



Franklin Masonic Lodge Number 11
Free & Accepted Masons
 Rental Agreement and Contract

Event Date:		Event Start Time:	
Set-Up Time:		Event End Time:	

Event Name: _____ **# Of Attendees** _____

Single Event: **or Multiple days/nights:**

Client/Corporation: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Primary Phone: _____ **Secondary Phone:** _____

Email address: _____

Type of Entity: Club Association Corporation LLC Individual Other

- A signed contract is due before the building will be rented.
- All renters must be 21 years of age, the person signing this contract must pick up the key. A copy of your driver's license, or other identification will be scanned during key pickup.
- The date hold fee must be delivered to reserve your date. This fee is non-refundable.
- The balance of your rental fee will be due fourteen (14) days prior to your event.
- A copy of your Special Event Liability Insurance is due no later than ten (10) days prior to your event. Otherwise, you must complete the Hold Harmless & Indemnification Agreement.
- A Rental Day is considered from 6:00 AM to Midnight per day.

Cancellation: Date hold fee is non-refundable. No refunds of the space rental fees thereafter will be refunded if canceled forty-five (45) days prior to an event, as your agreement to rent the Franklin Masonic Lodge #11 F&AM may cause the loss of additional bookings and business. If circumstances beyond the control of Franklin Masonic Lodge #11 F&AM force us to cancel your reservation, Franklin Masonic Lodge #11 F&AM will refund all sums paid. If the full rental payment is not received fourteen (14) days prior to your event, Franklin Lodge #11 F&AM reserves the rent to cancel your reservation without a deposit refund. If your rental is cancelled due to failure to follow CITY, COUNTY, STATE AND FEDERAL LAWS, your deposit will not be refunded. Franklin Lodge #11 F&AM reserves the right to cancel any event held at the Lodge for any reason.

Payments: All checks should be made to Franklin Lodge #11 F&AM Cash, Checks, and all major credit cards are accepted.

Client Initials: _____ **Date:** _____



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EVENT TYPE:

Please select all that apply for your event.

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Art Festivals / Show | <input type="checkbox"/> Auctions | <input type="checkbox"/> Award Presentations | <input type="checkbox"/> Banquets |
| <input type="checkbox"/> Baptisms | <input type="checkbox"/> Barbecue / Cooking | <input type="checkbox"/> Black Tie Events | <input type="checkbox"/> Craft Fairs |
| <input type="checkbox"/> Breakfasts | <input type="checkbox"/> Baby Showers | <input type="checkbox"/> Casino Nights | <input type="checkbox"/> Fairs |
| <input type="checkbox"/> College Fairs | <input type="checkbox"/> Bridal Showers | <input type="checkbox"/> Educational Seminars | <input type="checkbox"/> Luncheons |
| <input type="checkbox"/> Concerts | <input type="checkbox"/> Comedy Shows | <input type="checkbox"/> Graduation Ceremonies | <input type="checkbox"/> Parties |
| <input type="checkbox"/> Dances | <input type="checkbox"/> Open Event | <input type="checkbox"/> Job / Career Fairs | <input type="checkbox"/> Receptions |
| <input type="checkbox"/> Film Showings | <input type="checkbox"/> Ticketed Event | <input type="checkbox"/> Voter Registration | <input type="checkbox"/> Pageants |
| <input type="checkbox"/> Graduation Parties | <input type="checkbox"/> Health Fairs | <input type="checkbox"/> Speaking Engagements | <input type="checkbox"/> Galas |
| <input type="checkbox"/> Meetings | <input type="checkbox"/> Memorial Services | <input type="checkbox"/> Silent Auctions | <input type="checkbox"/> Dinners |
| <input type="checkbox"/> Photo Shoots | <input type="checkbox"/> Political Dinners | <input type="checkbox"/> Theatrical Performances | <input type="checkbox"/> Non-profit Event |
| <input type="checkbox"/> Retreats (Corporate) | <input type="checkbox"/> Reunions | <input type="checkbox"/> Choral Competitions | <input type="checkbox"/> Community |
| <input type="checkbox"/> Symphony Concerts | <input type="checkbox"/> Talent Shows | <input type="checkbox"/> Book Signings | <input type="checkbox"/> Funeral |
| <input type="checkbox"/> Wedding/Reception | <input type="checkbox"/> Wine Tasting | <input type="checkbox"/> Other | |

TERMS & CONDITIONS:

ATTORNEY FEES. In the event Franklin Masonic Lodge #11 F&AM, retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

CITY, COUNTY, STATE AND FEDERAL LAWS. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free, alcohol free, and non-smoking facility always, NO EXCEPTIONS. The building is alcohol free due to Warrenton, Georgia Code of Ordinances – PART II CODE OF ORDINANCES Sec. 4-5. - Public consumption of alcoholic beverages. *“No person shall in the city drink alcoholic beverages or possess alcoholic beverages in any open container while upon or within any parked vehicle, upon or in any public street, alley, parking lot, park or city owned and operated recreation center, public building or any parking area adjacent to any place of business conducted and licensed under this chapter.”* Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Franklin Masonic Lodge #11 F&AM reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Franklin Masonic Lodge #11 F&AM or the safety of its staff, guests, or building contents.

Client Initials: _____ **Date:** _____



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CLEAN UP. The Franklin Masonic Lodge #11 F&AM should be returned to the state it was left in or better. *If you notice any issues with the building as you arrive, please document these with photo evidence.* Please refer to the cleanup addendum in this contract for required cleanup provisions before returning the key to the Depot Welcome Center in Downtown Warrenton. *Any items left undone will incur a fee per the fee schedule.*

CAPACITY. The renter understands that the maximum standing capacity of the Franklin Masonic Lodge #11 F&AM is 50 people and will not exceed this limit.

CONDUCT. There is absolutely no drug use or smoking of any kind tolerated on premises or within 10 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Franklin Masonic Lodge #11 F&AM staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

DAMAGES. If any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage, floor gouges, damaged tables or chairs, broken exhibits) the renter will be charged and this fee will be added to the final bill. If the building or any part of the premises or its historic contents, including furniture, plaques, curtains or exhibits, is damaged during the event, the renter will be solely responsible for such damage.

ELECTRICAL. All lights, air conditioning, and other items should be turned off before leaving the building. If any items are left on, you will be required to pay a fee per the fee schedule included in this contract.

ENTRY AND EXIT. Renter agrees that Franklin Masonic Lodge #11 F&AM staff may enter and exit premises during the course of the event.

FOOD ON SITE. Franklin Masonic Lodge #11 F&AM allows food to be catered in from off-site. We do have the facilities currently to reheat food. We do not have the facilities to cool or store food. Water is available from the restrooms and kitchen. Please ensure that your caterer or food coordinator understands our venue and your needs. All food must be removed from the building, and all trash thrown into appropriate bins. We do not provide any dishes, glassware, pots, pans, knives, etc. We do have a kitchen on site and an area to wash dishes. Food should never be left in the building overnight.

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Date: _____



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INSURANCE. The Renter is advised to obtain Special Event Insurance to ensure their protection for any accidents, personal injury, damages, or issues that arise from their event. If insurance is not provided the Hold Harmless & Indemnification Agreement must be completed.

LIABILITY. Renter agrees to indemnify, defend, and hold Franklin Masonic Lodge #11 F&AM, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at the Franklin Masonic Lodge #11 F&AM.

LOST AND FOUND. The Franklin Masonic Lodge #11 F&AM takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

MODIFICATION. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties. At the time of modification, both parties may change the contract.

NOISE. Renter acknowledges that the premises are located near residential and commercial units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at Franklin Masonic Lodge #11 F&AM staff discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to renter.

OPPORTUNITY TO REVIEW. By executing this Agreement the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of "Terms and Conditions," and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement.

PROMOTIONS AND COPYRIGHT. It is important to us that you have a fantastic and successful event. Franklin Masonic Lodge #11 F&AM can be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event if using our logo. We are happy to provide professional created images and logos of the Franklin Masonic Lodge #11 F&AM for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes.

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SETUP. Franklin Masonic Lodge #11 F&AM rents the building for one calendar day. Extra time may be given depending on the demand, business hours, etc. This is not guaranteed, and if you require more time for setup you will be required to rent the building for multiple days.

SITE DECORATION. Franklin Masonic Lodge #11 F&AM wants to make every event here a special and welcome experience; therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. The renter is allowed to use the Franklin Masonic Lodge #11 F&AM tables and chairs located in the main room. The renter is in charge of setting up tables and chairs. We ask that only the staff of Franklin Masonic Lodge #11 F&AM rearrange and move any plaques, wall hangings or signage. No nails, screws, staples or penetrating items should be used on our walls or exhibit surfaces. Any tape or gummed backing materials must be properly removed, and any wall damage will be added to the final charges. Any violations of this clause will incur a charge per the fee schedule.

SMOKE-FREE FACILITY. Franklin Masonic Lodge #11 F&AM is a smoke-free facility. Although the building is equipped with fire monitoring, Franklin Masonic Lodge #11 F&AM is located in a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff. Any violations of this clause shall incur a charge per the fee schedule.

SEVERABILITY. In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

TRASH REMOVAL. At Franklin Masonic Lodge #11 F&AM, one trash can is provided for the removal of trash. Once the event is complete, the Renter is responsible for any trash generated and required to remove all trash from the property. Any violations of this clause will result in a charge per the fee schedule.

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CREDIT CARD AUTHORIZATION FORM

Franklin Masonic Lodge #11 F&AM requires a credit card authorization form to be completed if you are not completing the charge in-person with us. **If you plan to pay with cash, in-person with card or check, please do not fill this form out.**

Please complete and sign this form to authorize Franklin Masonic Lodge #11 F&AM to make a debit(s) to your credit card listed below.

By signing this form, you give Franklin Masonic Lodge #11 F&AM permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Franklin Masonic Lodge #11 F&AM to immediately charge my credit account a date-hold deposit of \$ _____ and charge the remainder due of \$ _____ fourteen (14) days before my event. I acknowledge the date hold fee is non-refundable and the remainder is refundable based on the above contract.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address: _____ **Billing Phone:** _____
City, State, Zip: _____ **Email:** _____

<p>Account Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover</p> <p>Cardholder Name: _____</p> <p>Account Number: _____</p> <p>Expiration Date: _____ CVV Number: _____</p>
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Signature: _____ **Date:** _____

I authorize Franklin Masonic Lodge #11 F&AM to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.



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Fee Schedule

	General Event
Date Hold Fee:	\$100.00
Rental Fee:	\$150.00
Maintenance Fee:	\$0.00
Refundable Deposit:	\$250
Total:	\$500.00

Date Hold Fee is nonrefundable and due immediately.

Discounts: _____ **Reason:** _____

Rental Fee is nonrefundable and due fourteen (14) days before the event.

A refundable deposit is refundable if the building is clean, and no damages are present. Please read the above clauses in the Terms and Conditions for more information.

Deposit Fees

The following fees will be deducted from the Refundable Deposit if any of the above clauses are breached. If the fees charged are more than the deposit, you will be contacted to pay an extra due.

- Air Condition/Heat not turned off:** \$100.00
- Trash bins outside overfilled/Trash left next to bin:** \$100.00
- Floors Sticky/Spilled Drinks:** \$100.00
- Lights left on:** \$25.00
- Food remaining in building & not disposed of:** \$75.00
- Damages to building due to decorations/event:** \$50.00 + Cost of Repairs or \$15.00 per hour per person of staff time to repair
- Doors being unlocked or not closed completely:** \$100.00 (per door)
- Restrooms not cleaned/trash removed:** \$50.00
- Food remnants on floor/walls/counters/tables:** \$75.00
- Smoking in the facility:** \$150.00
- Use of restricted areas and any carpet stains:** \$250.00
- Keys returned late:** \$25.00
- Glitter on floor after event:** \$100.00
- Broken windows in Doors:** \$25.00 + Cost of Repairs

By signing this contract, you agree to the above fee schedule, and understand that failure to pay any fees will result in future rentals being denied. If damage occurs, the Renter is responsible for any costs that exceed the above listed deposit.

OFFICE USE ONLY

Amount:	Method of Payment:	Date:	Rental, Deposit or Date Hold Fee:	Funds Pay By:	Received By:

Methods of Payments: Cash, Check, Money Order or Credit Card

Client Initials: _____ **Date:** _____



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Cleaning Checklist

Main Room

- Vacuum floors
- Clean tables if used
- Remove all trash from building
- If floors are sticky from spills, spot mop as needed
- Remove any decorations added for your event
- Place all tables and chairs back in their original areas
- Ensure any moved items are placed back in their original areas
- Turn off heat/air when finished

Restrooms

- Sweep floors
- Clean toilet if needed
- Remove all trash from restrooms
- Clean mirror & sink as needed
- If floors are sticky from spills, spot mop as needed

Kitchen

- Sweep floors
- Ensure the Oven/stove is cleaned if used
- Remove all trash and food from the kitchen
- If floors are sticky from spills, spot mop as needed
- Remove any decorations added for your event

Outdoors

- Ensure any trash from your event is picked up
- Ensure trash cans are filled, lids are closed, and no trash is outside the bin

Friendly reminder, all trash must be removed from the property by you. The bin should be empty, and garbage should not be placed next to the bin.

The Key MUST BE returned by Noon on the next business day unless otherwise listed in the special notations in your contract. Please note returning the key indicates you have completed all items above.

Client Initials: _____ Date: _____



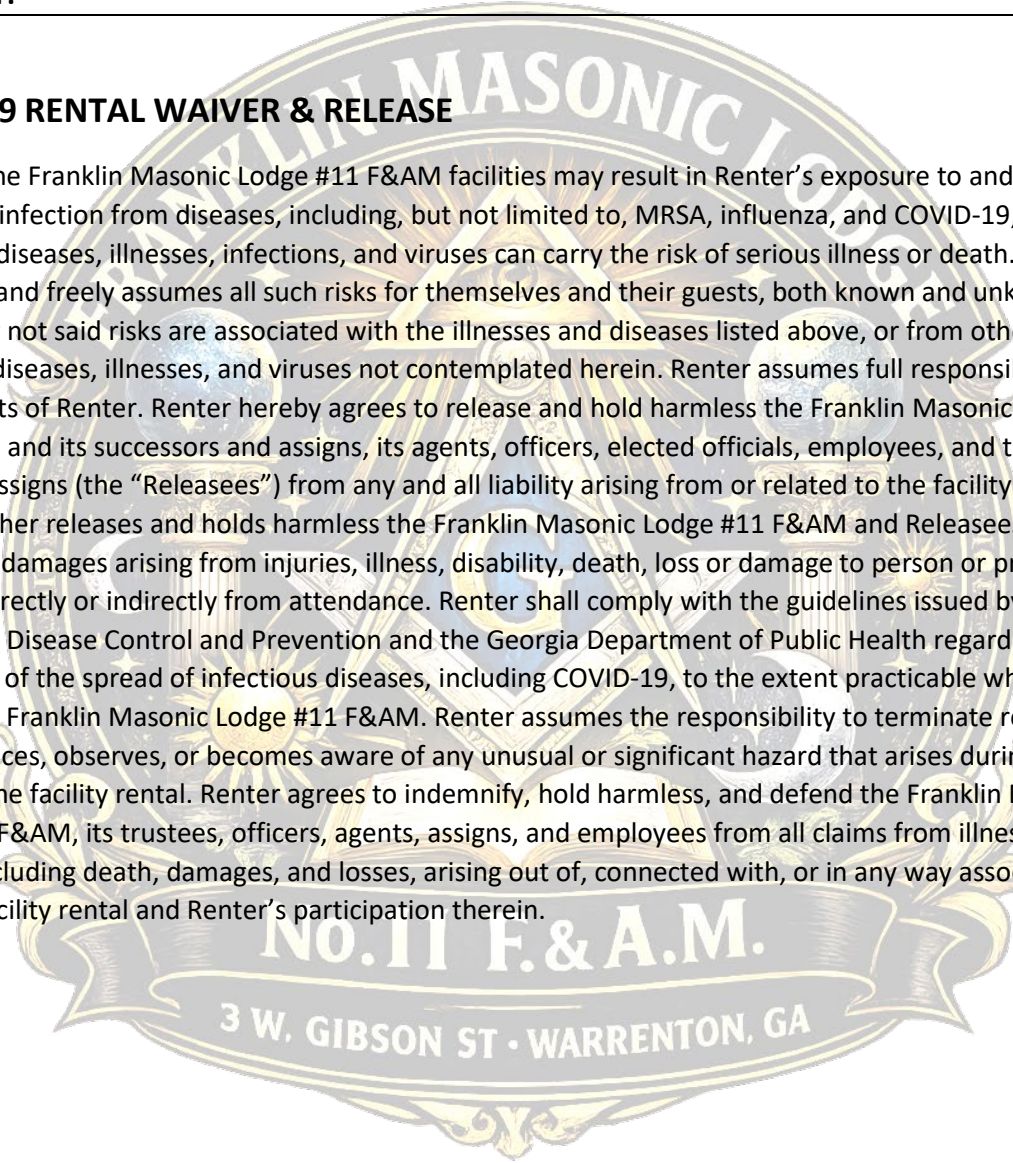
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SPECIAL NOTATIONS FOR YOUR RENTAL

<input type="checkbox"/> The Kitchen is off limits for your event.
<input type="checkbox"/> The back stairwell and second floor are off limits for your event.
<input type="checkbox"/> The building will be rented the day before your event.
<input type="checkbox"/> The building will be rented the day after your event.
<input type="checkbox"/> Parking is limited due to:
<input type="checkbox"/> The key must be returned by:
<input type="checkbox"/> Other:

COVID-19 RENTAL WAIVER & RELEASE

Rental of the Franklin Masonic Lodge #11 F&AM facilities may result in Renter’s exposure to and/or illness and infection from diseases, including, but not limited to, MRSA, influenza, and COVID-19, and that these diseases, illnesses, infections, and viruses can carry the risk of serious illness or death. Renter knowingly and freely assumes all such risks for themselves and their guests, both known and unknown, whether or not said risks are associated with the illnesses and diseases listed above, or from other infectious diseases, illnesses, and viruses not contemplated herein. Renter assumes full responsibility for all guests of Renter. Renter hereby agrees to release and hold harmless the Franklin Masonic Lodge #11 F&AM, and its successors and assigns, its agents, officers, elected officials, employees, and their heirs and assigns (the “Releasees”) from any and all liability arising from or related to the facility rental. Renter further releases and holds harmless the Franklin Masonic Lodge #11 F&AM and Releasees from any and all damages arising from injuries, illness, disability, death, loss or damage to person or property, resulting directly or indirectly from attendance. Renter shall comply with the guidelines issued by the Centers for Disease Control and Prevention and the Georgia Department of Public Health regarding the prevention of the spread of infectious diseases, including COVID-19, to the extent practicable while renting the Franklin Masonic Lodge #11 F&AM. Renter assumes the responsibility to terminate rental if Renter notices, observes, or becomes aware of any unusual or significant hazard that arises during the course of the facility rental. Renter agrees to indemnify, hold harmless, and defend the Franklin Masonic Lodge #11 F&AM, its trustees, officers, agents, assigns, and employees from all claims from illnesses, injuries, including death, damages, and losses, arising out of, connected with, or in any way associated with the facility rental and Renter’s participation therein.



Client Initials: _____ **Date:** _____



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Hold Harmless & Indemnification Agreement

Intending to be legally bound hereby, the undersigned Renter of the Franklin Lodge #11 F&AM agrees and does hereby release from liability and to indemnify and hold harmless Franklin Lodge #11 F&AM, and any employees, agents or volunteers represented or related in regards to:

- Hosting an event at the Franklin Masonic Lodge #11 F&AM
- Serving food at the Franklin Masonic Lodge #11 F&AM
- Inviting guests to the Franklin Masonic Lodge #11 F&AM
- Waive liability for any legal proceedings due to Rental
- Have been informed in this contract previously that insurance is recommended and have decided not to purchase said insurance.

This release is for any and all liability for personal injuries (including death), property losses, or damage occasioned by, or in connection with the person or entity being released.

The undersigned further agrees to abide by all the rules and regulations promulgated by the person or entity being released and / or its affiliate groups and vendors.

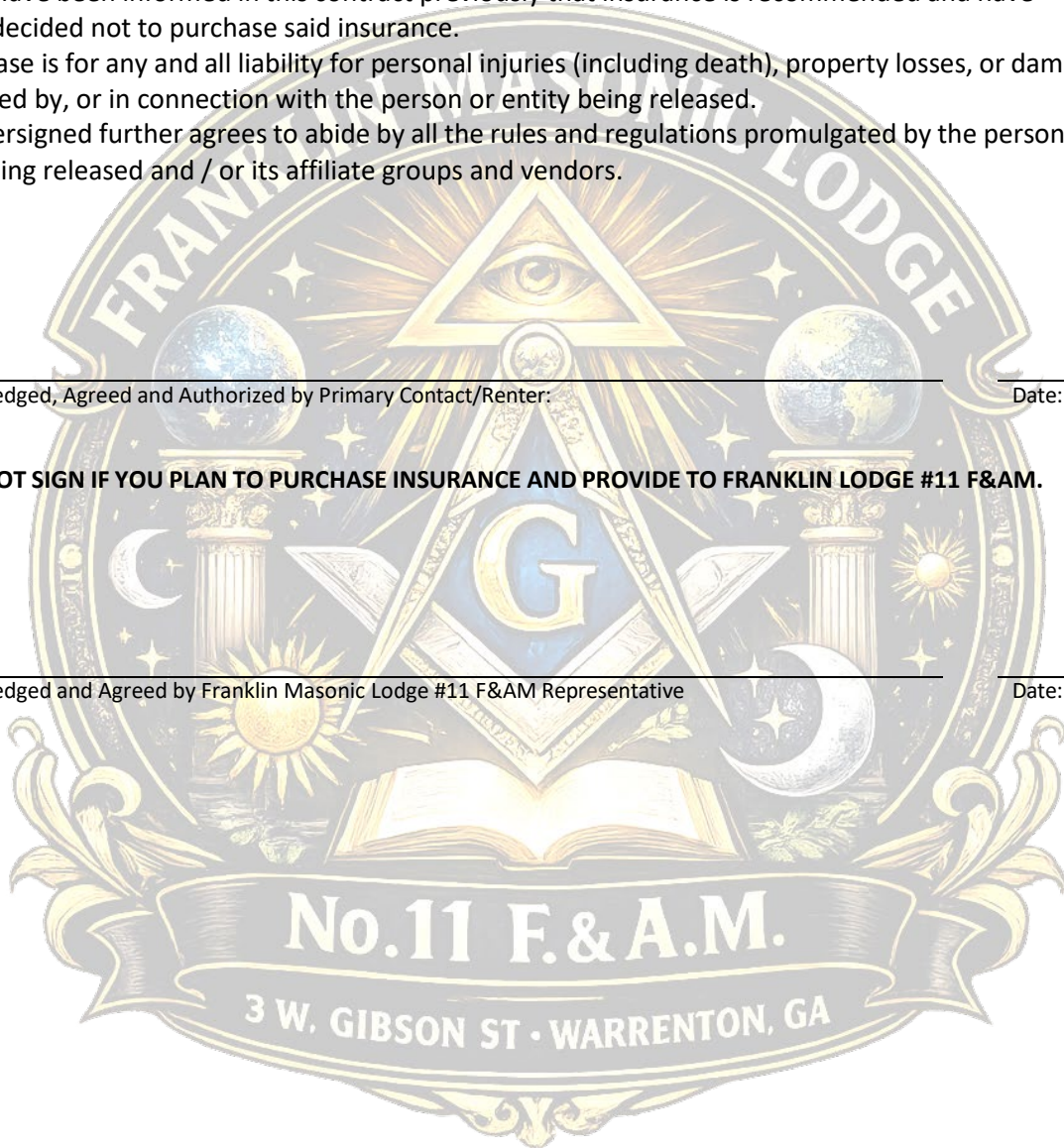
Acknowledged, Agreed and Authorized by Primary Contact/Renter:

Date:

DO NOT SIGN IF YOU PLAN TO PURCHASE INSURANCE AND PROVIDE TO FRANKLIN LODGE #11 F&AM.

Acknowledged and Agreed by Franklin Masonic Lodge #11 F&AM Representative

Date:





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By signing the following page, you agree to have completely read this contract and agree to be bound by it. Any changes to this contract from henceforth must be in writing by both parties.

Acknowledged, Agreed and Authorized by Primary Contact/Renter:

Date:

Acknowledged and Agreed by Franklin Masonic Lodge #11 F&AM Representative

Date:

Any questions? Please contact:

Franklin Lodge #11 F&AM

3 West Gibson Street

Warrenton, GA 30828

Rentals@Franklin11.org

Electronic Payments

Franklin 11 - Rentals



<https://www.paypal.com/ncp/payment/FZ5C9Q5CELNB8>