



# Eagle Grange #1

Route 15 & East Blind Road  
Montgomery, PA 17752



## USAGE AGREEMENT - RULES AND REGULATIONS

*(adopted 10/27/2020)*

1. No agreement for usage of Eagle Grange premises shall be effective without the signature of the party requesting usage and the approval of an authorized Grange official endorsed thereon.
2. Members of Eagle Grange # 1 in good standing shall have the privilege of using the facilities for personal and family events for a reduced donation as set forth in #19. This provision may not be used for group/organizational activities with which the Grange member may be affiliated.
3. User agrees that this agreement is being made for the purposes of the user only. The usage cannot be assigned to anyone other than the person signing this agreement.
4. Use of the Grange Hall by minors shall be only upon a usage agreement by responsible adults. Such agreements shall specifically state the names and addresses of the responsible adult chaperones. Chaperones will be present continually from the beginning of use of the premises by the minors until all minors have left the premises and shall be responsible for the conduct of the minors while on the premises.
5. Persons using the premises shall not enter those premises prior to 8:00 am on the day set forth in the usage agreement. The Grange official endorsed on the usage agreement will be responsible for mutually satisfactory arrangements relative to unlocking of the Grange Hall and instruction of the parties using the premises relative to use of the facilities, equipment, etc. Parties using the premises will not be issued keys.
6. The Grange will assume no liability or responsibility for materials, equipment, or other property brought onto the Grange premises by the user, guests and invitees. A responsible person must be present in the building at all times that it is unlocked or food is cooking.
7. All parties using the premises shall leave the property by 10:00 pm of the day set forth in the usage agreement. The party using the premises accepts responsibility for turning off of all lights, reasonable securing of the building, and the removal of all garbage at the time of leaving. Failure to perform these tasks will result in an additional custodial charge of \$50 being assessed.
8. No smoking shall be permitted within the building.
9. All activities upon the premises will be conducted in a peaceful, orderly and lawful manner. No unlawful, dangerous or hazardous activities or instrumentalities will be conducted or brought upon the premises.
10. Parties using premises must provide all desired refreshments, decorations, and supplies for the event being conducted on the premises. User is not permitted to use tape of any kind (duct, masking, transparent), nails, screws, tacks or other materials which may deface the walls, ceiling, floors or woodwork.
11. Any Grange personal property upon the premises which has been authorized for use in connection with the usage (e.g. refrigerator, stove, microwave) shall be used properly with reasonable care and shall be cleaned/restored to its proper place at the conclusion of use of the premises.
12. No damage or injury shall be done or caused to the premises and the premises shall be left in a clean and orderly condition and the same state of repair as at the commencement of use. The user shall be liable to pay the cost of repair or replacement of any damage, loss or injury to the premises or any Grange personal property during the use of the premises.
13. The individual or group using the premises, by execution of this agreement, accepts the premises in the condition prevailing at the time of use and shall be responsible for the safety of the persons and property of all persons entering

upon the premises while being used by the individual or group. Such person or group will indemnify and save harmless the Eagle Grange of and from any and all claims and demands whatsoever for injury of damage to the persons or property of persons entering upon the premises while the individual or group is using the premises.

14. User acknowledges that COVID-19 infections have been confirmed through the United States, including Lycoming County, Pennsylvania. The user fully understands and appreciates both the known and potential coronavirus dangers of utilizing the facilities and services of the Grange and acknowledges that use thereof may, despite the Grange's reasonable efforts to mitigate such dangers, result in exposure to COVID-19 by attendees, which could result in quarantine requirements, serious illness, disability and/or death.
15. User agrees to follow all guidelines of the Center for Disease Control, Pennsylvania Department of Health and all state and local governments with regard to COVID-19 in its use of the facility. User for self and on behalf of its members, guests and invitees, hereby releases and agrees to indemnify, defend and hold harmless the Grange, its officers, directors and members, from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liability (including attorney fees) arising either directly or indirectly from or related to any and all claims made by members due to bodily injury, death, loss of use, monetary loss, or any other injury, from or related to or claimed to have arisen out of usage of the Grange building, its facilities, tools, equipment, personal property or materials, whether caused by the negligence of the Grange or otherwise specifically related to COVID-19.
16. Liability Insurance - All parties using the Premises shall maintain during their usage the following insurance at the users cost: Commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability with a general aggregate limit of not less than \$1,000,000 for injury to one person, \$2,000,000 for injury to two or more persons on one occurrence. Such insurance shall cover all risks arising directly or indirectly out of parties (users) activities on, or any condition of, the premises. Certificate evidencing such insurance and bearing endorsements requiring written notice to Eagle Grange prior to any change or cancellation shall be furnished to Eagle Grange prior to the party's use of the premises.
17. Alcohol may be served at functions held in the Grange Hall if prior permission is obtained and the user agrees that to assume complete and total responsibility for any and all accidents and agrees to hold harmless the Eagle Grange #1. User also agrees not to serve any alcoholic beverages to anyone under 21 years of age and not allow anyone intoxicated to drive.
18. When alcohol is to be served during a usage of the hall, the Certificate of Insurance provided (see #16 above) must specifically state this fact and hold harmless Eagle Grange #1, its officers and members from any alcohol related liability.
19. Suggested daily usage donations shall be as follows:

	<u>Public</u>	<u>Member</u>
No alcohol served	\$100	\$50
Alcohol served	\$150	\$75
20. Suggested donation amounts are in effect for up to twelve (12) months from date completed application is received by the Grange and are subject to change for any agreements executed more than one year in advance of event.
21. Eagle Grange reserves the right to waive the suggested usage donation on a case-by-case basis and will automatically do so when the premises are used to serve a luncheon following the funeral of a Grange member in good standing.
22. Donations shall be made payable to: **EAGLE GRANGE #1** and shall be delivered, along with the required *Certificate of Insurance*, to the designated Grange official appearing on the agreement prior to the unlocking of the hall on the day of the scheduled event.
23. If a usage donation is not received as suggested, the usage will be considered to be canceled.
24. The suggested usage donation for use of the Grange Hall may be waived in the event of a public information meeting sponsored for the community by a non-profit organization or governmental agency. To be eligible for such waiver, there must be no registration fee or other cost charged to participants and the intent of the meeting must be strictly for distribution of information without any sale of good or services. All requests for such waiver must be submitted to the Grange in writing in advance of the date of the meeting with its purpose clearly stated. A *Usage Agreement* must be completed and signed even when the usage is complimentary.
25. Violation of any of these rules and regulations shall immediately terminate the usage agreement as hereinafter provided and all persons on the premises may be required to leave immediately. Such violation shall act as forfeiture to the Grange of any usage donation made to the Grange under this agreement but shall not release the leasing party from any obligation or responsibility thereunder.

(Please sign and return this agreement with deposit.)

## USAGE AGREEMENT

**Eagle Grange Hall**

Route 15 & East Blind Road, Montgomery, PA 17752

**USAGE DATE:** \_\_\_\_\_ **TIME:** From \_\_\_\_\_ to \_\_\_\_\_

**WILL ACOHOL BE SERVED AT EVENT:** Yes \_\_\_\_\_ No \_\_\_\_\_

**SUGGESTED USAGE DONATION AMOUNT:** \$ \_\_\_\_\_

All usage donations shall be made payable to *EAGLE GRANGE #1*.

**CERTIFICATE OF INSURANCE PROVIDED:** Yes \_\_\_\_\_ No \_\_\_\_\_

*THE UNDERSIGNED hereby agrees to use the Eagle Grange Hall premises at the intersection of Route 15 & East Blind Road, Montgomery, Lycoming County, Pennsylvania, in such part, for the suggested usage donation designated, on such date, for the period of time noted, and under the conditions outlined on the attached agreement. The undersigned further agree(s) to be bound by all of the obligations and terms set forth in the Rules and Regulations relating to the usage and use of the said Grange Hall premises and acknowledge(s) receipt of a copy thereof.*

### **ACCEPTANCE: SIGNATURE OF RESPONSIBLE USER**

SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

PRINT NAME SIGNED ABOVE \_\_\_\_\_

IF NOT INDIVIDUAL USAGE, ORGANIZATION NAME USING PREMISES \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

(If event is for minors, please list name and addresses of all adult chaperones on reverse side.)

### **APPROVAL: SIGNATURE OF AUTHORIZED GRANGE REPRESENTATIVE**

\_\_\_\_\_  
DATE \_\_\_\_\_

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