

*Colony of*  
**Olivenhain**  
**TOWN COUNCIL**

**Hall and Grounds Use Policy,  
Rules and Rental Agreement**

***Adopted at OTC Board Meeting***

***On May 17, 2001***

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Steve Fitch, OTC President

Hall and Grounds Use Policy, Rules and Rental Agreement

OLIVENHAIN MEETING HALL  
RENTAL AGREEMENT AND DEPOSIT RECEIPT

I, \_\_\_\_\_(renter), hereby agree to use the Olivenhain Meeting Hall and/or grounds upon the following TERMS AND CONDITIONS and in a manner consistent with attached OLIVENHAIN MEETING HALL RULES.

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Number of Expected Attendance: \_\_\_\_\_

Date Rental Paid: \_\_\_\_\_  
(Check Payable to Olivenhain Town Council)

Date Deposit Paid: \_\_\_\_\_  
(Check Payable to Olivenhain Town Council)

My Address: \_\_\_\_\_

My Telephone Number: \_\_\_\_\_

1. USE. I understand that the Olivenhain Town Hall is an historic building privately owned by the Colony of Olivenhain Town Council; that the Hall is operated by the Town Council for the use and enjoyment of Olivenhain residents; and that the Town Council is primarily interested in preserving the condition of the Hall for continued use and maintaining the goodwill of the neighbors surrounding the Hall. Therefore, I agree to use the Olivenhain Town Hall and surrounding grounds in a manner which will assure that the premises will not be damaged, nor will the surrounding neighbors be disturbed. When my event is concluded, I further agree to clean the premises, remove my trash and personal property from the Hall and grounds, and return the Hall to the Town Council in as good or better condition as when received.
2. INDEMNIFICATION OF TOWN COUNCIL. In consideration of the permission granted by the Town Council to use the Hall, I personally, and as the authorized representative of any group being permitted to use the Hall, agree to protect, indemnify and hold the Colony of Olivenhain Town Council, its directors, officers and members harmless from and against any and all liability resulting from the use of the Town Hall and surrounding grounds, specifically including, without limitation, any claim, liability, loss or damage arising by reason of: (1) personal injuries or property damage caused by either the condition of the premises or some act or omission of any user of the premises; (2) our failure to comply with any provision of this Agreement or with any requirement of the law; or (3) any matter connected with our occupation and use of the Town hall.
3. INSURANCE. I agree to provide upon request suitable proof of public liability insurance, insuring the Town Council and the group using the Town Hall against liability for injury and/or death occurring during or as a result of the above event. The Olivenhain Town Council shall be named as "additional insured". The suitability of the amount and type of insurance to my proposed use of the Hall will be determined in the sole and absolute discretion of Colony of Olivenhain Town Council Board of Directors.
4. DEPOSIT. Fee and deposit are due thirty (30) days in advance of event or upon scheduling. Payment to be made with two checks: one for the fee and one for the deposit. Both checks shall be made out to the Olivenhain Town Council.

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5. RETURN OF DEPOSIT. I understand that any deposit shown above will be returned to me within two weeks of the dates of the event, together with a statement of the basis for, and amount of, any charges made against the deposit by the Town Council.
  
6. OLIVENHAIN TOWN COUNCIL MEMBERSHIP. I am a member of the Olivenhain Town Council. As "sponsor" of this event, I agree to (1) sign this Agreement, (2) attend the entire event and (3) assume joint responsibility for full compliance with the terms and conditions of this Agreement and the Olivenhain Meeting Hall Rules is:

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Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Renter Signature)

By: \_\_\_\_\_  
(Print Name)

## Hall and Grounds Use Policy, Rules and Rental Agreement

### OLIVENHAIN MEETING HALL RULES

1. Trash, including food items in kitchen and refrigerator, will be removed from the Hall and grounds at the end of the event
2. No nails or staples will be put into the building, tables, benches or floor.
3. No more than 100 people may occupy the Hall at any time.
4. Any event scheduled for more than two (2 hours) and fifty (50) people must provide portable lavatories.
5. No smoking or fire of any kind inside of or near the Hall.
6. Outdoor Events on the grounds will terminate before sundown and must be vacated by one hour after sundown.
7. Under all circumstances both the Hall and Grounds must be vacated by 10pm.
8. No fires allowed anywhere on the grounds without the prior approval of of the Encinitas Fire Department and the Olivenhain Town Council Board.
9. No noise allowed which may be reasonably objectionable to surrounding neighbors. The use of electronic sound amplifiers is strictly prohibited without prior written permission of Olivenhain Town Council Board.
10. The storage area under the Hall may not at any time be used for social activities.
11. No dancing is allowed inside the Meeting Hall.

## Hall and Grounds Use Policy, Rules and Rental Agreement

### Qualifications for Use of the Olivenhain Meeting Hall

1. The renter/Sponsor must be an Olivenhain resident and a member of the OTC.
2. The renter/sponsor must agree to sign and abide by rules for rental usage.
3. If the event is a wedding, one of the marriage partners must be a member of Olivenhain Town Council or be related to a member of the Olivenhain Town Council, in order to qualify for the OTC Member fee.
4. If the event is a wedding but not qualified per paragraph #3 for the member-wedding fee, the fee will follow the public wedding schedule.
5. Use by a group for a one time or annual event, even if sponsored by a member of the OTC, will be judged on the following criteria:
  - Interest to Olivenhain community
  - Size and nature of the group
  - Past performance
  - Availability
  - Nature of use and impact of use on the building
6. This kind of use must be approved by OTC Board of Directors and appropriate fees will be determined for each event. Continued, regular use by an established organization will be a Board of Directors decision based on the criteria listed in Paragraph #5 and the following additional criteria:
  - Frequency of Use
7. No commercial use will be permitted.
8. No fund raising that does not benefit the Olivenhain Town Council will be permitted.
9. A letter of agreement between the OTC Board of Directors and any organization wishing to deviate from these rules and regulations must be signed by both parties. The letter will list exceptions agreed to by both parties.
10. All requests for use of the Grounds or Hall by more than 100 people must be approved by the OTC Board of Directors.

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Persons requesting the use of the Meeting Hall and Grounds should remember they are not public property. They are the property of the Olivenhain Town Council Corporation, operated for the use of the Community of Olivenhain. Concern for the safety of users of the Hall and the preservation of the century old Hall itself are the prime considerations in regulating use of the Hall.

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**Olivenhain Meeting Hall and Grounds Rental Schedule**

Category I Member use for social purposes

1.)

- The Rental Fee guidelines for Category I are as follows:

Up to 20 people = \$20  
Up to 40 people = \$40  
Up to 60 people = \$60  
Up to 80 people = \$80  
Up to 100 people = \$100

A refundable deposit of \$100 is required.

- The OTC Board reserves the right to change the rates as appropriate.

Category II Weddings

- Renters who qualify in Category I will receive Member rates for their weddings and receptions. The deposits will be \$200 for wedding only, \$350 for wedding and reception.
- If the wedding is for a non-OTC member the following rates apply:

A. Wedding only: \$100 with a deposit of \$200.  
B. Wedding and Reception: \$150 with a deposit of \$350.

Category III Olivenhain based, Non-profit organizations.

Olivenhain based, non-profit, youth organizations may use the hall and grounds at no charge. However, they must reserve the date and time with the Hall scheduler.

Permission to use and fees for other Olivenhain based community service organizations will be determined by the OTC board.

Permission to use Hall and grounds by other Olivenhain based service organizations will be at the discretion of the OTC board.

Category IV Other Organizations

- Olivenhain residential homeowners' groups may hold their annual meeting in the Hall if the development is within Olivenhain Valley and they pay the appropriate rental fee.

**The Olivenhain Town Council reserves the right to negotiate any rental agreement.**