



J.B. Covert Lodge #437

848 Clough Pike
Cincinnati OH 45245

Mailing Address:
J.B. Covert Lodge #437, F. & A.M.
Tom Lind, Secretary
3867 Pin Oak Dr.
Batavia, OH 45102-1031

2024 BANQUET HALL RENTAL AGREEMENT

Lessee Name _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email _____

Security Deposit: \$200.00 (Due at time of signing agreement)

(\$ _____ with credit card fee)

Hall Decoration Donation: \$ _____ / \$75.00 per hour

Banquet Hall Donation Rate: \$ _____ / \$75.00 per hour

Patio Donation Rate \$ _____ / \$50.00 per hour (includes grill & pit)

Banquet Hall & Patio Rate \$ _____ / \$125.00 per hour

Credit Card Processing Fee \$ _____ / Yes No /

Total Due: \$ _____

Lessee and **J.B. Covert Masonic Temple Co., Inc.**, sometimes referred to herein as Lessor, agree to the following terms:

1. _____, hereinafter referred to as Lessee, agrees to participate in a binding rental agreement with J.B. Covert Masonic Temple Co., Inc. This agreement is made and entered into the _____ day of _____, 202__.
2. **Time:** The J.B. Covert Lodge Banquet Hall (herein defined as the lower of the two floors in the building located at 848 Clough Pike, Cincinnati, Ohio 45245, excluding the maintenance and elevator rooms) will be rented by Lessee between the times of _____ a.m. or p.m. until _____ a.m. or p.m. on the day _____ of _____, 2024.



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3. For decorating, at the recommended donation rate prescribed above, and the J.B. Covert Lodge Banquet Hall will be rented by Lessee between the times of _____ a.m. or p.m. until _____ a.m. or p.m. on the day ____ of _____, 202__ Lessee's event, at the recommended donation rate prescribed above.
4. **Purpose:** The Lessee will use the J.B. Covert Lodge Banquet Hall for the purpose of _____ event, and for no other purpose without the written consent of Lessor.
5. **Donations:** Lessee shall pay to Lessor for the use of the hall **\$200.00**, as a security deposit, when this agreement is signed. The security deposit will be returned in a timely and reasonable manner to the Lessee following the event, providing the hall was free from damage and left reasonably clean after Lessee's event.
6. The security deposit is required to lock in and reserve the facility for the agreed to time and day.

Also, cancelations must be received in writing 14-days prior the event to have the security deposit and paid rental donation returned.

In exchange for the use of the J.B. Covert Lodge Banquet Hall, Lessee agrees to donate \$_____ to J.B. Covert Masonic Lodge #437 at least four weeks prior to Lessee's event. By written agreement of the parties, the deadline for donation may be altered.

7. **Tobacco/Vapor:** No smoking or chewing of or use of tobacco products or e-cigarettes shall occur inside the building or on the patio. If the Lessee allows their guests to smoke in violation of the Ohio Revised Code, the Lessee shall pay to Lessor a fine of Five Hundred Dollars (\$500.00). Lessee and guests are permitted to smoke outside of the building, except on the patio, provided that they use the ashtray canister outside.
8. **Decorations:** No lodge items may be removed from the walls. You may attach decorations to the tables, walls, and windows with tape only or sticky tack (no tacks, brads, staples, nails etc.) Nothing may be attached to the ceiling tiles. No fires or candles except those contained in glass, floating in water or on a cake, are allowed to be used in the facility. Decoration materials must be composed of flame-retardant materials. **DO NOT STAND ON PROVIDED CHAIRS OR TABLES TO PUT UP DECORATIONS. CONFETTI IS NOT ALLOWED.**
9. **Responsibilities:** Any decorations, supplies, food, etc. brought to the Hall is the responsibility of the Lessee. Lessor is not responsible for items missing from the premises. Lessor is not responsible for set-up and placement of furnishings. Room



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capacity for this room is 160 people with tables. If your function requires additional tables or chairs, you must obtain approval at the time the reservation is made. All aisles leading to exit doors must be kept clear and unobstructed, so doors can be readily opened from the inside. All people in the building must exit the building if the fire alarm sounds.

10. **Additional Responsibilities:** Lessor will assume no responsibility for lost or stolen articles. Lessee must comply with all decisions made by Lessor. One adult chaperone is required at all times for every ten (10) minors (under the age of 18).
11. **Kitchen:** No electric/gas/charcoal grills, etc. are permitted inside the facility or on the premises. The stove is for heating or keeping things warm only, not cooking food items on premises. We do not provide cooking pots, pans, utensils, serving dishes or drinking cups. In addition to the use of the stove described above, Lessee may use the kitchen for counter space and water only. Any additional use will result in forfeiture of the security deposit. Trash containers will have 1 bag in container and 2 extras available when you arrive. You must provide any additional extras.
12. **Patio:** Lessee may make use of the exterior patio at the rear of the building during Lessee's event. Lessee is prohibited from relocating the tables and chairs from the Banquet Hall to the patio. Lessee may make use of any furniture designated by the Lessor for patio use and provided by the Lessor for that purpose. Lessee is prohibited from grilling or otherwise preparing food on the patio or on the grounds of the building in general unless otherwise authorized. However, food may be consumed on the patio. Additionally, Lessee may utilize their own furniture for use on the patio, provided said furniture is removed at the end of Lessee's event. The patio should only be used when weather conditions permit. Lessee shall not use the patio if the weather is inclement, except as a means of ingress and egress. Inclement weather includes, but is not limited to, rain, sleet, snow, lightning, thunder, and/or other adverse weather conditions. The barbeque grill and fire pit can be used for an additional fee.
13. **Alcoholic Beverages:** Lessee, including any agent, employee, or guest thereof, shall not sell, provide, or possess beer, wine, spirits or other alcoholic beverages at the Banquet Hall, patio, or premises of the building, except as provided below.

Licensed caterers approved by Lessor and hired by Lessee, may serve alcoholic beverages, provided that the caterer has undertaken full legal responsibility for obtaining all liquor licenses and necessary insurance coverage for serving and dispensing all alcoholic beverages. Lessee agrees to hold Lessor and its members



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and agents harmless against any damages, losses, costs, liabilities, or expenses suffered by Lessor, as a result of alcohol being provided at Lessee's event.

Lessee shall provide Lessor with a copy of said liquor license and proof of insurance coverage no later than forty-eight (48) hours before Lessee's scheduled event. If Lessee fails to provide this documentation, Lessee's event may proceed as scheduled but alcohol may not be sold, provided, or possessed at the Banquet Hall or building premises for Lessee's event. As an exception to the general cancellation policy, if Lessee chooses instead to cancel the event as the result of Lessee's failure to provide the appropriate paperwork specified in this section, then Lessee shall forfeit the security deposit, but Lessor shall return the paid rental donation to Lessee.

14. **Security:** Lessee shall provide any necessary security for the property and shall be solely responsible for all injury and damage on/to the property holding the Lessor harmless for any and all accidents, injuries, claims and causes of action, including payment of Attorney Fees to the Lessor, whether such claims are made in contract or in tort, including paying the Lessor for incidental and consequential damages resulting or claiming to have resulted from Lessee's use of the property or otherwise stemming from the Lessee's use of property. Lessor reserves the right to determine if the presence of a law enforcement officer shall be required, the hours of attendance and such determination is final and conclusive. The use and possession of illegal drugs on the premises is prohibited.
15. **Insurance and Indemnity:** Lessee agrees to hold Lessor and its members and agents harmless against any damages, losses, costs, liabilities, or expenses suffered by Lessor, as a result of any personal injury or property damage arising from (a) the use of the Premises by Lessee or (b) the negligence or breach of this Agreement by Lessee or Lessee's employees, contractors, agents or guests. Lessee agrees to provide Lessor a certificate of insurance naming J.B. Covert Masonic Temple Company, Inc., and J.B. Covert Masonic Lodge #437 as additional insureds.
16. **Damage and Cleaning:** Lessee shall reimburse the Lessor upon demand for the cost of any damage to the premises caused by the Lessee or Lessee's invitees, and the cost of any required cleaning that the Lessee does not properly complete. Lessee shall be responsible for the following cleaning of the premises after the Lessee's use: Trash/decoration removal, floor sweeping/mopping, table/chair take-down cleaning, patio sweeping, and restroom cleaning. Without limiting the foregoing, Lessor shall be entitled to retain the Lessee's security deposit and apply it toward cleaning or damage costs the Lessee fails to pay upon demand. Please leave trash bags outside



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in/by the trash can before leaving. Please remember to turn all lights out when you leave.

17. **Compliance with Laws:** Lessee shall comply with all applicable laws and regulations and shall not use or occupy the premises for any unlawful purpose or permit others to use or occupy the premises for any unlawful purpose.
 18. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio. The Parties agree that if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.
 19. **Assignment:** This Agreement may not be assigned or transferred without the express written consent of Lessor.
 20. **Entire Agreement:** This Agreement is the entire agreement between Lessor and Lessee and supersedes any other representations or understandings.
 21. **Modifications:** This Agreement may not be modified or amended, except through an express written agreement signed by the parties.
 22. **Access to Premises:** Lessor reserves for its members, representatives, officers, and agents free access and right to enter any portion of the premises at any time. At least one member of J.B. Covert Lodge #437 shall be present during Lessee's rental period.
- Under no circumstances is Lessee or any agent, employee, or guest thereof permitted access to the second floor (herein defined as the higher of the two floors in the building located at 848 Clough Pike, Cincinnati, Ohio 45245) with the following exceptions:

- A. Making use of the second floor as an emergency exit;
- B. As part of a tour given by a member of J.B. Covert Lodge #437.

23. **Acts Beyond Lessor's Control:** In the event that the premises or any part thereof is damaged or destroyed by fire or any cause, or if any casualty, unforeseen occurrence, severe inclement weather, or closure/restriction by the federal government, state government, or the Grand Lodge of Free and Accepted Masons of Ohio, shall render the Lessor's fulfillment of this Agreement impossible or impracticable, then this Agreement shall terminate, and Lessor shall refund to the Lessee any donation or fee Lessee paid to Lessor plus Lessee's security deposit. These refunds are the sole and exclusive remedy of Lessee for the termination of this agreement, and Lessee hereby



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expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

24. Emergency Contacts: For questions about the hall rental, please call:

- a. Tom Lind 513-752-1933
- b. John Rowe 513-702-0038
- c. Bob Breeden 513-204-7168

Reviewed & Agreed:

Lessee

Date

Representative

J.B. Covert Masonic Temple Co., Inc.

Lessor

Date