



# Rim of the World Masonic Temple Association

PO Box 711  
26012 State Highway 189  
Twin Peaks, CA 92391

## RIM OF THE WORLD MASONIC TEMPLE ASSOCIATION – USE AND EVENT AGREEMENT

Rim of the World Masonic Temple Association (“**Temple Association**”) agrees to permit the Renter named below to use the **Premises**, defined below, on a nonexclusive basis, subject to the terms and conditions as outlined below.

### 1. Renter:

If an Individual Renter

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

CA Driver’s License No.: \_\_\_\_\_  
(Or other government-issued identification)

If an Entity Renter

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

Authorized Representative Name: \_\_\_\_\_

California Corporation: Yes \_\_\_ No \_\_\_  
If not a California corporation, describe: \_\_\_\_\_

### 2. Rental Fees & Payment Terms

This use agreement pertains to the particular portion of the grounds and facilities located at 26012 Highway 189, Twin Peaks, CA 92391 (the “Temple Property”).

Facilities to be used (check all that apply):

- Dining Hall \$650
- Kitchen \$200
- Lodge Room \$150
- Parking Lot Only \$150 (parking lot use is included with Dining Hall rental without additional charge)
- Other (Describe): \_\_\_\_\_

Event Rental Fees \$ \_\_\_\_\_ (Total of Facilities selected above)

Initial Deposit \$200 (Due Upon Signing; required to secure date of use)

Remaining Balance \$ \_\_\_\_\_ (Due 5 Business Days Prior to Event)

*See further payment and cancellation terms below.*

3. Event:

Renter will use the Premises only for the purpose of:  
(Describe event/specify food & beverage below.)

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ (“Event Time”)  
(Include a.m./p.m. Times above include set up, tear down, and clean up.)

Maximum Number of Attendees: \_\_\_\_\_  
(This number cannot exceed the Dining Hall’s capacity; e.g., 80 attendees seated at tables.)

The Temple Association reserves the right to approve any, and all, of the Renter’s hired personnel, including food and beverage providers.

Alcoholic Beverages (select one): will be served \_\_\_\_\_ will not be served \_\_\_\_\_  
***If alcoholic beverages are to be served, the Renter 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.***

Inside Dining Hall Setup:

List the **Number** and **Type** of **Tables**: Round \_\_\_\_\_ Long \_\_\_\_\_

List the **Number** of **Chairs**: \_\_\_\_\_

Draw the general **Layout** for the **Tables** and **Chairs** in the box below:

4. Insurance:

The Renter is responsible for all costs of insurance. In order for the Temple Association to reserve the Premises for the Renter, the Renter shall provide to the Temple Association a Certificate of Insurance, in a form and with such insurer(s) as is acceptable to the Temple Association, certifying that

the following coverages and minimum limits will be in effect during the Event Time.

1. *General Liability Insurance: Limit of at least \$1 million per occurrence, including not limited to claims for bodily injury, personal injury and property damage.*
2. *Worker's Compensation Insurance: In compliance with all statutory requirements.*
3. *Liquor License: If alcoholic beverages are served, liquor liability coverage with a limit of at least \$1 million.*

With respect to each of the above, Renter shall cause its insurer to: (i) add Temple Association as an additional insured (with the exception of Worker's Compensation); and (ii) waive subrogation against Temple Association.

## 5. Other Terms and Conditions:

### *(a) Payment/Reservation of Premises/Non-Exclusive License.*

Upon the Temple Association's receipt of (i) the Security Deposit, (ii) the Certificate of Insurance described above, (iii) any bonds, permits, licenses or certificates required for the Event, and (iv) this Agreement signed by both parties, the Temple Association will hold the Premises in reserve for the Renter for the Event Time. Upon the Temple Association's further receipt from the Renter of all fees due prior to the Event, the Temple Association grants permission to the Renter 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 Renter an interest in the Premises other than a nonexclusive license.

### *(b) Use.*

The Renter shall use the Premises: (i) for the agreed upon purpose described above 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 Temple Association rules and regulations (a copy of which has been provided to the Renter); and (iii) in a manner that does not create damages, waste, or a nuisance to the Premises or to the Temple Property, or disturb occupants or cause damage to neighboring premises or properties. The Renter does not have the right to use Temple Association trademarks, copyrights, or branding without the Temple 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 is not permitted on the Premises or in the Temple Property. Prohibited smoking includes: (a) the use of cigarettes, cigars, pipes of any kind, and electronic smoking devices, whether or not they contain nicotine; and (b) marijuana smoking, including medical marijuana.**

### *(c) Equipment/Condition of the Premises.*

The Renter 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 Renter shall not permit anyone 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 Renter's property remaining at the Premises after the Event are deemed surrendered and abandoned to the Temple Association, and the Temple Association will dispose of such property at its discretion.

### *(d) Termination Prior to Event Time.*

If the Renter cancels this Agreement at least 5 days prior to the Event Date by written notice to the Temple Association, the Temple Association shall return the Deposit paid less any costs incurred by the Temple Association in anticipation of the event. In the event that the Renter cancels this Agreement less than 5 days of the Event Date, the Temple Association may retain the Deposit (and any other fees paid) as liquidated damages and not a penalty. The Renter will also pay the Temple Association upon receipt of a

written demand for all other reasonable costs, expenses, and damages incurred by the Temple Association as a result of such cancellation.

*(e) Vacation of Premises by Renter; Immediate Termination.*

At any time, for any reason or no reason, the Temple Association, without liability for damages, indictment, or prosecution may require the Renter 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 Temple Association may terminate this Agreement effective upon the date stated in the written notice to the Renter if: (i) the Renter fails to timely provide written evidence of insurance and all required bonds, permits, and/or licenses; (ii) the Renter fails to timely pay any amounts due hereunder, or otherwise defaults hereunder; or (iii) the Renter 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 Temple Association, the Temple Association may retain the Security Deposit (and any other fees paid) and the Renter will pay all damages incurred by the Temple Association, included but not limited to, attorneys' fees and costs to recover amounts due. Sections 6 (f), (g) and (i) shall survive the termination of this Agreement.

*(f) Disclaimer; Release; Limitation of Liability.*

The Renter 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 Renter hereby releases the Temple Association and its officers, trustees, members, employees, contractors, and agents (collectively, "Temple Personnel") from, and agrees it will not assert, any, and all, claims against the Temple Association and Temple Association Personnel as a result of such loss or damages. THE TEMPLE ASSOCIATION AND TEMPLE ASSOCIATION PERSONNEL ARE NOT LIABLE TO THE RENTER, 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 Renter shall reimburse the Temple Association (first by the Temple Association's retention of a portion or all of the Security Deposit and, if necessary, thereafter through additional payments to the Temple Association), upon demand, for all costs, expenses, and damages the Temple Association incurs as a result of this Agreement, including any damages caused to the Premises, the Temple Property, Temple facilities, other property, Temple Personnel, or any other person(s). The Renter shall indemnify, hold harmless, and defend the Temple Association and Temple 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 Renter or any of its personnel, participants, agents, or representatives, and/or the Renter's (or any of its personnel, participants, agents, or representatives) non-compliance with any federal, state, county or local order or regulation relating to the COVID-19 epidemic.

*(h) No Transfer or Assignment.*

This agreement is limited to the Renter. Any attempt to transfer or assign this Agreement shall invalidate and terminate the Agreement immediately.

*(i) Surrender; Condition of Premise.*

As liquidated damages and not as a penalty, the Renter shall pay the Temple Association \$500.00 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 Renter's right to use the Premises, the Renter will at once surrender and deliver up the Premises to the Temple Association, broomclean, in good order. "Broomclean" means free from all debris, dirt, rubbish, personal property of Renter, 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.

*(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 Renter acknowledges and agrees that it is authorized to sign this Agreement and bind the Renter and execution of this Agreement does not conflict with any other obligations or restriction affecting the Renter.

*(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 San Bernardino 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.

**7. Confirmation of Rim of the World Masonic Temple Association – Use and Event Agreement**

IN WITNESS WHEREOF, the parties executed this Agreement on \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ (year).

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

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

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

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

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

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

Address for Notice: \_\_\_\_\_  
\_\_\_\_\_

Address for Notice:  
Rim of the World Masonic Temple Assoc.  
PO Box 711, Twin Peaks, CA 92391

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

Telephone: (909) 999-7112

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

Email: [rimoftheworldlodge711@gmail.com](mailto:rimoftheworldlodge711@gmail.com)

**Event Day Emergency Contact Information  
(If other than above telephone number and email):**

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

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

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

**Rim of the World Masonic Temple Association Emergency Contact**

Kenneth Witte (661) 549-2179