



Millstone Elks Lodge, LLC

Benevolent and Protective Order of the Elks #2613

Private Event Rental Agreement

The CLIENT, as defined below can be a Non-Member, an Active Member or Member in good standing.

- Non-Members – Individuals of the public that are not members of the Millstone Elks Lodge.
- Active Member - Active members are current with dues and volunteer consistently, more than 20 hours a year, at the Millstone Elks.
- Member in Good Standing - Millstone Elk members in good standing are current with their dues for the fiscal year and are not considered delinquent.

The client indicates that they desire to hold a special event on ____ (Date) at the Millstone Elks Lodge, Banquet Hall/ Outdoor Pavilion (Circle One). Therefore, the parties agree as follows:

1. VENUE RENTAL FEE(S):

- The CLIENT agrees to pay a non-refundable SECURITY DEPOSIT of \$150.00. This payment is for the use of the venue for the specified day of the event and is payable at the time of contract signature. If for any reason, Millstone Elks Lodge is unable to fulfill its contractual obligation under this contract, the entire deposit will be returned with no further penalties or liabilities. In the event of cancellations by the client of this special event, this deposit will be non-refundable.

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- The balance amount of the rental, will be required on or before occupancy of the premises.

Use of the indoor hall (110) or pavilion (150) for 4 hrs or less. This includes 1 bartender for up to 50 guests, table/chair set-up. *Over 50 guests require an additional bartender for \$50 *4 hours +, an additional \$150 *No Glitter or Confetti permitted	\$500 (active members) \$750 (Members in good standing) \$1000 (Non-members)
Use of kitchen/outdoor BBQ (not including China, Silverware, Utensils, Pots, Pans, etc.)	\$100
Paper products, such as plates, napkins and plasticware can be provided for an additional charge.	\$50
White Linen Table Cloths	\$50
White chair covers	\$100
Bartending Services (Mandatory if any alcohol is on site) per 4hr event (minimum) per bartender. If a party has over 50 guests, 2 bartenders will be needed. If the event exceeds 4 hrs., an hourly rate per bartender will incur.	\$50/ bartender \$15/hr
Extra time vacating (more than 1 hour) by hour	\$100/hr
Extra day for (CLIENT) decorating or cleaning (no glitter or confetti)	\$100
Decorating/Cleaning fee for Elks staff (no glitter or confetti)	\$100

2. DATE CHANGES:

- In the event of a date change, the Millstone Elks will make every effort to accommodate the new date. The Client agrees that in the event of a date change,

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any expenses including but not limited to deposits and fees that are non-refundable and non-transferable.

3. Client CANCELLATIONS:

- In the event of a cancellation, the SECURITY DEPOSIT IS NON-REFUNDABLE if canceled less than 14 days prior to the event date.

4. UNFORESEEN EVENTS:

The Client cannot hold the Millstone Elks Lodge responsible for failure to provide basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Millstone Elks Lodge would allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellation of the outdoor site due to inclement weather will NOT be considered for refunds.

5. FOOD & CATERING:

- Client may select any cater of their choosing.
- If your event is catered, your catering company is responsible for the set-up, break-down and clean-up of the catered site. This service is also available by the ELKS for a fee. Use of the kitchen including the china, silverware, utensils, pot and pan are available for an additional cost.
- Please allow appropriate time to break-down and clean-up.
- All event trash must be disposed of in the dumpster at the conclusion of the event.
- ALL vendors (florists, bakers, musicians, rental companies, etc.) must adhere to the terms of our guidelines and it is the clients responsibility to share these guidelines with them.

6. COURTESY PROTOCOL:

The Millstone Elks Lodge reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from

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law enforcement agencies may be acquired if this request is not met immediately. Events that include large groups of children, must be supervised by their parents/responsible adults. It is the right of our members to request removal of any unruly or disrespectful guests. **ABSOLUTELY NO UNDER-AGE DRINKING.**

7. HOLD HARMLESS CLAUSE:

The Client cannot hold Millstone Elks Lodge, its board of directors, trustees, staff and volunteers liable from suit, actions, damages and expenses in connection with personal injury, illness, property damage or theft resulting from the use of any facility at the Millstone Elks Lodge, LLC.

8. LOCATION:

The Client understands that they and their invited guests will abide by all permit requirements while on the property of the Millstone Elks Lodge venue. This includes the following:

- All outdoor events must end by 10pm to comply with Millstone Township Ordinances. Must allow time for clean-up and closure of site.
- No fixtures are to be left outside overnight. (Chairs, umbrellas, arbors, tents, etc.)
- **ABSOLUTELY NO UNDER-AGE DRINKING.**

9. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties, except in the Catering Event Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between parties.

10. AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

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11. SERVABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Jersey.

14. RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by the MEMBERS(S), which includes all EVENT PLANNERS/COORDINATORS and VENDORS, who are involved in the planning and execution of a special event or wedding on the premises of the Millstone Elks Lodge venue.

- Event Ending Time: All outdoor events must end by 10:00 pm to comply with Millstone Township Noise Ordinances and New Jersey State Law.
- Usage time shall be no earlier than 9:00am.
- The Lodge will provide a representative who will be present at all times the facility is being used. The Lodge representative will be available to open the Lodge 30 minutes before schedule usage time and secure the premises at the conclusion of the functions. This individual shall have full authority to enforce the terms of the agreement.
- Decorations: All decorations must be removed without leaving damages. NO GLITTER or Confetti! You, the user, are responsible for removing all decorations you put up for all personal and contracted property. Including all tape.
- No open flame candles are permitted anywhere on the property.

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- The Clients are responsible to ensure all garbage from your event is removed from inside and outside the building and placed in the outside dumpster. If your function causes the Lodge to require an additional garbage pickup (including the removal of chewing gum, glitter, confetti and cigarette butts.) you will be billed for the additional cost. (Or lose the deposit OR be billed \$20/hr for cleaning)
- Alcohol may not be served to minors. At any time, if the staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guest(s) from the premises.
- All alcohol must be served by an Elks bartender.
- Children are not permitted to wander the grounds unsupervised by an adult.
- All electrical outlets on the property are available for use by the MEMBER and their vendors. The parties are welcome to inspect the locations and numbers of outlets prior to booking.
- Lodge fixtures, decorations, awards, emblems or other Lodge property will not be removed or rearranged for any reason.

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RENTAL CONTRACT

RESERVATIONS PROCESS

A rental contract must be signed and pages initialed, as well as appropriate deposits submitted in order to confirm Millstone Elks Lodge Venue.

Type of Function: _____

Type of Function: _____ Start & End Time of Rental: _____

Total Number of People/Guests: _____

Client Information:

Name: _____ Member# and Lodge: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

Caterer Name: _____ Phone: _____

Entertainment Name: _____ Phone: _____

Any Other Vendors:

Company: _____ Phone: _____

Company: _____ Phone: _____

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By signing below, the renter agrees to pay for any damages to interior or exterior of the said property or its furnishings resulting from actions taken by the renter, their guests or by any person contracted by renter for the event/ The renter agrees to hold Millstone Elks Lodge #2613 and it's staff harmless including court costs and attorney fees, in any legal action, which may result from this event.

Renter/Member Name (Printed)

Signature

Date

Andrea Watson, House Chairwoman/ER 4/12/2024

Millstone Elks Lodge #2613 (Printed Name of Representative) Title

Signature

Date

TO HOLD SITE

Non Refundable Deposit \$150.00

Date Rec'vd _____

Balance of Invoice (On or before event date)

Date Rec'vd _____

Payment information:

Visa MC Discover Cash Check

Date Rec'vd _____

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