



423 Rancho Santa Fe Road, Encinitas, CA 92024
www.olivenhain.org

Olivenhain Town Council (OTC)

Meeting Hall, Germania Hotel 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)***

***Revision C Adopted by OTC Board of Directors on Jan. 18, 2022
(Effective Feb. 1, 2022)***

I, _____ (renter), hereby agree to use the Olivenhain Meeting Hall, Germania Hotel and/or Grounds upon the following TERMS AND CONDITIONS and in a manner consistent with attached Use Policy, Rules and Rental Agreement.

Date of Event: _____ Start/Stop Time: _____

Type of Event: _____

Number of Expected Attendees: _____

Date Rental Paid: _____
(A Separate Check Needs to be Made Payable to Olivenhain Town Council)

Date Deposit Paid: _____
(A Separate Check Needs to be Made Payable to Olivenhain Town Council)

My Home Address: _____

My Telephone Number (and type): _____

My e-mail address: _____

1. USE. I understand that the Olivenhain Meeting Hall and Germania Hotel are historically significant buildings privately owned by the Colony of Olivenhain Town Council (OTC); that the Meeting Hall and Germania Hotel are operated by the OTC for the use and enjoyment of OTC members; and that the OTC is primarily interested in preserving the condition of the Meeting Hall and Germania Hotel for continued use by the OTC members and maintaining the goodwill of the neighbors surrounding the OTC's property. Therefore, I agree to use the Olivenhain Meeting Hall, Germania Hotel and surrounding grounds in a manner which will assure that the premises and property will not be damaged, nor will the surrounding neighbors be disturbed. When my/our event is concluded, I further agree to clean the premises, remove my trash and personal property from the Meeting Hall, Germania Hotel and grounds, and return the Meeting Hall, Germania Hotel, and/or grounds to the OTC in as good or better condition as when received.
2. INDEMNIFICATION OF OLIVENHAIN TOWN COUNCIL. In consideration of the permission granted by the OTC to use the Meeting Hall, Germania Hotel and grounds I personally, and as the authorized representative of any group being permitted to use the Meeting Hall, Germania Hotel and grounds 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 Meeting Hall, Germania Hotel 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 Meeting Hall, Germania Hotel and grounds.
3. INSURANCE. I agree to provide upon request suitable proof of liability insurance, insuring the OTC and the group using the Meeting Hall, Germania Hotel and/or any portion of the OTC's property 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" in the Certificate of Insurance required to be obtained by the Renter. The suitability of the amount and type of insurance to my proposed use of the Meeting Hall, Germania Hotel and/or grounds 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. The Certificate Holder is the Colony of Olivenhain Town Council 423 Rancho Santa Fe Road Encinitas, CA 92024.
4. DEPOSIT. Rental fee and security deposit are both due at least fourteen (14) days in advance of event or upon scheduling. Payment shall be made with two checks: one for the rental fee and one for the security deposit.

Both checks shall be made out to the Olivenhain Town Council. Please mail the checks to the OTC at 423 Rancho Santa Fe Road Encinitas, CA 92024.

- 5. RETURN OF SECURITY DEPOSIT. I understand that any deposit shown above will be returned to me within fourteen (14) days of the last date of the event, together with a statement of the basis for, and amount of, any charges made against the deposit by the OTC.
- 6. AFFIRMATION OF OLIVENHAIN TOWN COUNCIL MEMBERSHIP. I am a current member in good standing of the Olivenhain Town Council.

Dated: _____

Signed: _____

(Renter)

By: _____

(Print Name)

Home Address: _____

Phone No.(type): _____

E-Mail Address: _____

- 7. SPONSOR, IF RENTER IS NOT A CURRENT 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, GERMANIA HOTEL AND GROUNDS RULES

1. Trash, including food items in kitchen and refrigerator, and temporary decorations will be promptly removed from the Meeting Hall, Germania Hotel and grounds at the end of the event. All trash is to be placed by the Renter(s) in the garbage dumpster located to the east of the Germania Hotel.
2. No nails or staples will be put into any building, tables, benches or floor.
3. No items posted on the inside or outside of the Meeting Hall, Germania Hotel (e.g., 1895 U.S. flag replica, historic photos, etc.) will be removed before, during or after an event.
4. No more than 100 people may occupy the Meeting Hall at any time. No more than 35 people may occupy the Germania Hotel 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 within 25 feet of any structure on the OTC's property. No cooking any kind is allowed in any structure on the OTC's property.
7. Outdoor events anywhere on the OTC's property will terminate before sundown and must be vacated by one hour after sundown.
8. Under all circumstances the Meeting Hall, Germania Hotel and the OTC's property must be vacated by 10pm.
9. No fires allowed anywhere on the grounds without the prior written approval of the City of 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 Meeting 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 Germania Hotel other than the designated southwest and southeast parking lots on either side of the Germania Hotel. (Note: Temporary loading and unloading near the Meeting Hall is allowed from vehicles directly associated with an event or to facilitate disabled access.)
14. Any event serving alcohol by a third party (such as a bartender, catering company, no host bar, etc.) on the OTC's property requires prior written proof of adequate liability insurance coverage. Such coverage must be provided in writing to the OTC at least 14 days prior to the event. For further details regarding liability coverage amounts, etc., please contact hallscheduling@olivenhain.org.
15. Prospective renters may rent the downstairs area of the Germania Hotel building separately from the Meeting Hall for small group meetings or events. Rental rates just for the Germania Hotel are the same as for the Meeting Hall and are shown on Page 6 of this Agreement. If the Meeting Hall and/or Grounds are being rented for a wedding, the OTC will allow limited use of the Germania Hotel as a dressing/changing area at no extra charge. This provision requires written approval by the OTC before a rental agreement is considered to be final.

NOTE: All rules are non-negotiable but may be waived for specific events with prior written permission of OTC Board of Directors.

Qualifications for Use of the Olivenhain Meeting Hall, Germania Hotel and Grounds

1. The renter/sponsor must be a member of the OTC and over the age of 18 years old. 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 a current 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 recurring event, even if sponsored by a member of the OTC, will be evaluated 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. The type 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 an OTC 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, Meeting Hall and/or Germania Hotel by more than 100 people must be approved by the OTC Board of Directors.
11. Prospective renters may also apply to just for use of the Grounds for an event. Parties must complete the Rental Agreement and provide the required liability insurance. Any charges or fees for just use of the Grounds is subject to the sole discretion of the OTC Board of Directors.

Persons requesting the use of the Meeting Hall, Germania Hotel and Grounds should remember they are **private** property. They are the property of the Colony of Olivenhain Town Council, operated for the use of the benefit of the members of the OTC. Concern for the safety of users of the Mtg. Hall, Germania Hotel and the preservation of the historic buildings on the property and the grounds itself are the prime considerations in regulating use of the Mtg. Hall, Germania Hotel and the grounds.

Olivenhain Meeting Hall, Germania Hotel and Grounds Rental Fee Schedule

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 of Directors 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 Use Policy, Rules and Rental Agreement as well as providing adequate liability insurance coverage.

- Permission to use the Meeting Hall, Germania Hotel Hall and/or grounds by other Olivenhain-based service organizations will be at the discretion of the OTC Board of Directors.

Category IV Other Organizations

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

The Olivenhain Town Council Board of Directors reserves the right to negotiate any rental agreement.

Addendum to Olivenhain Town Council

Meeting Hall, Germania Hotel 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 Meeting Hall, Germania Hotel 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 Meeting Hall, Germania Hotel and Grounds Use Policy, Rules and Rental Agreement

Name of Responsible Party (printed): _____

Signature: _____

Title: _____

Group/Organization: _____

Date: _____