

**USAGE AGREEMENT**

THIS AGREEMENT is entered into on this date \_\_\_\_\_ 20\_\_\_\_ by and between GOLDEN MASONIC TEMPLE ASSOCIATION, a corporation (hereinafter referred to as "Owner") and \_\_\_\_\_, (hereinafter referred to as "User").

**WITNESSETH:**

WHEREAS, User desires to utilize certain facilities at GOLDEN MASONIC TEMPLE, 400 Tenth Street, Golden, Colorado; and

WHEREAS, GOLDEN MASONIC TEMPLE ASSOCIATION by this Agreement, has imposed certain restrictions and requirements relating to such utilization.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GOLDEN MASONIC TEMPLE ASSOCIATION grants to User the right to utilize Golden City Temple (the "Premises"), as follows:

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

Hours: \_\_\_\_\_

Purpose: \_\_\_\_\_

2. At least fourteen (14) days prior to the scheduled usage date, User shall pay to Owner for the use of the Premises, the rental fee of \$\_\_\_\_\_. User shall pay to Owner a deposit of \$\_\_\_\_\_ upon execution of this Agreement. The payment of the aforementioned deposit and the execution of this Agreement by both parties shall constitute a reservation of the above-scheduled usage time. The deposit shall serve as a damage deposit as outlined in paragraph 3 of this Agreement. In the event the User fails to pay the rental fee in a timely fashion, Owner shall be free to assign User's above usage time to any other party, and User shall forfeit the aforementioned \$\_\_\_\_\_ deposit. If the premises are found to be in good and clean condition, User shall receive the \$\_\_\_\_\_ deposit fourteen (14) days following the scheduled usage time.

If User fails for any reason to use the Premises during the scheduled usage time as set forth above, no rental fee refund shall be made by Owner, and full rental fee called for by this Agreement shall be payable by User to Owner as liquidated damages and not by way of penalty.

If User desires to schedule additional hours over and above those hours scheduled, User shall pay immediately upon request any additional rental fees.

3. User shall surrender the Premises to Owner at the end of the scheduled usage time, in good and clean condition, normal wear and tear excepted. In the event User fails to surrender the Premises in a good and clean condition, User agrees that Owner may retain the \$\_\_\_\_\_ damage deposit described in paragraph 3 as clean up and repair fee.

4. User shall abide by and conform to all rules and regulations established by Owner and shall endeavor to ensure that all persons using the Premises shall also abide by and conform to all rules and regulations established by Owner.

5. Subject to paragraph 3 of this Agreement if the Premises shall be damaged by User, its officers, agents, representatives, employees, guests or invitees, User shall pay to Owner upon demand such sum as shall be necessary to restore the subject premises or restore or replace the damaged equipment.

6. In further consideration of Owner's granting User permission to utilize the Premises, as more fully stated herein, User hereby assumes the risk of all damage, loss, cost and expense and agrees to indemnify and hold harmless Owner, its officers, agents and employees from and against any and all liability, damage, loss, cost and expense which may accrue to, or be sustained by Owner, its officers, agents and employees on account of any claim, suit or action made or brought against Owner, its officers, agents and employees for the death of or injury to persons or destruction of property or any other damage involving User, its officers, agents, representatives, employees, guests or invitees, sustained in the connection with or arising from the utilization of the Premises, pursuant to this Agreement.

7. In the event of any default by User in any of the terms of this Agreement, including the payment of any monies due under the terms of this Agreement, User agrees to pay the cost, including reasonable attorney's fees, incurred by Owner as a result of said default, including but not limited to costs of collection and/ or eviction from the subj

8. This Agreement shall not be assigned by User nor shall User utilize the Premises for any purpose other than that herein stated.

9. The individual or individuals executing this Agreement on behalf of the User represents to Owner that the individual or individuals has the power and authority to execute this Agreement on behalf of the User and to bind the User to all of the terms and conditions set forth in this Agreement.

10. The parties hereto agree that all the terms and conditions of this Agreement shall be binding upon the parties, their representatives, officers, agents, guests and invitees and cannot be waived by any oral representations or promises unless the same be in writing and mutually signed by the parties who executed the Agreement.

11. User understands that in the event User wishes to have alcoholic beverages on the Premises, User must execute an additional Agreement entitled "Liquor Liability Agreement" and obtain approvals and insurance as set forth in said Liquor Liability Agreement. User understands that the within Agreement DOES NOT authorize the User to consume alcoholic beverages on the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER: Golden Masonic Temple Association

USER: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
Signature of authorized representative of Owner

\_\_\_\_\_  
Signature of authorized representative of User