deposited funds which were deposited by Lessee specifically for said canceled event. If Lessee cancels any agreed upon additional usage twenty-five (25) or more days prior to the scheduled additional event, Lessor shall return to Lessee, any funds that were deposited by Lessee specifically for the scheduled additional usage. If Lessee cancels any such additional usage twenty-five (25) days or less prior to the date scheduled for such event, Lessor may retain the funds deposited by Lessee for such additional usage at the option of Lessor.
8. In the event of the inability of Lessor to deliver possession of the leased premises at the time (s) herein fixed for the commencement of the term of this Agreement, neither Lessor nor the agent of Lessor shall be liable for any damage caused thereby, nor shall this Agreement thereby become void or voidable, but in such event, Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

9. Attached hereto, and incorporated herein as though fully set forth at this point, is Schedule "A" the contents of which Lessee, as applicant, warrants to be true and correct and which applicant expects Lessor to act upon as a material inducement for Lessor to enter into this Agreement. Schedule "A" shall be maintained with the Temple Board Secretary. Additional Rental Fee Schedules and Schedules "A" may be required for each additional activity showing contact details, date, time, other information, upon which Lessors' approval of that activity will be dependent.

10. Fees for recurring (rather than one time or infrequently scheduled events) events are due and payable monthly to the Santa Cruz Masonic Temple Foundation's Treasurer at a place designated by the Treasurer (Currently, 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 issued.

11. Upon execution hereof, Lessee shall deliver to, and deposit with Lessor a security deposit as described in the Rental Fee Schedule (the "Security Deposit") for the prompt and full performance of all provisions of this lease, and any extension or renewal thereof, it being expressly understood that the Security Deposit shall not be considered an advance payment of rent or a measure of Lessor's damages in case of default by Lessee. Lessor shall not be required to pay any interest on the Security Deposit.

- a) This security deposit, to be held by Lessor, shall remain the money of the lessee until it is applied to cure, in whole or in part, its breach of the terms, conditions and covenants contained herein. Pending such event, the Lessor shall hold the security deposit in trust.
- b) The Lessor shall have the right, but not the obligation, to, from time to time, apply the security deposit to cure any default by the Lessee in the performance of any of the covenants contained in this lease Agreement, including but not limited to make good any arrearages of rent or damage to any item or items of equipment, facilities, and/or grounds. Such application shall not, in any way be a bar or a defense to any action in unlawful detainer, or for the recovery of the leased premises, or any action which Lessor may at any time commence for breach of any part of the terms or covenants of this Agreement by Lessor arising out of the default. In the event of such application of the security to cure a default, in whole or in part, the Lessee, upon demand by the Lessor, shall restore the security to the full amount as a condition precedent to any further usage of the premises. Such restoration will not require Lessor to allow any such and further usage by Lessee.
- c) If Lessee is not in default at the expiration, or earlier termination of this Agreement or any extension or renewal hereof, pursuant to the terms and conditions of this Agreement and to California law, the balance of the Security Deposit remaining after any such application shall be returned by Lessor to Lessee. If Lessor transfers its interest in the premises during the term of this lease, Lessor may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

Keys and Facility Access:

12. The Lessee will be issued additional keys to Lessee's lockers (if applicable) and three keys to the building or access codes and PIN as may exist from time to time. If the loss of these keys, by Lessee, requires Lessor to re-key the building and/or replace said keys or the keys of other users, Lessee shall be responsible for all reasonable costs associated therewith. The building keys may not be duplicated, nor the access codes and PIN provided to third parties. Internal equipment locker keys may be duplicated as necessary; however, lockers may not be re-keyed without permission of the Lessor and the Lessor must at all times have a key to all lockers in use by all organizations.

13. The Lessee acknowledges that this agreement allows Lessee limited access to the main entry door to the facility. Lessee shall not enter the facility at any time other than as set forth herein, without first obtaining permission from the Lessor.

Security, Supervision and Use Permits:

14. Lessor may at its discretion require the presence of a California licensed uniformed security guard at any approved activity. Such guard will be hired by the lessor and the charges will be added to the cost of rental.

15. Youth groups must have responsible adult supervision at all times. A supervising adult must sign the Lease Agreement.

16. Music, entertainment and event noise must all comply with the requirements listed in Supplement A.

17. 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 must comply with paragraph 4 above, be shut off at 9:45 PM P.M. and usage shall conclude before 12:00 Midnight.

Cleanup, Indemnification and Condition of the Premises:

18. Lessee shall not construct, maintain or permit to be constructed or maintained, any sign, or billboard on the roof or elsewhere on the premises, nor paint, nor hang nor permit or authorize others to paint, or hang any sign on the walls or grounds thereof without the prior written consent of Lessor.

19. Lessee accepts the leased premises subject to all zoning laws, ordinances, and regulations applicable to and regulating the use of the premises, and acknowledges that Lessor has made no representations or warranties as to the suitability of the premises for any particular use.

20. Lessee agrees that the leased premises are now in tenantable and good order and condition and that Lessee shall keep and maintain these premises in good and sanitary order and condition, and that no damages, alterations, or change whatsoever shall be made in or about the leased premises without the written consent of the Lessor. Unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done by or under the direction of the Lessor but at the cost of Lessee. All alterations, additions, and improvements made in and to the leased premises shall, unless otherwise provided by written agreement, be the property of Lessor and shall remain upon, and be surrendered with the leased premises. Lessee shall not mar or deface in any manner the walls, woodwork, or any other part of the leased premises. All damage or injury done to the premises or property of the Lessor by Lessee, or by any person who may be in or upon the premises with the consent of the Lessee, shall be paid for by the Lessee at the time of the damage or injury is inflicted. Lessee shall, at the termination of the lease, surrender the leased premises to Lessor in as good order and condition as receive, normal wear and tear excepted.

21. Lessee shall not maintain or store any hazardous or toxic material of any kind on the property. Further, Lessee shall indemnify and hold Lessor free and harmless from any loss, damage or liability that may be occasioned by any contamination of the property by any such hazardous or toxic material. As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR 302) and amendments thereto, such as substances, materials and wastes that are or become regulated under any applicable state or federal law.

22. 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.
23. The kitchen (if used) shall be left clean and 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.
24. 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.
25. No equipment, furnishings, utensils, dishes, tables, chairs or other items are to be taken outside of the building. All items used shall be clean before being returned to their proper places. This provision shall not apply to similar items owned by Lessee and which are brought into the leased premises and removed when the scheduled event has concluded. Lessee may contact Lessor with questions about any items belonging to Lessor that Lessee wants to use and Lessor, at its sole option, may agree to such or limited usage, which agreement shall be in writing and attached hereto as an additional "Schedule A".
26. Lessee is responsible for general clean up. The cost of any additional cleanup required as a result of Lessee's usage will be deducted from the security/cleaning deposit at the rate of \$50 per hour. Any cleanup charges will be the responsibility of the Lessee as set forth herein.
27. Lessor or Lessor's agent is given the right to enter or inspect the premises for any lawful or reasonable purpose, including but not limited to the following:
- (a) in case of an emergency;
 - (b) to make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors;
 - (c) When the Lessee has abandoned or surrendered the premises; and
 - (d) Pursuant to court order

Alcohol Consumption

28. Only beer, wine, wine products and/or champagne may be served with meals or refreshments in compliance with the requirements listed in Supplement A, for such use. No other liquor may be served. All containers, full or empty shall be removed from the premises by the Lessee at the conclusion of the usage. Alcohol SHALL NOT be stored on site at any time for any reason. An open bar, of any type, is not permitted.

Open flames and Smoking:

29. No candles or open flames of any sort may be used in the building.
30. Smoking is not permitted in the Santa Cruz Masonic Temple.

Parking and Personal Property

31. Lessee agrees that Lessee shall have the non-exclusive use in common with Lessor, other tenants of the premises, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to the rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the premises or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Parking facilities are considered part of the leased premises and therefore, Lessee's use of the Parking areas is 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.

32. Lessor is not responsible for any property left inside or outside of the leased premises 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:

33. 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 Lessees' scheduled 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 usage.

34. Lessee shall, at Lessee's expense, obtain and keep in full force and effect during the term of this Agreement a policy of Comprehensive Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage and shall insure Lessee with Lessor as an additional named insured against liability arising out of the use of the premises, and Lessee shall provide Lessor with current certificates of insurance evidencing Lessee's compliance with this paragraph.

35. Lessee shall, at Lessee's expense, obtain and keep in full force and effect, during the term of this Agreement and for the benefit of Lessee, a policy of insurance providing replacement cost, fire and extended coverage insurance with vandalism, malicious mischief and sprinkler leakage endorsements in an amount sufficient to cover the full replacement cost of all Lessee's personal property, fixtures, equipment, and tenant improvements. Lessor shall not be required to maintain insurance against theft within the leased premises.

36. Lessor shall obtain and keep in full force and effect during the term of this Agreement a policy or policies of insurance covering loss or damages to the premises, but not of Lessee's personal property, fixtures, equipment or tenant improvements, in the amount of the replacement cost thereof.

37. If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any acts or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and, in such event, Lessee shall be responsible for the costs of repair not covered by insurance.

38. If the building or the leased premises shall be destroyed by fire or other cause or be so damaged that they become untenable and cannot be rendered tenantable within ninety (90) days from the date of the injury, this Agreement may be terminated by Lessor. If the premises shall be so damaged as to not require a termination of this Agreement as above provided, then a proportionate allowance shall be made to Lessee for the rent hereinabove reserved corresponding to the time during which and to the portion of the premises of which the Lessee shall be so deprived. Lessee expressly waives the provisions of Section 1932 and Subdivision 4 of Section 1933 of the Civil Code of the State of California. Lessor shall be the sole judge as to whether such damage has caused said building or premises to be untenable, and as to whether they can be rendered tenantable within ninety (90) days from the date of injury.

Estoppel Certificate and Subordination:

39. **Estoppel:** An estoppel certificate may be issued under the following circumstances:

- (a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Agreement

is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Agreement or shall be conclusive upon Lessee (1) that this Agreement is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance, and (3) that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Agreement.

(c) If Lessor desires to finance, refinance, sell or otherwise hypothecate the premises, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall include the past three years financial statements of the Lessee. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

40. **Subordination:** Lessee's interest in the premises, building and property of Lessor shall be subject and subordinate at all times to the lien of any mortgage or trust deed or deeds which may now exist or which may be placed upon the premises or the property of which the premises are a part, and Lessee covenants that it will execute and deliver to Lessor or the nominee of Lessor proper subordination agreements to this effect at any time upon the request of Lessor and without payment being made therefore. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased premises of the building, and Lessee agrees upon demand to execute such further instruments subordinating this Agreement or attorning to the holder of any such liens as Lessor may request. In the event that Lessee should fail to execute any instrument or subordination herein required to be executed by Lessee promptly as request, Lessee hereby irrevocably constitutes Lessor as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by Lessor execute and deliver to such person as Lessor shall request a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Agreement have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

Enforcement, Termination, further Conditions and Covenants:

41. 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, claims by or as a result of any person who acts in a manner that may cause injury to self or others during the course of the usage.

42. This agreement may be terminated by either party upon written notice to the other party of the first party's intent to terminate and shall be effective immediately upon the service of such notice. Such notice need not be for cause. Lessee waives the right to notice as otherwise set forth in California Civil Code section 1946 et. Seq, California Code of Civil Procedure section 1162 et. Seq., and any other statutes that would otherwise apply. Lessee agrees that the notice may be sent by electronic submission or regular mail, postage prepaid to the address set forth on Attachment "A".

43. Lessee shall, at least thirty (30) days before the date of expiration of this lease, give Lessor a written notice of intention to surrender the leased premises on that date. If such notice is not given, the Lessee shall be liable for rent of one additional month in the event that Lessee shall have vacated the leased premises, at the expiration of the term of this Agreement.

44. If Lessee holds possession of the premises after the expiration of the term of this Agreement, Lessee shall become a tenant at sufferance and shall be liable for monthly rent of one thousand five hundred dollars (\$1500.00), per month, payable in advance on or before the first (1st) day of each and every calendar month and shall continue until such tenancy shall be terminated by Lessor or Lessee and the premises delivered to Lessor.

45. Lessee agrees that if the estate created hereby shall be taken on execution, and such execution shall not be satisfied, canceled or otherwise removed within thirty (30) days after notice by Lessor, or if the Lessee shall be adjudicated bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, the Lessor may immediately terminate this Agreement. Lessee covenants that in case of such termination it will indemnify Lessor against all loss of rent which Lessor may incur by reason of such termination, during the residue of the term above specified.

46. This rental use agreement shall not be assigned or transferred to any party. Any transferal will immediately terminate this Agreement. In such event, Lessee shall be responsible for any damages and costs suffered by Lessor as a result of the termination, including but not limited to those set forth herein.

47. Except as otherwise set forth herein, should Lessee fail to pay any part of the rents herein specified, at the times or in the manner herein provided, or fail to comply with or perform any other of the terms, conditions, covenants and agreements of this Agreement on the part of Lessee to be performed or complied with, or should Lessee abandon the leased premises, then and in that event, Lessor, at its sole option, may terminate this Agreement, and Lessor and Lessee shall have the rights and remedies provided in California Civil Code, Section 1951.2. Lessor may pursue any remedy whatsoever provided for by law, and in any event, Lessor shall be entitled to the possession of the leased premises at the lawful termination of this lease. Lessor is hereby authorized to remove and store at Lessee's expense any personal property which Lessee abandons on the leased premises upon vacating those premises. The rights of Lessor under this Agreement shall be cumulative to all other rights or remedies given to Lessor by law or by the terms of this Agreement.

48. This agreement is subject to the laws of California, which State has exclusive jurisdiction over any claims arising here from. This agreement may be amended or modified only by an agreement in writing, signed by all parties hereto. If any part of this rental use agreement shall be declared invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

49. In the event of litigation between the parties to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs.

50. Lessee is responsible to ensure its compliance with all parts of this agreement. Failure to comply with the terms of this Agreement may, in addition to other remedies provided herein and pursuant to law, result in the cancellation of any event scheduled by Lessee at the option of Lessor. Said cancellation will be deemed a cancellation by Lessee within twenty-five (25) days of the scheduled event and will be so construed under paragraphs 7 and 11 hereinabove.

51. Each and every covenant and term hereof to be kept and performed by Lessee is expressly made a condition, upon breach whereof Lessor may terminate this Agreement and exercise all rights of entry and reentry upon the leased premises, as well as exercise any and all other legal remedies, as provided by law, except as otherwise set forth herein. Lessor shall use all legal remedies to mitigate any and all damages caused by Lessee's breach of any condition.

52. The failure or omission of Lessor to terminate this Agreement for any violation of any of its terms, conditions, or covenants shall in no way be deemed to be a consent by Lessor to such violation, and in no

way shall bar, estop or prevent Lessor from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

53. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter thereof. This Agreement contains the entire agreement of the parties hereto for the purposes stated hereinabove. There are no other written or oral promises, covenants or conditions.

54. This Agreement shall include and inure to and bind the heirs, executors, administrator, successors and assigns of respective parties hereto; but nothing in this paragraph contained shall be construed to modify or impair in any manner any of the provisions and restrictions of this Agreement relating to the assignment of the Agreement or any interest therein, or to the subletting or underletting of the leased premises or any part thereof.

55. This Agreement is a Commercial lease. No residential tenancy or dwelling is included and is specifically excluded.

56. In witness thereof, the parties have executed this rental use agreement and agree to all conditions set forth.

Dated _____ Lessee: _____

By: _____

Dated _____ Lessor: Santa Cruz Masonic Temple Foundation

By: _____

SCHEDULE "A" ¹

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 Name

(-----today's date ----- date contract is signed-----)

Lessee's full name:	
Lessee's Phone Number and email:	
Mailing Address:	
City:	
State, Zip Code:	
Lessee's representative at the event	
Representative's Phone Number if different	
Desired Date(s) of Use:	
Beginning of Preparation/Setup Time:	
Published Start Time of Activity:	
Nature of Activity:	
Published Ending time of Activity 10 PM latest:	
Time by which Lessee will complete cleanup and vacate the facility:	
Total Usage Time:	
Name of person or agency who will clean up after activity:	
Phone Number for this person/agency:	
Will your event include the consumption of alcohol?	YES _____ NO _____
How many people will be at your activity:	
Entertainment: Will there be a Band, DJ or dancing?	YES _____ NO _____

Please Complete back side of this form

¹ Applicant may make as many copies of Schedule "A" as required to cover additional dates for such things as rehearsals, practices, parties.

The following restrictions must also apply to your event:

1. Event music must stop before 2145 hours (9:45 pm)
2. If alcohol is present at the event, it must be served in accordance with your Alcohol Beverage Control License conditions or when the event is by:
 - **Invitation-Only:** Your event is not open to the public. Only invited guests can attend.
 - **Host-Sponsored Alcohol:** The host provides all alcohol at their own expense.
 - **No Sales of Alcohol:** Guests are not paying for drinks in any way, **no cash bar, no drink tickets, no donations, no corkage fees, no tips.**
 - **No Entry Fees:** There are **no cover charges, admission tickets, raffles, or Tips** that could be interpreted as covering the cost of alcohol.
3. Alcohol service shall stop at 2145 hours (9:45 pm).
4. There shall be a monitor at all exits to prevent alcohol from being taken out of the building.
5. Intoxicated people will not be served alcohol.
6. Persons under the age of 21 must not be served alcohol.
7. Persons serving alcohol should attend a Responsible Beverage Service class with the Santa Cruz Police Department. Classes can be arranged through the Alcohol Enforcement Officer for future events.
8. Responsible Party shall monitor sound levels so as not to violate the Santa Cruz Municipal Code.
9. Any live entertainment or other amplified sound must not be audible outside of the structure of the establishment.
10. Complaints of loud music may result in the revocation of authorization.
11. Obey all lawful orders by members of the Santa Cruz Police Department.

As the host of this event, I will take personal responsibility for these above requirements:

Signature:	Print full name:	DATE: