



International City Masonic Center  
 Palos Verdes Building Fund, Inc.  
 5155 East Pacific Coast Highway  
 Long Beach, CA 90804

## HALL ASSOCIATION YEARLY USE AGREEMENT

**Palos Verdes Building Fund, Inc. (“Hall Association”)** agrees to permit the Licensee named below to use the **Premises**, defined below, on a nonexclusive basis, subject to the terms and conditions as outlined below.

### 1. Licensee:

Entity Name: \_\_\_\_\_

Masonic Affiliation:  Yes  No

California Corp:  Yes  No

If **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 5155 East Pacific Coast Highway, Long Beach, CA, 90804 (the “**Hall Property**”) also referred to as the International City Masonic Center.

Facilities included in this agreement:

Banquet Hall  Other (see Details below)

Kitchen

Stage

Lodge Room

Lounge

Classroom

Conference

Parking Lot

Storage Closet

(described in ‘other’)

**3. Event:**

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

Use Schedule:

**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 11:00 pm)

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

**Maximum Number of Attendees:** 250

**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     serving 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, beverages, & candies 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, and (iv) 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 chaperones present. All minors will be supervised by adults at all times. No minors shall be allowed to enter the kitchen or service areas. Smoking of any type is not permitted on the Premises or on the Hall Property.

##### **(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 in writing with at least 60 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 Los Angeles County, California.

**(n) No Joint Venture.**

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

**(o) Advertising.**

The Licensee agrees that no public invitational advertising of the event (on Facebook, Twitter or any other online space) will be posted. Personal events with your guest lists are approved but must be private. 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) Palos Verdes Building Fund to provide:**

- 1) Automated phone voice mail / forwarding at phone number (562) 494-3332. Extension and forwarding service to be determined and confirmed yearly, separately.
- 2) High Speed Internet Access with pass code. Code subject to that change monthly and will be provided to the Authorized Representative.
- 3) Code or Key access to building and the rented rooms. Coded access is subject to reprogramming every 6 months.
- 4) Cleaning products, brooms, mops, and access to areas that hold chairs, tables, etc.

**6. Fee and Payment Terms:**

Fixed Monthly Costs (phone/internet/storage): \$\_\_\_\_\_ .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:

Palos Verdes Building Fund, Inc.  
Rental Coordinator  
5155 East Pacific Coast Highway  
Long Beach, CA 90804

Telephone: (562) 494-3332 x3

Email: treasurer@  
InternationalCityMasonicCenter.com

**Licensee**

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_