

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

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

***Originally Adopted at OTC Board Meeting On May 17, 2001***

***Revision A Adopted at OTC Board Meeting on Oct. 21, 2014  
(Effective Nov. 1, 2014)***

***Revision B Adopted by OTC Board of Directors on Aug. 31, 2016  
(Effective Sept. 1, 2016)***



Robert Hines, OTC President (Rev. B, 8-31-2016)

Hall and Grounds Use Policy, Rules and Rental Agreement

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: \_\_\_\_\_ Start/Stop Time: \_\_\_\_\_

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

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

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

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

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

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

My e-mail address: \_\_\_\_\_

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 by the community 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. A minimum of \$250,000 is recommended.
4. DEPOSIT. Fee and deposit are due thirty (30) days in advance of event or upon scheduling. Payment shall 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.

Hall and Grounds Use Policy, Rules and Rental Agreement

- 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 in good standing of the Olivenhain Town Council.

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

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

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

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

Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

- 7. SPONSOR, IF RENTER IS NOT A MEMBER OF 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 (deposit check and liability insurance must be in sponsor’s name).

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

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

Signed: \_\_\_\_\_  
(Sponsor)

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

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

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

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

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

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**OLIVENHAIN MEETING HALL RULES**

1. Trash, including food items in kitchen and refrigerator, and temporary decorations will be promptly 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 items posted on the inside or outside of the Hall (e.g., 1895 U.S. flag replica, historic photos, etc.) will be removed before/during an event.
4. No more than 100 people may occupy the Hall at any time.
5. Any event scheduled for more than three (3) hours and seventy-five (75) people must provide portable lavatories.
6. No smoking or fire of any kind inside of or near the Hall or Hotel.
7. Outdoor Events on the grounds will terminate before sundown and must be vacated by one hour after sundown.
8. Under all circumstances both the Hall and Grounds must be vacated by 10pm.
9. No fires allowed anywhere on the grounds without the prior approval of the Encinitas Fire Department and the Olivenhain Town Council Board of Directors.
10. No noise allowed which may be reasonably objectionable to surrounding neighbors. The use of electronic sound amplifiers is strictly prohibited.
11. The storage area under the Hall may not at any time be used for social activities.
12. No dancing is allowed inside the Meeting Hall.
13. No vehicle parking allowed on the grounds of the Meeting Hall and Hotel other than the designated southwest and southeast parking lots on either side of the Hotel. (Note: Temporary parking near the Hall is allowed for loading and unloading of vehicles directly associated with an event or to facilitate disabled access.)

**NOTE: All rules are non-negotiable but may be waived for specific events with prior written permission of the Olivenhain Town Council (OTC) Board of Directors.**

**Qualifications for Use of the Olivenhain Meeting Hall**

1. The renter/sponsor must be an Olivenhain resident or property owner and a member of the OTC over the age of 18. To qualify for Category III Olivenhain-based, non-profit, youth organization use (see page 6), the group leader or at least one parent of a youth in the organization must be an OTC member.
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 item 3 above 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 item 5 above 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.

Persons requesting the use of the Meeting Hall and Grounds should remember they are not public property. They are the property of the Colony of Olivenhain Town Council, operated for the use of the Community of Olivenhain. Concern for the safety of users of the Hall and the preservation of the 100 + year-old Hall itself are the prime considerations in regulating use of the Hall.

**Olivenhain Meeting Hall and Grounds Rental Fee Schedule**

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Category I Member use for social purposes

- The Rental Fee guidelines for Category I are as follows for up to 4 hours:
  - Up to 20 people = \$40 (\$10/hour equivalent rate)
  - Up to 40 people = \$80 (\$20/hour equivalent rate)
  - Up to 60 people = \$120 (\$30/hour equivalent rate)
  - Up to 80 people = \$160 (\$40/hour equivalent rate)
  - Up to 100 people = \$200 (\$50/hour equivalent rate)
  - Use beyond the basic 4-hour period will be at the equivalent hourly rate for each hour or fraction of an hour.
  - A refundable deposit of \$250 is required.
  
- The OTC Board reserves the right to change the rates as appropriate.

Category II Weddings/Receptions

- Renters who qualify in Category I will receive Member rates for their weddings and receptions. The deposits will be \$250 for wedding only, \$350 for wedding and reception.
  
- If the wedding is for a non-OTC member the following rates apply:
  - A. Wedding only: \$200 with a deposit of \$250.
  - B. Wedding and Reception: \$300 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 and complete and sign the Hall and Grounds Use and Rental Agreement.
  
- 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.**

**Addendum to Olivenhain Town Council**  
**Hall and Grounds Use Policy, Rules and Rental Agreement**

1. Our group/organization \_\_\_\_\_ agrees that each member/participant of our group/organization is personally responsible for their own safety and actions while using the Olivenhain Town Council (OTC) property located at 423 Rancho Santa Fe Road Encinitas, CA 92024. Our group/organization and its members/participants agree to comply with all OTC policies and rules, the Hall and Grounds Use Policy, Rules and Rental Agreement, including but not limited to all OTC policies, guidelines, signage, and instructions. Because the OTC property, specifically the outside grounds, are accessible by other individuals, each member/participant of our group/organization recognizes that they may be at higher risk of contracting COVID-19.
  
2. As the Responsible Party and representative of our group/organization, I acknowledge that I have been provided with a copy of the OTC's Safe Re-Opening Plan ("Plan") dated July 3, 2020 as it relates to measures to help mitigate the spread of COVID-19. I have read and understand the contents of the Plan and agree that each member/participant of our group/organization will abide by this Plan. In addition, each member/participant of our group/organization will:
  - A) Take measures to keep a distance of **at least six feet apart** from other persons while on the OTC property.
  
  - B) Wear a mask in the event they are unable at any time to maintain a distance of **at least six feet apart** from other persons while on the OTC property.
  
  - C) Masks will be worn when transiting to or from separate outdoor spaces while on the OTC property.

I have read and understand the contents of this Addendum to the Olivenhain Town Council Hall and Grounds Use Policy, Rules and Rental Agreement

Name of Responsible Party (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Group/Organization: \_\_\_\_\_

Date: \_\_\_\_\_