



LOSS PREVENTION REFERENCE GUIDE



“Protect the Lodge, Protect the Mission”

LOSS PREVENTION REFERENCE GUIDE

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LOSS PREVENTION REFERENCE GUIDE

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FOOD TRUCK SPACE RENTAL AGREEMENT

This FOOD TRUCK SPACE RENTAL AGREEMENT (the “Agreement”) is entered into on this __ day of _____, 20__ (the “Effective Date”) by and between _____ (the “Renter”), with its principal business/mailling address located at _____ and _____ (the “Lodge”) with its principal business address located at _____. Each party is individually referred to as a “Party” and collectively as the “Parties”.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth in this Agreement, and with the intent to be legally bound, the Parties agree as follows:

1. **Term of the Agreement.** This Agreement shall not become effective until both Parties execute this Agreement and the Renter provides insurance documents pursuant to Section 5 below. **OPTION ONE:** The term of this Agreement shall be from _____ to _____ unless terminated earlier pursuant to Section 3 of this Agreement. **OPTION TWO:** This Agreement shall not become effective until both Parties execute this Agreement and the Renter provides insurance documents pursuant to Section 5 below. This term of this Agreement is for _____ event (the “Event”), held on _____, for the hours of _____ to _____ unless terminated earlier pursuant to Section 3 of this Agreement.

2. **Rental Fee. OPTION ONE:** Rent for the food truck space is _____ per month. Rent is due on the first of every month. Rent for any partial month will be pro rated by the number of days the Renter rents the food truck space from the Lodge. **OPTION TWO:** The rental fee for the food truck space for the Event is _____.

3. **Termination of this Agreement.** Either party may terminate this Agreement by providing the other party with thirty days written notice of termination. Notwithstanding the foregoing, Lodge may immediately terminate this Agreement if the Renter fails satisfy the requirements outlined in Section 5 below.

1. **Food Truck Space, Merchandise, & Display Standards.** Lodge shall, in its sole discretion, provide a food truck parking space to the Renter. Renter has, in its sole discretion, final say on how the space is used and how the Renter’s food truck presents to the general public. Renters are required to provide their own connections, including adapters, for the permanent power provided by Lodge. Under no circumstances shall Renter operate any generators. Lodge reserves the right to change Renter’s parking space without notice to Renter or prior consent from Renter at any time. Renter shall not affix any personal property to Lodge’s property without the Lodge’s prior written consent. Renter shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise. Renter shall be considerate of other renter, the Lodge, and all licensees and invitees of Lodge. Renter agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory to the Lodge. Renter shall not transfer, assign, sublet, or share any food truck parking space owned by Lodge without written approval from Lodge and any such attempt to do so without written approval from the Lodge is automatically void.

2. **Renter Documentation and Compliance with Laws.** To the extent that Lodge requests and requires documentation from Renter, Renter shall provide Lodge with true and correct copies of any required documentation, including but not limited to, business licenses, permits, sales tax certificates, certificates of authority, certificates of insurance (including endorsements listing Lodge/Lodge as an additional insured), and/or applicable waivers. Certificate



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of Insurance shows: Commercial Auto Liability Insurance Limit of \$1,000,000, General Liability Insurance Limit of \$1,000,000 and Product Liability Insurance Limit of \$1,000,000. Further, Renter shall, at all times during the Term, comply (and shall cause its employees, agents, visitors to comply) with all laws, codes, statues, ordinances, and regulations applicable to this Agreement and Renter’s use of the food truck parking space.

3. Indemnification. The Renter agrees to defend, indemnify and hold harmless the Lodge, its employees, its members, its agents, its officers, and its affiliates from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all demands, claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Renter, its officials, agents and employees and subcontractors in the performance of this Agreement. The Renter shall, at its sole cost and expense, appear, defend and pay all attorneys’ fees and, other costs and expenses arising under this Section 6. In addition, if any judgment shall be rendered against the Lodge in any such action, Renter shall, at its sole cost and expense, satisfy and discharge such obligation of the Lodge. Lodge shall have the right, at its own expense, to participate in the defense of any suit, without relieving Renter of any of its obligations under this Section 6. Lodge retains final approval of any and all settlements or legal strategies which involve the interest of Lodge. The indemnities set forth in this Section 6 shall survive the expiration or termination of this Agreement.

4. Assumption of Risk. Renter acknowledges and agrees that by use of the food truck parking space, Renter assumes all risk of loss or damage to property, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful conduct of Lodge. Renter releases Lodge, its employees, its members, its agents, its officers, and it affiliates from and against any and all of Renter’s claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury.

5. Limitation of Liability. In no event shall Lodge be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent the Renter maintains any claim against the Lodge, the Renter shall look solely to the Lodge’s leasehold interest in the parking lot where the Renter rents the food truck parking lot space.

6. Video and Photography Release. Renter grants to Lodge the irrevocable and unlimited right and permission to use photographs and/or video recordings of Renter’s food truck on Lodge’s social medial and other internet properties, publications, promotional flyers, marketing materials, or for any other similar purpose without compensation or permission from Renter. Renter releases, acquits and forever discharges Lodge from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. Renter warrants that each of its employees, agents, and subcontractors is eighteen (18) years of age or older.

7. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of _____ without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction and venue of any state or federal Court sitting in _____ County, state of _____, in respect of any suit, action or proceeding arising out of or relating to this Agreement,



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and

irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction and venue of such courts.

8. **Severability.** In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the Parties agree such particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

9. **No Waiver.** No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

10. **Entire Agreement, Amendment, and Construction.** The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by all the Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound as of the Effective date stated above.

LODGE

RENTER

(President's Signature)

(Signature & Title)

Print: _____

Print: _____

Date: _____

Date: _____

(Administrator's Signature)

(Signature & Title)

Print: _____

Print: _____

Date: _____

Date: _____



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PARKING LOT USE AGREEMENT

THIS PARKING LOT USE AGREEMENT (this “Agreement”) is effective as of _____, (“Effective Date”), and is entered into by and between _____ Moose Lodge No. _____, (“Lodge”) and _____ (“Renter”).

RECITALS

A. Lodge is the owner of the parking lot located at _____ (“Parking Lot”). The Parking Lot is located adjacent to Lodge.

B. Renter desires non-exclusive use of the Parking Lot for parking of vehicles under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Use.** Lodge hereby grants a non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and **occupy** _____ **spaces of Parking Lot/Parking Lot [select the applicable agreement]** for the sole purpose as defined and set forth below.

2. **Term of Agreement.** The term of this Agreement shall commence on _____ the Effective Date and end on _____ (“Term”), unless terminated sooner in accordance with paragraph 3 of this Agreement.

2.1 Option to Extend Initial Term. Upon the mutual written agreement of the parties, the Term may be extended. Neither party shall be under any obligation to agree to an extension of the Term. In the event the parties mutually agree to an extension under this Subsection 2.1, the extended Term shall be deemed to end on the date as agreed amount the parties. “Term” shall include the initial term and any extension thereof.

3. **Early Termination.** The Lodge shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Renter as provided in Paragraph 15 herein.

4. **Limitations to Agreement.** Renter’s use of the Parking Lot shall not be exclusive. Lodge shall also have the right to use the Parking Lot for its own purposes, which shall take priority over Renter’s right of use. Lodge’s use will be allowed with advance written notice to Renter of at least one week. In the case of an



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emergency, as determined by the Lodge in its sole discretion, the one week notice requirement shall be waived allowing for immediate use and access by the Lodge. There is no limit on such use. The Renter shall use the Parking Lot solely for its own business-related services.

5. **Agreement Fee.** It is mutually understood and agreed that the agreed upon monthly/annual fee for use of the Parking Lot (“Agreement Fee”) was determined based upon an estimate of the cost of surface care and parking space striping of the Parking Lot. The monthly/annual Agreement Fee of \$_____ will be due upon _____.

6. **Compliance with Laws.** Renter shall, at all times during the Term, comply (and shall cause its employees, agents, visitors, and Renter, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Renter’s use of the Parking Lot. In conjunction therewith, Renter shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Parking Lot if applicable.

7. **Maintenance and Notice of Necessary Repairs.** The Renter is responsible for Parking Lot maintenance as it relates to trash clean-up, weed abatement, parking enforcement, parking violators/violations, fencing, and signage. The Lodge will be responsible for the Parking Lot surface care and parking space striping.

8. **Signage, Alterations and Modifications.** The Lodge will review and inspect signage posted at the Parking Lot. If the Lodge identifies signage that needs repair or in poor condition, the Renter will replace and/or repair the signage identified by the Lodge. Renter shall not, without prior written consent from Lodge, place any signage on, or otherwise alter, modify, improve or change the Parking Lot. Any and all approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Renter.

9. **Indemnification.** Renter agrees to defend, indemnify and hold harmless the Lodge, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all demands, claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Renter, its officials, agents and employees and subcontractors in the performance of this Agreement. Renter shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Lodge in any such action, Renter shall, at its sole cost and expense, satisfy and discharge such obligation of the Lodge. Lodge shall have the right, at its own expense, to participate in the defense of any suit, without relieving Renter of any of its obligations hereunder. Lodge retains final approval of any and all settlements or legal strategies which involve the interest of Lodge. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. **Assumption of Risk.** Renter acknowledges and agrees that by use of the Parking Lot, Renter assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross



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negligence or willful conduct of Lodge. Renter further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an “AS-IS” “WHERE-IS” basis. Renter forever releases Lodge, its agents, manager, affiliates, members, volunteers and employees from and against any and all of Renter’s claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Lodge, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no negligent or willful act of Lodge or its employees resulted in the loss or damages.

11. Security. Renter acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Parking Lot and any and all Renter employees, guests, visitors, and/or Renters.

12. Insurance Requirements. The procuring of required policies of insurance shall not be construed to limit Renter’s liability thereunder, nor to fulfill the indemnification provisions and requirements of Renter. Notwithstanding said policies of insurance, Renter shall be obligated for the full and total amount of any damage, injury, or loss caused by Renter’s negligence or willful acts.

The Renter shall purchase, maintain and keep in force during the term of this License at Renter’s sole cost and expense the following insurance:

A. CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE as required by the statutory laws of the State Labor Code.

B. CERTIFICATE OF GENERAL LIABILITY INSURANCE with accompanying “Additional Insured” endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability policies shall include endorsements naming Lodge, its officers, agents, members, volunteers and employees as additional insured. Endorsements for General Liability shall state that the Renter’s insurance is “primary” and Lodge is “non-contributory,” or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)

One million dollars (\$1,000,000) for personal injury liability

Two million dollars (\$2,000,000) in the aggregate

13. Renter Events of Default. Events of default (“Events of Default”) include, but are not limited to, the following:

A. Any material misrepresentation by Renter in the inducement of this Agreement or the use of the Parking Lot;



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B. Breach of any agreement, representation or warranty made by Renter in this Agreement;

C. Failure of Renter to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

- i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;
- ii) Failure to perform in accordance with terms and conditions of this Agreement;
- iii) Failure to operate and maintain the Parking Lot in a manner satisfactory to Lodge, or inability to operate and maintain the Parking Lot satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- iv) Abandonment of the Parking Lot for reasons not beyond Renter’s reasonable control;
- v) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default; and
- vi) Default by Renter under any other agreement Renter may have with Lodge.

14. **Assignment and Successor and Assigns.** The interest of Renter under this Agreement is personal to Renter and may not be assigned or transferred to any other individual or entity without Lodge’s prior written consent.

15. **Notices.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

Lodge:

Attn: _____

Renter:

Attn: _____



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16. **Severability.** In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

17. **No Third-Party Beneficiary.** This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

18. **No Waiver.** No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

19. **Entire Agreement and Amendment.** The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LODGE

RENTER

(President's Signature)

(Signature & Title)

Print: _____

Print: _____

Date: _____

Date: _____

(Administrator's Signature)

(Signature & Title)

Print: _____

Print: _____

Date: _____

Date: _____



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LOSS PREVENTION REFERENCE GUIDE

II. BOY SCOUTS

of Pages

- BSA - Lodge Guide

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BSA (Boy Scouts) -
Lodge Guide.docx

- BSA - Notice of Termination of Annual Charter Agreement

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BSA (Boy Scouts)-
Notice of Terminatic

- BSA – Premises Lease Agreement

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BSA (Boy Scouts) -
Premises Lease Agree

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“Protect the Lodge, Protect the Mission” BSA (BOY SCOUTS) – LODGE GUIDE

Moose lodges can support BSA by allowing usage of premises instead of as a chartered organization.

Additional Insured

In such an instance, a local Moose lodge requires the BSA Chartered Organization and/or BSA for the Moose Lodge and Moose International be named as an additional insured on their policy of insurance. Note, BSA does not provide indemnification or insurance for intentional acts, such as sexual molestation, abuse. Thus, being named as an additional insured will only provide so much protection.

Event Hosting Agreement/General Lease Agreement

Another strategy to minimize risk includes a written contract (See enclosed Host Event Agreement or Lease Agreement) for use of the premises that includes provisions such as:

- (1) the BSA Chartered Organization is the possessor of the premises while using the premises;
- (2) the BSA Chartered Organization assumes all risks and liabilities arising out of its operations and use of the premises;
- (3) a representation by the BSA Chartered organization that it has provided training in the areas of youth protection, the dangers of sexual abuse in scouting, and the prevalence of sexual abuse in scouting to their volunteers and youth members (including immediate termination of the contract if this representation is found to be false);
- (4) indemnification of the local Moose lodge by the chartered organization in event a claim is made against the local Moose lodge for actions or inactions of the chartered organization; and
- (5) immediate written notification to the local Moose lodge and Moose International if there has been any allegation of sexual misconduct, sexual assault, or sexual abuse against any agent of the chartered organization (including the ability of the local Moose lodge to immediately terminate the contract if such allegations are made).

Notification

Further, in addition to the written contract for premises (See enclosed Event Hosting Agreement, Lease Agreement), the local Moose lodges should require BSA to immediately notify the Moose Lodge of any allegation of sexual misconduct, sexual assault, or sexual abuse against any agent of a BSA Chartered Organization. Upon notification the lodge is to immediately notify Moose International so that appropriate legal steps can be taken.



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NOTICE OF TERMINATION OF ANNUAL CHARTER AGREEMENT

Chartered Organization, _____ [insert Lodge name] (the “Lodge”), that serves as the Chartered Organization, for [Pak No. ____/Troop No. ____/Crew No. ____/ Ship No. ____ (insert what applies)] serves its notice that certain Annual Unit Charter Agreement between Lodge and _____ [insert name of Council] Council, BSA, dated _____ [insert date of Annual Unit Charter Agreement] (“Agreement”) is terminated effective immediately. This termination means that the Lodge will no longer serve as a chartered organization and all obligations under the Agreement terminates immediately.

To the extent, [Pak No. ____/Troop No. ____/Crew No. ____/ Ship No. ____ (insert what applies)] or _____ [insert name of Council] Council utilizes the Lodge’s Employer Identification Number (“EIN”) for any purposes whatsoever, it must stop utilizing the Lodge’s EIN immediately. For example, [Pak No. ____/Troop No. ____/Crew No. ____/ Ship No. ____ (insert what applies)] or _____ [insert name of Council] should immediately remove the name of the Lodge and the Lodge’s EIN from all accounts at financial institutions (including checking, savings, and investment accounts) and any licenses or permits issued by a governmental authority whether federal, state, or local. Further, [Pak No. ____/Troop No. ____/Crew No. ____/ Ship No. ____ (insert what applies)] or _____ [insert name of Council] shall provide written documentation to the Lodge with two (2) weeks after the date on the this Notice’s signature block of all steps taken and documentation submitted to third parties to remove the Lodge’s name and EIN. Additionally, once [Pak No. ____/Troop No. ____/Crew No. ____/ Ship No. ____ (insert what applies)] or _____ [insert name of Council] receives confirmation that the Lodge’s name and EIN has been removed, it must forward that documentation to the Lodge.

Lodge Representative

Title of Lodge Representative

Dated



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BOY SCOUTS PREMISES LEASE AGREEMENT

This **GENERAL PREMISES LEASE AGREEMENT** (“Lease”) is made on this ____ day of _____, 2023, by and between [insert local Moose Lodge], a local lodge of Moose International, Inc., whose address is [insert] (“Lessor”) and [name of Charter Organization/Troop name etc], an associated organization of the Boy Scouts of America (“BSA”), whose address is [insert] (“Lessee”).

1. Description of Lease Premises. Lessor agrees to lease to Lessee and Lessee agrees to rent from Lessor, the space located at [insert address] (“Premises”). Lessee is the possessor of the Premises while using the Premises.

2. Term. Except as provided in Section 9.1 and 9.2, the Premises is leased as a tenant at will where either party may terminate this Lease for any reason with thirty (30) days written notice.

3. Rent. Rent due under this Agreement is payable in equal monthly installments of \$_____ [insert nominal rent amount], on the first day of each calendar month during the term. Rent is payable by Lessee, and Lessor will not seek payment from BSA. Lessee shall pay rent at [insert address], or at any other place as Lessor may designate in writing.

4. Use and Occupancy. Lessee agrees to use and occupy the Premises as a chartered organization for the BSA. Such organizations oversee scouting unit(s) including but not limited to a Cub Scout pack, a Boy Scout troop, a Varsity Scout team, a Venturing crew, or Sea Scout ship. Lessor represents that the Premises may lawfully be used for the stated purpose.

5. Alterations or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises. It is within the sole discretion of Lessor whether any alterations, additions, or improvements can be made to the Premises.

6. Care and Repair of Premises. Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary



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repairs to the Premises. Where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, Lessee shall pay Lessor the costs incurred by Lessor to make the repair. All improvements made by Lessee to the Premises which are attached to the Premises so that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.

Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal.

7. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

8. Utilities. Lessor shall pay for their heat, air conditioning, gas, trash removal, telephone, computer lines and other services used by Lessee on the Premises during the term of this Lease.

9. Lessee Representations. Lessee makes the following representation to Lessor:

9.1 Lessee's volunteers, youth members, employees, and any other agents are trained in the areas of youth protection, the dangers of sexual abuse in scouting, and the prevalence of sexual abuse in scouting. Lessor may immediately terminate this Lease if Lessor learns that Lessee has failed to provide such training; and

9.2 Lessee's volunteers, employees, and other agents have passed an industry standard criminal background check. Lessor may immediately terminate this Lease if Lessor learns that Lessee has failed to conduct a criminal background check of any of its volunteers, employees, and agents.

10. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:



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10.1 Lessee fails to pay Rent to Lessor when due and such failure continues for five (5) days after Lessor's receipt of written notice from Lessor of such failure;

10.2 Lessee shall fail to perform any other term, covenant, or condition under this agreement, other than the payment of Rent, within thirty (30) days after receipt of written notice from Lessor so to do (or, if such default cannot be cured within said thirty (30) day period, then within such additional period of time as may be reasonably required to cure such default, provided Lessee commences remedying the default within such thirty (30) day period and thereafter is diligently pursuing to completion the curing of such default).

10.3 Upon the occurrence of any of the foregoing events, Lessor, may avail itself of all its rights and remedies at law or in equity, and in addition to, Lessor shall have the right:

a. To immediately re-enter and remove all persons and property from the Premises by summary proceedings, lawful force or otherwise;

b. To terminate this Lease on not less than two (2) days notice to Lessee. Upon such notice, this Lease shall cease and expire on the date set forth in the notice as if the date were the expiration date originally set forth herein; and/or

11. Insurance. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Further, both Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

12. Indemnification. Lessee agrees to pay, and to protect, defend, indemnify, and hold Lessor harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Lessee and Lessor), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition



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hereof, and (iii) violation by Lessee of any contract or agreement to which Lessee is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any actual or alleged intentional, reckless, negligent, or tortious act or omission on the part of Lessee or any of its employees, volunteers, agents, contractors, sublessees, licensees, or invitees including, but not limited to, actual or alleged sexual misconduct, sexual molestation, or sexual abuse. In case any action, suit, or proceeding is brought against Lessor by reason of any occurrence herein described, Lessee will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Lessor.

13. Assignment of Sublease. Lessee cannot assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises.

14. Waivers of Subrogation. Notwithstanding any other provisions of this Lease, in any event of loss or damage to the Premises, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional costs, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

15. No Waiver. The failure of either party to insist on strict performance of any term, covenant, or condition of this Lease, or to exercise any option contained in this Lease, shall not be construed as a waiver of the term, covenant, or condition. This Lease cannot be modified or terminated orally.

16. Interruption of Services or Use. Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor’s control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction.

17. Assumption of Risk. Lessee assumes all risks and liabilities out of its operations and use of the Premises, including but not limited to property damage or personal injury, including death, unless caused by the gross negligence or willful misconduct of Lessor or Lessor’s agents.



“Protect the Lodge, Protect the Mission”

18. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

19. Remedies Cumulative. Exercise of any of the remedies of Lessor under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity.

20. Joint and Several Liability. In the event Lessee shall be compromised of more than one individual and/or business entity, each such individual or business entity compromising Lessee shall be jointly and severally liable for each and every obligation of Lessee under the terms of this Lease.

21. Compliance with Laws and Regulations. Lessee shall comply with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the Premises, which shall impose any violation, order or duty upon Lessor or Lessee with respect to the Premises or the use or occupancy thereof, including, without limitation, compliance with all city, state and federal laws, rules and regulations.

21.1 Lessee, upon notification of any allegation of sexual misconduct, sexual assault, or sexual abuse against any volunteer, employee and/or agent of Lessee, shall provide immediate written notification to Lessor and Moose International, Inc. Lessor may, at Lessor’s sole discretion, immediately terminate this Lease upon learning of such allegations.

21.2 Lessee shall observe and comply with any reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety care and cleanliness of the Premises and the comfort, quiet, and convenience of the other occupants of the Premises.

22. Section Titles. Section and subsection titles used herein are solely for convenience and are not to be used in interpreting particular provisions of this Lease.

23. Choice of Law. This Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of _____ including all matters of construction, validity, performance, and enforcement and without



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giving effect to the principles of conflict of laws. Any action brought by a party hereto shall be brought within the State of _____.

24. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR By: _____
[President’s Signature]

[President’s Printed Name]

(Administrator’s Signature)

(Administrator’s Printed Name)




LESSEE By: _____
[Signature of Lessee’s representative]

[Printed name and title of Lessee’s representative]



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LOSS PREVENTION REFERENCE GUIDE

III. CONTINUOUS ACCIDENT PREVENTION	# of Pages
● The Lodge Safety Report Edition	10
 23.02.February 2023 Loss Prevention Con	
● Lodge Safety Inspection Form	1 & 2
 LISF Insurance Info.pdf  LSIF Checklist.pdf	

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
- SCROOL DOWN AND CLICK ON LEGAL/RISK MANAGEMET
- SCROLL DOWNT TO THE DOCUMENT YOU SEEK,
- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS

FEBRUARY 2023

THE LODGE SAFETY REPORT EDITION

The official publication of the Loss Prevention Committee



Filling Out The Lodge Safety Form Tips & Information

WRITTEN BY PILGRIM KELLY PARKER

OK, so it's that time again where you need to do the Lodge Safety Inspection Form. This is also a great time for you to review your operation as a business and protect your Lodge Board of Officers from those little things that can get you in a ton of trouble!

As we only complete this form once per year, and our website-based system updates every so often – now is probably a perfect time for a reminder of how to accomplish the task!

*What's in this
newsletter:*

**ALL ABOUT
THE LODGE
SAFETY FORM.**

**DUE BY:
MAY 31, 2023**



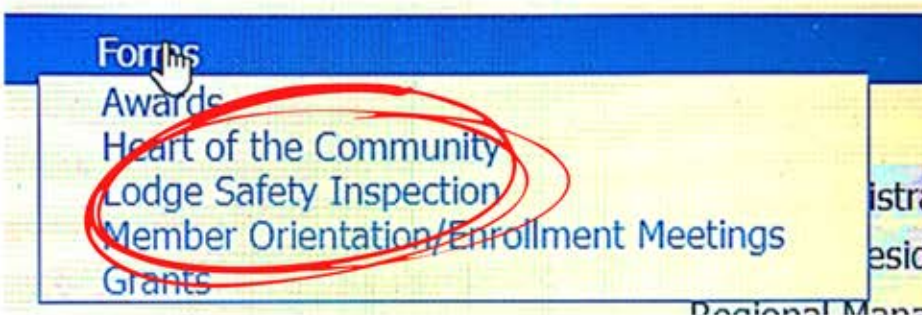
How Do I Access The Form?

SO GLAD YOU ASKED! FIRST, YOU NEED TO LOG INTO YOUR LCL WEB PORTAL.

When you open to the banner page – you need to then click on “Forms”



Once you click on the Forms tab, you will see a block that opens up to all the forms you can access. You will notice that the Lodge Safety Inspection Form is the third one down:



*Online Form
Opens on:
April 15th*

*DUE DATE:
May 31, 2023
midnight!*

You will then see a summary of all the Lodge Safety Inspection forms you have submitted over the past few years. There will be a spot for you to CREATE or EDIT your form for 2023. (Our example below only shows views for previous years)

Lodge Safety Inspection Forms

Form	
May 2021	View
May 2020	View
May 2019	View
May 2018	View
April 2017	View
October 2016	View

Once you click on the CREATE or EDIT link, you will see the Form. You will notice a few things at the top of the form that can help you with the process:

PRINTING A BLANK COPY TO WORK WITH: simply click on the "Print Blank Checklist" link and one will pop up.

Lodge Safety Inspection Form

May 2021

Deadline: 5/31/2021

Save & Submit

Reset

Back To Inspection Forms

[Printer Friendly Version](#)

[Print Blank Checklist](#)

Contact Name:

Don Berrill

Contact Title:

Lodge Administrator

Inspection Date:

4/28/2021



REMEMBER:

If submitted on time, the Lodge will receive a \$100 credit towards their next year's Risk Pool Assessment.

If Late or Not Submitted, there will be a 10% Surcharge

FILLING OUT THE FORM – Similar to your Heart of the Community Form – just start filling in the blanks. If at any point you want to stop and save your work, just click on the “Save & Submit” Button. You can keep going back and forth into the form by hitting “Save & Submit” before leaving the form.

Lodge Safety Inspection Form

May 2021

Deadline: 5/31/2021

**DUE DATE
IS MAY 31, 2023**

Save & Submit

Reset

Back To Inspection Forms

[Printer Friendly Version](#)

[Print Blank Checklist](#)

Contact Name: Don Berrill

Contact Title: Lodge Administrator

Inspection Date: 4/28/2021



Once you feel the form is totally complete, print yourself out a “**Printer Friendly Version**” by clicking on that link at the top of the page. It is always good to have a hardcopy on file!

Each Lodge is required to submit their Lodge Safety Inspection Form to Moose International no later than MAY 31st of each year by midnight. This report is truly important simply because losses due to accidents can be massive, and lots of people like to sue if they think you are at fault. **PROTECT YOURSELF – Conduct your due diligence to confirm your Lodge is a safe place to be!**

MUST!!!

*Be completed
through the
Moose Admin
Area.*

*Only online
forms will be
accepted. No
exceptions!*



Loss Prevention PowerPoint must be viewed by all Lodge Officers.

This is available online in the Moose International website.

So What Info Do I Really Need?

When you look at the form itself, there are some basic things you need to do to get prepared:

SECTION I – General Info

You need to bring a few things to this section, specifically:

1. **Property Insurance Policy:** The report asks specifically for Company Name, Policy Number and Effective Date. Make sure it is still in force and take the time to review it now to ensure it actually meets your needs! If in doubt – call your broker and check it out
2. **Employee Theft Policy:** For those of us in Canada that is typically a sub of your regular property insurance. In the USA you can purchase supplementary policies through your insurer. Make sure you have coverage for employee theft, tailored to your particular business. A minimum of \$5000 coverage is recommended. Usually, cheap!
3. **Workers Compensation Information:** For most lodges in Ontario, you are probably not registered for WSIB because you don't need to be. In other provinces requirements vary – if in doubt – call your provincial Workers Compensation Board and find out! In the USA you can purchase insurance through different avenues in each state.

Know that the Lodge Safety Inspection Form can assist you to identify potential problem areas. USE THIS INSPECTION to help yourself!

You are also asked in this section to review the Loss Prevention Power Point, and the Insurance Manual. **You must certify you have reviewed them** – so take a few moments and go through them. You'll find tips to help you completing the Lodge Safety Report.

Lastly – you need the **Square Footage of your Lodge** and your **Annual Average Alcohol Sales** in dollars. Moose International needs this information as part of their overall audit of needs for insurance.



SECTION II – General Fire

Now the inspection part begins. This section asks if you have the basics in play. Do you have First Aid Kits available and Emergency numbers Posted? Is the Fire Department familiar with the Lodge and its operations? Do you have room capacity signs & evacuation routes posted? Do you have enough fire extinguishers, are they operational, certified checked, and are they mounted and accessible? How about Kitchen Extinguisher systems – are their inspections up to date? If you have ceiling sprinkler heads, are they the proper operating distance from the ceiling?

SECTION III – Exits & Stairways

OK – this section asks some basic info on how people get around the lodge. Be prepared to answer questions such as: “Are Exits identified with proper signage?”, “Are doors properly unlocked during business hours and equipped with panic bars?”, “Are all doors clearly marked with whether they are exits or not?”, “Is every stairwell and doorway well lit?”, “Is the Emergency lighting system operational?”, “How about stages, platform areas – do they have railings where required and are they properly marked?”, “If you have an elevator does it have proper licensing and is it in good repair?”, “How about Floor coverings – are they all in good repair, free of tears, rugs & mats secured, tiles in good repair”

You specifically are checking for FALLING & TRIPPING HAZARDS! They may not be immediately obvious, so walk around your lodge and make sure everything is in good shape!

SECTION IV – Kitchen & Bar Areas

So like section III where you have to talk about all your main exits and stairways, this section focuses on your bar & kitchen areas. You need to check and indicate the following:

- If you used compressed gas, are the cylinders in good repair and secured?
- Do all knives and meat slicers or other such utensils equipped with the proper protection for use in cooking, and for in storage?
- Generally, are your kitchen and bar areas in good repair and operational?



SECTION V – Lodge Electrical

Obvious stuff in this section – make sure that all electrical equipment is properly grounded, and that all electrical wall panel boxes meet code for your area (especially related to clearance and clutter around the boxes). There also is a specific item asking about UL listed surge protectors. They are needed in wet areas!

Ensure all wall outlets have appropriate covers and have not been modified to feed more lines than originally designed.

In some municipalities you are required to have electrical inspections every 3-5 years, so when that happens – make sure you know the results and work with your electrician!

SECTION VI – Chemicals and combustibles.

Yep – we can have some dangerous stuff in the course of our regular operations. You need to have a written inventory of all hazardous chemicals in the Lodge (like ammonia, bleach, cleaners). Need to also ensure that flammable & combustible liquids are stored safely in metal cabinets and in proper locations for your building codes.

You are also asked in this section to confirm that all your employees are aware of the hazards and know how to protect themselves. Knowledge is a big part of saving people from themselves!

SECTION VII – Rest Rooms

Basic stuff you need for this section – are the floors dry & clean? Do you have Soap, Towels or Air Driers, sinks, mirrors, commodes, safety equipment? Do the lights work? We all use restrooms – make sure yours is clean & safe!

SECTION VIII – Parking Lots & Sidewalks

Everything you can think of in the Lodge also applies to outside. You need to certify that your parking areas have adequate lighting, that parking is identified and has proper signage. Sidewalks and all paved areas must be in good repair, with curbs and parking stops/blocks clearly marked. Do you have non-slip materials such as salt or sand available for inclement weather?

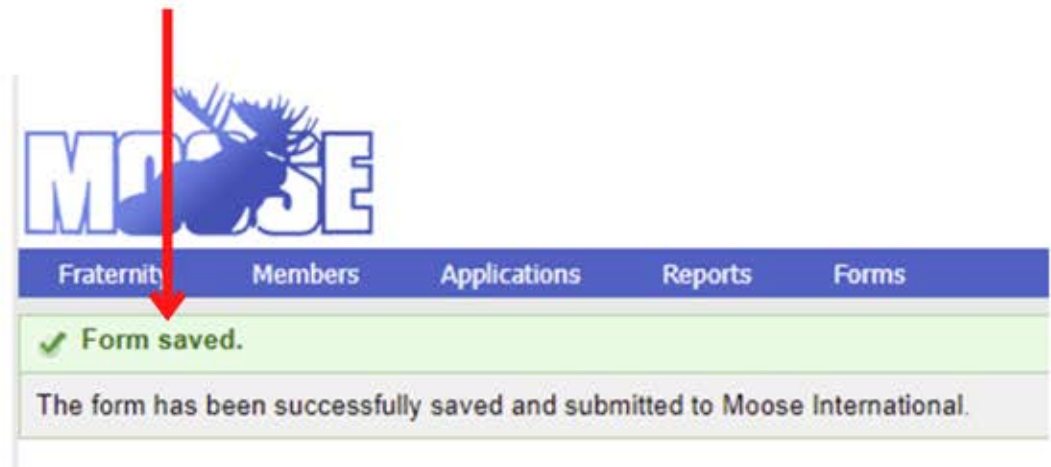


Loss Prevention PowerPoint must be viewed by all Lodge Officers.

This is available online in the Moose International website.

FINAL SUBMISISON

As you make changes to the form, you need to select the "Save & Submit" Button each time before you leave the form. If the form has been saved successfully, you will see a GREEN BAR across the top of the page that confirms the data is saved. It looks like this:



FINAL THOUGHTS

So, as you can see, there are lots of moving parts for completing the Lodge Safety Inspection Form. When you look at it though, it is not difficult, and it is a great opportunity to instill safety culture in our Lodges. We want people to be happy and safe – and by going through the effort to gather information for the report, you are also conducting your DUE DILIGENCE as an officer of the Lodge (and the corporation if you are incorporated).

Note that every one of these sections has questions that require you to answer **YES, NO, or NOT APPLICABLE**. Recognize that if you note a deficiency you need to fix it before your next annual report (or as soon as possible if it really a safety hazard).

We hope this newsletter helps you in filling out the Lodge Safety Inspection Form. Please don't hesitate to contact Moose International Loss Prevention or your local Territory Manager or Liaison if you need assistance!

SAFETY FIRST

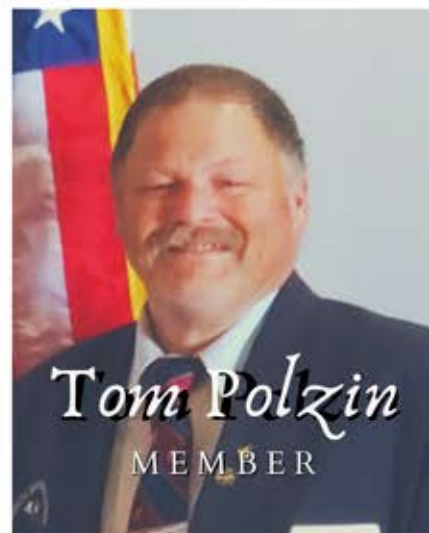
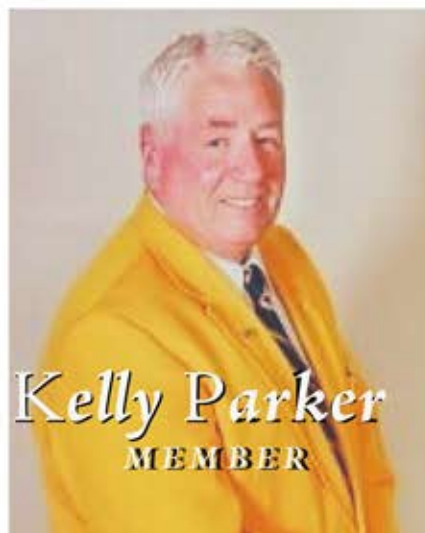
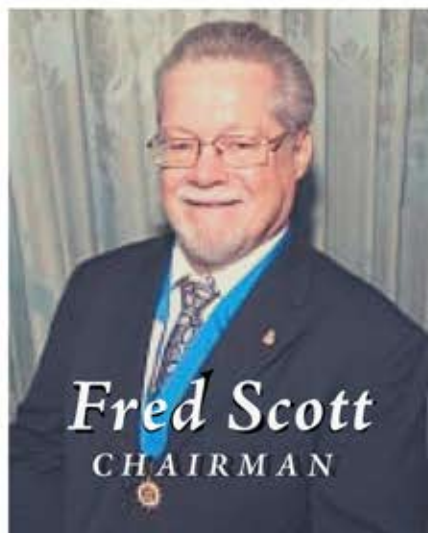


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Be Safe

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MOOSE INTERNATIONAL *Loss Prevention Committee*





IMPORTANT CONTACTS & NUMBERS

International Loss Prevention Committee
155 S. International Dr.
Mooseheart, IL 60539
[Click here to email the committee!](#)

Moose International Risk Management
[\(630\) 859-2000 x 6615](#)
[Email: kduck@mooseintl.org](mailto:kduck@mooseintl.org)

Resources Websites:
www.mooseintl.org
www.mooseinsuranceprogram.com

Lodge Safety Inspection Form

May 2023

Deadline: 5/31/2023

Save & Submit

Reset

Back To Inspection Forms

[Print Blank Checklist](#)

Contact Name:
Contact Title:
Inspection Date: 

Insurance - Non Risk Pool Coverages



☐ Yes ☐ No ☐ N/A



Name of Property Insurance Company:	Policy Number:	Effective Date:	Term Date:
<input type="text"/>	<input type="text"/>	<input type="text"/> 	<input type="text"/> 



☐ Yes ☐ No ☐ N/A

Name of Employee Theft Insurance Company:	Policy Number:	Effective Date:	Term Date:
<input type="text"/>	<input type="text"/>	<input type="text"/> 	<input type="text"/> 

☐ Yes ☐ No ☐ N/A

Name of Workers' Compensation Insurance Company:	Policy Number:	Effective Date:	Term Date:
<input type="text"/>	<input type="text"/>	<input type="text"/> 	<input type="text"/> 

Has the Loss Prevention PowerPoint been viewed?  Date viewed:  [Loss Prevention PowerPoint](#)

Has the Insurance Reference Manual been viewed?  Date viewed:  [Insurance Reference Manual](#)

General Lodge Information

Square Footage of Lodge:

Average Monthly Alcohol Sales:

Lodge Safety Inspection Form Checklist

General/Fire

- _____ First Aid kit is available for use in kitchen and has appropriate supplies.
- _____ Emergency numbers (Police/Fire/Medical) are posted near the telephone.
- _____ The local Fire Department is familiar with the Lodge and its operations.
- _____ An emergency evacuation (site) map is posted in the Social Quarters.
- _____ The room maximum capacity sign is posted in the Social Quarters.
- _____ The proper type(s) of fire extinguishers, adequate in number and size, as per local code, are properly wall mounted, located appropriately for hazard involved, identified and accessible.
- _____ Fire extinguishers are "charged" and visually inspected at least monthly, inspections are noted on the inspection tag (annual inspections are completed by a professional service representative and records retained at the Lodge).
- _____ The kitchen range fire extinguisher system works and is included in the Lodge extinguisher inspections.
- _____ Ceiling sprinkler heads (when installed) have a minimum 18" operating clearance from all materials.

Exits/Stairways

- _____ Exits are identified with an "EXIT" sign, and not blocked or hidden from view.
- _____ Doors are kept unlocked during hours of operations or equipped with panic bars.
- _____ Doorways that could be confused as an exit are marked as "NOT AN EXIT" and a sign stating where it leads to, i.e. "Storeroom".
- _____ The direction of travel in all hallways/passageways to the nearest EXIT is marked with a sign and arrow showing the way to the outside EXIT doors.
- _____ The "emergency" lighting system works (has no manual by-pass switch) and will automatically activate in the event of power failure.
- _____ Every stairway is well lit and in good repair. Those having four or more steps have a hand rail. Those 88 inches or more in width have an intermediate midway stair railing.
- _____ All open-sided floor or platform areas such as a "stage" that are 4 feet or more from the adjacent floor, have railings on all sides.
- _____ Elevator(s) are maintained and inspected according to state and local codes.

Floor and Walking Surfaces

- _____ Floor coverings such as tile and carpet are in good repair and have no holes.
- _____ Carpeting is in good shape, with no torn or loose threads that could cause someone to trip and fall. The carpet on stairways is tight with no loose ends.
- _____ Tile areas, i.e. kitchen floor, are kept clean and in good repair; broken, chipped, or missing tile has been replaced or the area leveled to prevent trips/falls.
- _____ Rugs and mats, i.e. doorway and kitchen, are clean and secured from movement, with no turned-up edge(s), so that no one will trip over them.
- _____ The dance floor has a "non-slip" treatment or other material to prevent slipping.
- _____ Portable signs indicate wet-mopped floors or temporary hazards.

Kitchen/Bar Areas

- _____ Compressed gas cylinders are secured to prevent them from falling over or from having the control valve damaged.
- _____ The meat slicer blade is set at zero when not in use.
- _____ All "cutting" knife blades are protected to prevent accidental cuts.

Electrical

- _____ All electrical wall outlets have appropriate covers and have not been modified to feed more lines than originally designed, i.e. two plug-ins equal two plugs.
 - _____ Only UL listed "surge protected" electrical extension cords are in use.
 - _____ All electrical equipment is properly grounded.
- All electrical wall panel boxes have at least a 30 inch clearance in front of their door. Each circuit breaker or fuse port is marked as to list its controls and every wire leading into, or out of, the panel box has protection against contacting the metal frame of the panel box.

Hazardous Chemicals

- _____ A written inventory of all hazardous chemical substances, i.e. ammonia, bleach, metal cleaners, etc., is kept on hand in the Administrator's office.
- _____ All employees are aware of the hazards related to the chemicals used in the Lodge and how to protect themselves from chemical harm.
- _____ Flammable and combustible liquids (paints, solvents, etc.) are stored in metal safety cabinets or off premises.

Rest Rooms

- _____ Customer and employee facilities have clean sinks, mirrors and commodes.
- _____ Floors are dry and clean.
- _____ Soap and towels or air dryer are provided.
- _____ Employees are required to wash hands thoroughly before leaving the rest rooms.
- _____ Lights operate satisfactorily.

Parking Lot/Sidewalk Areas

- _____ Parking areas have adequate lighting; curbs and parking spaces are identified (marked), handicap parking and access is appropriate (signs, ramps, restricted).
- The sidewalk and paved parking area is in good repair (no pot-holes, or broken/raised cement). Curbs and parking stops/blocks are clearly marked (painted).
- _____ Steps and ramps are well maintained, identified/marked and have adequate lighting and rails. Step-ups and/or step-downs are clearly identified.
 - _____ Non-slip material such as salt or sand is provided for stairs, ramps, outside doorways and parking areas as appropriate, i.e. during periods of bad weather.



“Protect the Lodge, Protect the Mission”

LOSS PREVENTION REFERENCE GUIDE

IV. EMPLOYEE

of Pages

- Employee Handbook Template

13



Employee
Handbook Template

- Employee Confidentiality Statement

1



Employee
Confidentiality State

- Board Confidentiality and General Laws Understanding

1



Board
Confidentiality and

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
- SCROOL DOWN AND CLICK ON LEGAL/RISK MANAGEMET
- SCROLL DOWNT TO THE DOCUMENT YOU SEEK,
- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS



“Protect the Lodge, Protect the Mission”

Lodge No. _____

Employee Handbook

Issued _____, 20__

DO NOT REMOVE



“Protect the Lodge, Protect the Mission”

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“Protect the Lodge, Protect the Mission”

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“Protect the Lodge, Protect the Mission” Purpose of this Handbook

This Handbook was issued May 2023. It is provided for informational purposes only. Lodge No. _____ of The Moose (the “Lodge”) retains the exclusive right to change, add to, eliminate, or modify any of the policies in this Handbook at any time at its discretion, with or without notice.

Any promises, representations, or actions by an officer, administrator, or employee which are contrary to this Handbook are not the official policy of the Lodge.

Should there be a conflict between any of the terms of this Handbook and Moose International General Laws or any state, local, or federal law, the applicable law will supersede the applicable provision of this Handbook, but only to the extent necessary to bring this Handbook into conformity or compliance with the applicable law.

Employment Receipt, Acceptance, and Agreement

I hereby acknowledge receipt of the Employee Handbook. I understand the Employee Handbook contains important information about my employment with the Lodge. I understand and agree that it is my continuing responsibility to read and understand its contents. I understand and agree that the information, policies, procedures, and benefits described herein are subject to change at any time. I have been informed and I understand that I may ask the Administrator any questions I might have concerning this Handbook.

I also understand and agree that this Handbook is not an employment contract for any period of employment or for a continuing employment, and that my employment with the Lodge is “at-will.” Accordingly, and subject to applicable laws, the Lodge has the right to terminate my employment at any time and for any reason or no reason. I further understand that I have the right to voluntarily terminate my employment with the Lodge at any time.

I read, understand, and agree to all of the above. I also read, understand, and agree to all policies and procedures outlined in this Handbook.

Signature of Employee

Date

Printed Name of Employee

Date

Lodge Representative

Date



“Protect the Lodge, Protect the Mission”

Section 1 - Overview

1.1 Introduction

The Employee Handbook (“Handbook”) has been developed and designed to provide general guidelines about the policies and procedures of the Lodge. The policies, guidelines, procedures, or benefits outlined in this Handbook are not intended to give rise to any contractual obligations whatsoever and are not to be construed as a guarantee of future employment. However, employees are expected to follow the policies described in this Handbook.

You are responsible for reading, understanding, and complying with all provisions of this Handbook. If you have any questions, please see the Administrator.

1.2 Changes in Policy

This Handbook supersedes all previous personnel policies that may have been in place from time to time. The Lodge reserves the right to interpret, change, suspend, or cancel all or any part of this Handbook or any policies, procedures, benefits, or other conditions, at any time and with or without notice. The Lodge will do its best to notify all employees of any changes along with effective dates of enforcement. If you are uncertain about any policy, please speak with the Administrator.

1.3 Employment Relationship

Unless otherwise stated in a separate, written, signed document between the Lodge and Employee, all employment at the Lodge is “at-will.” This means that all employees enter into employment voluntarily and are free to resign at any time for any reason or for no reason. Similarly, the Lodge is free to conclude its relationship with any employee at any time and for any reason or for no reason. Nothing within this Handbook shall be construed as a guarantee of future employment, compensation, or benefits.

1.4 Lodge Description

[INSERT: Lodge Name & Number], is a 501(c) (8) not-for-profit corporation existing by virtue of the laws of the State of _____. The Lodge is a not-for-profit corporation operating as a chartered affiliate of Moose International, Inc. As such, all activities are conducted in compliance with all local, state, and federal laws and regulations applicable to such enterprises and the General Laws of Moose International, Inc.

[INSERT: Lodge Name & Number] further exists as a recognized fraternal and charitable entity governed entirely in its fraternal organization and operation by the General Laws of Moose International, Inc. as revised from time to time and by The Moose. All members, employees and activities of **[INSERT: Lodge Name & Number]**, function in compliance with those General Laws.



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1.5 Purpose of the Lodge

The purposes of [INSERT: Lodge Name & Number] are to:

- Unite in the bonds of fraternity, benevolence, and charity, all acceptable persons of good character.
- Represent an International Organization of Men and Women, dedicated to caring for young and old, bringing community together and celebrating Life.
- To promote membership growth and financially strengthen our fraternity.
- Assist their members and their families in time of need. Aid and assist the aged members of lodges, chapters, and their spouses.
- Render services to children in need, by the operation of vocational, educational institutions of the type and character of the institution now called "Mooseheart", and located at Mooseheart, in the State of Illinois.
- Serve aged members and/or their spouses at one or more institutions of the character and type of the place called "Moosehaven", located at Orange Park, in the State of Florida.
- Create and maintain foundations, endowment funds, trust funds and subsidiary or related corporations, whether non-profit or for profit, for the purpose of carrying on, aiding and assisting the charitable and philanthropic enterprises heretofore mentioned. Moose International may, as appropriate, act as a member, shareholder, or trustee in the administration of such foundations, endowment funds, trust funds, and corporations.

Section 2 –Employment Policies

2.1 Equal Opportunity

The Lodge is an Equal Opportunity Employer. It is the Policy of the Lodge that all employees and applicants for employment will be treated equally for purposes of all employment decisions without regard to race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, age (if at least eighteen years old), pregnancy, genetic information, or any other classification protected by law. Further, the Lodge will attempt to make reasonable accommodations for qualified individuals with known, qualifying disabilities unless doing so would result in an undue hardship, or a direct threat to the health or safety of the applicant, employee, or others.

If you have any questions about this Policy or ever have a concern about a potential violation of this Policy by you or a co-employee, you should immediately make that known to the Administrator or any member of the Board of Officers. The Lodge prohibits retaliation against employees for good-faith complaints of unlawful discrimination.

2.2 Non-Discrimination and Non-Harassment

The Lodge is committed to providing a workplace free from unlawful discrimination or harassment. The Lodge strictly prohibits discrimination and harassment on the basis of a person's race, creed, color, sex,



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sexual orientation, gender identity, national origin, religion, disability, age (if at least eighteen years), pregnancy, genetic information, or any other classification protected by applicable law (i.e., membership in a protected class).

Prohibited Conduct

Harassment includes unwelcome, offensive, or intimidating behavior on account of an individual's membership in a protected class. Harassment may take many forms, including but not limited to:

VERBAL CONDUCT that is directed at an individual because of his or her membership in a protected class. Examples include, but are not limited to, epithets, derogatory comments, unwelcome jokes or stories, slurs, unwelcome verbal advances or invitations, requests for sexual favors, or harassing phone calls.

VISUAL CONDUCT that is directed at an individual because of his or her membership in a protected class. Examples include, but are not limited to, derogatory or offensive posters, cartoons, bulletins, drawings, photographs, magazines, written articles or stories, screen savers, or electronic communications.

PHYSICAL CONDUCT that is directed at an individual because of his or her membership in a protected class. Examples include, but are not limited to, touching, patting, pinching, grabbing, staring, leering, lewd gestures, invading personal space, assault, blocking normal movement, or other physical interference.

Employees are encouraged to report harassment *before* it becomes severe or pervasive. While isolated incidents of harassment generally do not violate the law, a pattern of such incidents may be unlawful. The Lodge's desire is to stop harassment before it rises to the level of a violation of the law, but it cannot stop something of which it is unaware. It is the duty and responsibility of every employee to immediately report potential violations of this Policy, whether directed directly towards them or towards a co-employee, as set forth below.

Any employee in violation of any provision of this Policy, including the reporting obligation, is subject to disciplinary action, up to and including termination of employment.

Prohibition of Retaliation

The Lodge will not take adverse employment action against an employee because he or she has made a good-faith report of or reasonably opposed discrimination or harassment prohibited by this Policy or law or because he or she has participated in an investigation or provided information related to such complaints. Furthermore, the Lodge will not tolerate materially adverse treatment among co-employees for engaging in such behavior.

If an employee believes he or she is being treated adversely because he or she has made a complaint of or reasonably opposed discrimination or harassment or participated in an investigation or provided information related to such complaints, the employee should immediately report it to the Administrator or any member of the Board of Officers. The Lodge will not tolerate retaliation against employees for engaging in activity protected by law, and any employee found to have taken materially adverse



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employment action against another for engaging in such activity is subject to disciplinary action, up to and including termination of employment.

Complaint Process

It is the responsibility of all employees of the Lodge to report suspected discrimination or harassment to the Administrator, or Social Quarter Manager, or any member of the Board of Officers, whether the suspected discrimination or harassment is inflicted upon the employee or a co-employee.

If you feel you are a victim of discriminatory harassment or other inappropriate behavior, you may choose to personally confront your alleged harasser by letting that person know that his or her conduct is unwelcome. If the matter is not resolved or if you choose not to confront the harasser, report your concerns to the Administrator, or Social Quarter Manager, or any member of the Board of Officers immediately.

Your concerns will be handled as confidentially and sensitively as is practicable under the circumstances. It is the policy of the Lodge to promptly acknowledge, hear, investigate, and appropriately resolve allegations of discrimination, harassment, or retaliation.

2.3 Reasonable Accommodations for Individuals with Disabilities

Consistent with applicable laws, the Lodge provides reasonable accommodations for otherwise qualified individuals with disabilities who need reasonable accommodations to perform the essential functions of their jobs. The Lodge can only provide reasonable accommodations if it knows about an employee's physical or mental limitations and need for reasonable accommodations. Therefore, if an employee believes a disability is preventing him or her from performing essential job functions or enjoying equal employment opportunities, it is the individual's responsibility to request a reasonable accommodation from the Lodge. Requests for reasonable accommodations should be made to the Administrator.

It is important for employees who might require accommodation to place the Lodge on notice of that fact before job performance or professionalism suffer, and before the employment relationship may be adversely affected. An employee will not be subject to retaliation for seeking a reasonable accommodation. Further, employees will not be discriminated against for notifying the Lodge that they suffer from a qualifying disability.

2.4 Personnel Files

Keeping Your Information Current

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Administrator as soon as possible:

- a. Legal name
- b. Home address
- c. Home telephone number or mobile phone number
- d. Person to call in case of emergency



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In addition, it is your responsibility to make any changes you deem necessary to your W-4 for tax withholding purposes.

2.5 Workers' Compensation / Accident Policy

To assure protection for employees and the Lodge, any accident that occurs on the job must be reported immediately to the Administrator, even if there are no injuries apparent at that time. Please see the Administrator for a form to properly report an injury or accident as soon as reasonably possible. The Lodge will help arrange for medical treatment following any injury.

Employees should properly report all injuries or accidents or potential claims without fear of reprisal. Accidents reported and workers' compensation claims made in good faith will not result in disciplinary or retaliatory action.

If an employee is injured, it is the Lodge's policy to bring the employee back to work, as soon as they are medically able. Employees will be required to provide a medical release before returning to work.

Section 3 – Employee Conduct

3.1 Attendance and Punctuality

The Lodge believes that attendance and punctuality are essential factors in employees' job performance and are expected of all employees at all times. Employees are responsible for planning accordingly to ensure they arrive at work on time and leave on time. If you are unable to report to work at your scheduled time or must leave early for any reason, you are expected to notify the Administrator as far in advance as possible. You are responsible for speaking directly with the Administrator.

Excessive absence, tardiness or leaving early will be grounds for disciplinary action, up to and including termination of employment.

3.2 Absences

When you are unable to work, you must notify the Administrator as soon as possible. This will allow the Lodge to arrange for temporary coverage of your duties. Except in emergencies, an employee who does not report for work and does not notify the Administrator of his or her status for three consecutive shifts will be assumed to have voluntarily terminated his or her employment. The employee will be terminated as if the employee had resigned and removed from payroll, and the employee's last paycheck will be paid on the next available payday.

3.3 Telephone Use



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The Lodge is aware that many employees may carry their personal cellular telephones during working hours. However, personal cellular telephones can be a distraction while working. Employees are expected to turn their personal cellular telephones on silent or to the “vibrate” setting. Personal usage during working hours is discouraged except in emergencies.

Any violation of this Policy may result in disciplinary action, up to and including termination of employment.

3.4 Safety

Safety is every employee’s responsibility. Safety is to be given primary importance in every aspect of the performance of an employee’s job duties. Every employee is expected to obey safety warnings, take appropriate precautions, and use general common sense in the performance of their job duties. Employees should refrain from all activity that may promote an unsafe work environment. In addition, all employees should report any suspected unsafe working conditions to the Administrator immediately and discontinue work in that area. **In the event of an accident, no matter if an injury occurs, employees must immediately report the incident to the Administrator.**

Employees who violate this Policy or any safety standards may be subject to disciplinary action, up to and including termination. In addition, employees who violate this Policy may face legal action.

3.5 Serving Alcoholic Beverages

Any employee dispensing or serving alcohol shall attend an approved alcohol server training program and be certified as having satisfactorily completed all requirements of said program. Failure to complete such training may result in disciplinary action, up to and including termination of employment.

3.5 Conflict of Interest

All employees have an obligation to conduct business in a manner that avoids actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, a relative or acquaintance, as a result of the business dealings of the Lodge.

Any suspected conflict of interest will be immediately reported to the Administrator who will ask the President to present the suspected conflict of interest to the House Committee at either a regular stated meeting of the House Committee or at a special meeting of the House Committee called for that purpose.

The House Committee may ask the subject employee to review his or her actions and to provide documentation. The House Committee will then take the disciplinary actions that it deems appropriate up to and including discharge.



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3.6 Non Disclosure

All employees may in the course of their employment have or use confidential information about the business of the Lodge. Such information may include, but is not limited to, Lodge membership, disciplinary actions, employee salaries, prices and costs or other unique information about the Lodge which the Lodge considers confidential.

Any employee who discloses such confidential information shall be subject to disciplinary actions up to and including discharge.

It is the Lodge’s policy that only the President or the Administrator is authorized to speak publicly about the business of the Lodge.

Section 4 – Vacation and Leave

4.1 [INSERT: ANY APPLICATION VACATION AND LEAVE POLICIES]

Section 5 – Employment Compensation and Payroll

5.1 Employment Classifications

“Non-Exempt” and “Exempt” Employees

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers. Non-exempt employees are entitled to minimum wage, and overtime pay at a rate of not less than one and one-half times their regular rates of pay for hours worked in excess of 40 hours in a workweek. You will be informed if your duties make you an exempt employee. If you have any questions regarding this Policy, please see the Administrator.

5.2 Pay Periods (If applicable)

[INSERT: Our Work Week begins on “START DAY AND TIME” and ends on “END DAY AND TIME”]. Employees are paid [INSERT PAY FREQUENCY, I.E. WEEKLY, BI-WEEKLY, MONTHLY]. If a regularly scheduled payday falls on a weekend or holiday, employees will receive payment on the next business day.

5.3 Timekeeping

All nonexempt employees must record their daily hours. Employee timecards are used to compute earnings and are kept as a business record. Employees are responsible for accurate recording of their time



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on their timecard. Failing to accurately record all hours worked or recording another employee’s time is a violation of this Policy.

You are responsible for your timecard. Remember to record your time. If you forget to record your time or make an error on your card, inform the Administrator, so you can be paid for all the time you worked.

Any violation of this Policy will result in disciplinary action, up to and including termination of employment. In addition, employees may face legal action for a violation of this Policy.

Section 6 – Disciplinary Actions and Termination

6.1 Conduct

By accepting employment with the Lodge, you have a responsibility to the Lodge and to your fellow employees to adhere to certain rules of behavior and conduct. Generally speaking, the Lodge expects each employee to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. This is not an exclusive list, and the Lodge may change, amend, or modify this non-exhaustive list in its sole discretion at any time. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see the Administrator for an explanation. Notwithstanding this list, all employees remain employed “at-will.”

- Negligence or any careless action which endangers the life or safety of another person or damage to property of the Lodge or property of another person.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on the Lodge’s premises or when representing the Lodge.
- Engaging in an act of sabotage; willfully or negligently causing the destruction or damage of Lodge property, or the property of fellow employees, members, customers, suppliers, or visitors in any manner.
- Theft of Lodge property or the property of fellow employees; unauthorized possession or removal of any Lodge property, including documents, from the premises without prior permission.
- Obscene or abusive language toward any employee, member, customer, or vendor; indifference or rudeness toward any employee, member, customer, or vendor; any disorderly/antagonistic conduct on Lodge premises, including fighting or horseplay.
- Dishonesty; willful falsification or misrepresentation on any work records; falsifying reason for a leave of absence or other information requested by the Lodge; alteration of Lodge records or other documents, including timecards.



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- Any act of harassment, discrimination, or retaliation; telling sexist or racial-type jokes; making racial or ethnic slurs; or any violation of the Lodge’s Non-Discrimination/Non-Harassment Policy.
- Being under the influence of alcohol or a controlled substance while working; use or possession or sale of a controlled substance in any quantity while on Lodge premises except medications prescribed by a physician which do not impair work performance.
- Possession of firearms, weapons or explosives on Lodge property or while on duty.
- Immoral conduct or indecency on Lodge property.
- Insubordination or refusing to obey instructions properly issued by the Administrator pertaining to your work.
- Unsatisfactory or careless work, failure to meet expectations or quality standards, mistakes due to carelessness or indifference.
- Excessive absenteeism, including leaving work early or being tardy without prior approval of the Administrator or Social Quarters Manager.
- Failure to use your timecard to record all hours worked; alteration of your own timecard or records or attendance documents; altering another employee’s timecard or records, or causing or requesting someone to alter your timecard or records.
- Failure to immediately report damage or injury to, or an accident involving, equipment or an employee of the Lodge.
- Creating, contributing to, or failing to report unsanitary conditions.
- Excessive or inappropriate personal use of cell phones during work hours.
- Failure to appropriately and timely report an absence or late arrival.
- Serving or dispensing alcohol if the employee has not attended an approved alcohol server training program and been certified as having satisfactorily completed all requirements of said program.
- Violating any other Policy in this Handbook.

6.2 Disciplinary Actions

It is the responsibility of each employee to be familiar with workplace rules and to conduct himself/herself in an appropriate manner. Specific examples of where discipline may be warranted have been provided throughout this Handbook. These examples are meant to be illustrative and are not all inclusive of the types of employee actions that may result in discipline. Discipline includes, but is not limited to, verbal



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and written warnings, suspension, and termination at the discretion of the Lodge. If you have any questions regarding the rules and policies of the workplace, you should contact the Administrator.

In most cases, if you have a performance issue, the Administrator will work with you to provide the appropriate performance counseling and disciplinary action so that you have the opportunity to improve. However, this Policy is not progressive. This means that the Lodge reserves the right to escalate the process or, if necessary, to terminate employment without implementing performance counseling and disciplinary action. This is consistent with our “employment at will” Policy outlined earlier in the Handbook. Which level of disciplinary action is used depends on considerations such as:

- Nature and severity of the issue;
- Timing and frequency of previous issues;
- The employee’s overall performance.

Because facts and circumstances can vary widely, and are sometimes unique to a particular situation, the action that is taken in one situation should not be construed as setting a precedent for any other situations.

6.3 Termination

Employment with the Lodge is “at will” in that you can be terminated with or without cause, and with or without notice, at any time, at the option of either the Lodge or yourself, except as otherwise provided by law. We ask, however, that you provide at least two weeks’ notice if you wish to voluntarily terminate your employment.



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EMPLOYEE CONFIDENTIALITY STATEMENT

Any employee of ----- Moose Lodge # --- shall not, in the regular course of business, disclose information about the corporation's legitimate activities unless they are already known by the public or are of public record. The employee acknowledges that any reproduction, dissemination or disclosure of any Moose Lodge meeting or discussion of Officer or Executive Session proceedings of any Moose Lodge meeting could result in indeterminate damages resulting to said corporation and liability for the employee resulting there from. Unauthorized disclosure of confidential information by an employee may result in the termination of said employee from his/her position with the Moose Lodge.

Adopted this _____ Day of _____, _____

Printed Name: _____

Printed Title: _____

SIGNATURE: _____



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BOARD CONFIDENTIALITY AND GENERAL LAWS
UNDERSTANDING

_____ **Lodge No.** _____

A corporate officer of any Moose Lodge shall not, in the regular course of business, disclose information about the corporation's legitimate business activities unless they are already known by the public or are of public record. Corporate Officer acknowledges that any reproduction, dissemination or disclosure of the minutes of any Moose Lodge meeting to the public or discussion of Executive Session proceedings of any Moose Lodge meeting outside the Executive Board could result in indeterminate damages resulting to said corporation and liability for corporate officer resulting therefrom. Unauthorized disclosure of confidential information by a corporate officer may result in the termination of said corporate officer from his position as an officer with the Moose Lodge.

By signing this Understanding as an officer you are agreeing to comply with the Confidentiality of Lodge Business and the General Laws of the Moose.

This the _____ day of _____, 20____.

Jr. Past President

President

Administrator

Vice President

Chaplain

Treasurer

1 Year Trustee

2 Year Trustee

3 Year Trustee



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LOSS PREVENTION REFERENCE GUIDE

V. EVENTS

of Pages

- Event Hosting Agreement

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Event Hosting
Agreement.rtf

- Event Planning Guide

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Event Planning
Guide.xlsx

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
- SCROOL DOWN AND CLICK ON LEGAL/RISK MANAGEMET
- SCROLL DOWNT TO THE DOCUMENT YOU SEEK,
- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS



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EVENT HOSTING AGREEMENT CONTRACT

We appreciate *[name of hosting party]* (“Client”) selecting *[name of Lodge]* (“*[name of Lodge]*”) to host your upcoming event.

This Contract for Services (“Agreement”) is made and entered into as of *[date of agreement]* by and between Client and *[name of Lodge]*. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Event Terms.

TERM: from *[Time of event]*, *[date of event]* (“Term”)

VENUE ADDRESS: *[Address of facility]* (“Facility or Premises”)

LOCATION IN THE PREMISES: *[Name of Space Being Rented]* (“Space”)

TYPE OF EVENT: *[Description of event]* (“Event”)

CLIENT CONTACT NAME: *[Name of client contact]*

CLIENT CONTACT PHONE: *[Telephone number of client]*

VENUE CONTACT: *[Name of Lodge contact]*

EVENT No.: *[Number of individuals]*

2. Purpose. *[Name of Lodge]* grants to Client the privilege and license to use the Space located in the Premises on the terms and conditions contained herein. Client agrees that it shall use the Premises during the Term of this Agreement for the purpose of hosting the Event at *[name of Lodge]*’s Facility. The Event shall be hosted by Client, during the hours set forth in Section 1 above. Unless otherwise agreed to in writing by *[name of Lodge]*, the Event shall be held at no other times. While the Term, Client shall be the possessor of the Space.



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3. Payment Terms. Client will submit a rental fee _____ [*enter some amount, can be nominal*] by _____ [*enter payment date*].

4. *[Name of Lodge]*'s Policies. *[Name of Lodge]* and its any of its employees, volunteers, agents, contractors, sublessees, licensees, or invitees shall not be liable for any items, possessions or materials belonging to Client or a guest left prior to, during or following the Event. *[Name of Lodge]* reserves the right to exclude or eject any and all objectionable persons, in accordance with all applicable law, from the Event or the Premises without liability. Client shall conduct its Event in an orderly manner and in full compliance with the rules of *[name of Lodge]* as well as all applicable laws, ordinances and regulations. The use of *[name of Lodge]*'s name and logos are strictly prohibited without *[name of Lodge]*'s prior written consent although Client may use such name and logos in connection with the promotion of the Event. No one under *[number of years]* years of age permitted to the Event. All guests must have valid photo ID. *[Name of Lodge]* reserves the right to refuse entrance if a guest is under *[number of years]* years of age and/or does not have a valid photo ID on their person.

5. Condition of Facility.

A. Acceptance of Premises. Client accepts the condition of the Premises as is and agrees to return the Premises to *[name of Lodge]* in substantially the same condition as accepted by Client. Commencement of the use of the Premises by Client shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

Client shall not paint, nail, drill into or in any way mar or deface any part of the Facility. Client shall immediately pay *[name of Lodge]* for the cost of repairing any damage to the Facility caused by the Event. Client will pay for any damages to the equipment, site or artwork caused by Client, any guest of Client or anyone under Client's control, whether becoming known during or subsequent to the Event. *[Name of Lodge]* will notify Client of any such damages within *[number of hours]* hours following the Event.

B. No Alterations or Improvements. Client shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or make any alterations or improvements in or to the Facility without the prior written consent of *[name of Lodge]*.

C. Property Left by Client. *[Name of Lodge]* will have the full right to collect and have custody of all articles and personal property left on the Premises or at the Facility after the expiration of the Term. Unless otherwise agreed to in writing by *[name of Lodge]* prior to the Event, any property so left for more than *[number of hours]* hours will be deemed abandoned by Client and may be disposed of by *[name of Lodge]*, as *[name of Lodge]* sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with



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Client.

6. Representations, Warranties and Covenants. *[Name of Lodge]* represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the *[name of Lodge]* and is binding upon the *[name of Lodge]*.

Client represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Client and is binding upon the Client.

7. INDEMNIFICATION. IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS SET FORTH HEREIN, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD *[NAME OF LODGE]* AS WELL AS ANY OF ITS EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, SUBLESSEES, LICENSEES, OR INVITEES (COLLECTIVELY, “*[NAME OF LODGE]* PARTIES”) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (A) ALL BODILY INJURY AND PROPERTY DAMAGE (ORDINARY WEAR AND TEAR EXCEPTED) WHICH IS CAUSED BY CLIENT’S NEGLIGENT OR WRONGFUL ACTS ON THE PREMISES; (B) ANY ACT OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, PATRONS, GUESTS, INVITEES, PARTICIPANTS AND PERFORMING ARTISTS INVOLVED IN THE EVENT; (C) THE PRESENTATION OR PERFORMANCE OF THE EVENT; AND (D) CLIENT’S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT. THE PARTIES AGREE, HOWEVER, THAT CLIENT SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY A *[NAME OF LODGE]* PARTY FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE SOLELY OUT OF SUCH *[NAME OF LODGE]* PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

[NAME OF LODGE] AGREES TO INDEMNIFY, DEFEND AND HOLD CLIENT, AS WELL AS OF ITS EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, SUBLESSEES, LICENSEES, OR INVITEES (COLLECTIVELY, “CLIENT PARTIES”) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, LIABILITY AND DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING OR ALLEGED TO HAVE ARISEN OUT OF (A) ALL BODILY INJURY AND PROPERTY DAMAGE WHICH IS CAUSED BY *[NAME OF LODGE]*’S GROSS NEGLIGENCE OR WRONGFUL ACTS ON THE PREMISES. THE PARTIES AGREE, HOWEVER, THAT *[NAME OF LODGE]* SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY A CLIENT PARTY FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF SUCH CLIENT PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.



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CLIENT AGREES TO USE AND OCCUPY THE PREMISES AND TO PLACE MATERIAL, EQUIPMENT AND OTHER PROPERTY THEREIN AT ITS OWN RISK AND RELEASES THE [NAME OF LODGE] PARTIES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY ARISING THEREFROM.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Client will be reasonably responsible for the conduct and activities of Client’s employees, agents, contractors, volunteers, guests and invitees and, for purposes of the Agreement, such conduct and activities shall be deemed conduct and activities of Client.

8. Insurance Requirements. Client will maintain and pay all premium costs for, and will ensure that all contractors of Client maintain and pay for insurance coverage in amounts not less than specified throughout the duration of the Term as set forth in Exhibit A attached hereto and incorporated herein by reference *[option to add insurance coverage requirements]*.

9. Sponsorships and Signage. Client understands and agrees that *[name of Lodge]* has entered into signage and sponsorship relationships related to the Facility for which *[name of Lodge]* will retain all proceeds. *[Name of Lodge]* reserves all rights to display signage at, on or near the Facility property. No signs, advertising boards, or any other sponsorship or promotional items will be allowed into, on or near the Facility, unless expressly consented to by *[name of Lodge]*, in its sole and absolute discretion and subject to such conditions as *[name of Lodge]* may impose. Client will not mark, cover or attempt to modify any signage at, on or near the Facility. Client is required to obtain *[name of Lodge]*’s prior written approval of any sponsorship relationships into which Client desires to enter for the Event.

10. Miscellaneous

A. Third-Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than *[name of Lodge]* and Client and their permitted, respective successors and assigns. There are no third party beneficiaries.

B. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute *[name of Lodge]* and Client as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Client agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers’ compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

C. Entire Agreement and Modification. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are



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not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. The parties acknowledge and agree that, when fully signed, the Special Event Order will expressly amend, modify and supersede Client’s balance due for the Event.

D. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

E. Use by *[Name of Lodge]*. It is specifically agreed and understood that *[name of Lodge]* has the right to occupy and use the Facility during the Term and to license any portion thereof, provided that such use or license does not unreasonably interfere with Client’s intended use of the Premises.

F. Taxes. Any and all sales tax, amusement tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by *[name of Lodge]* in connection with this Agreement hereunder, shall be the responsibility of and paid for by Client at the time required by law (excepting any state or federal income tax imposed on *[name of Lodge]*).

G. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

H. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

I. Prevailing Party. If either party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys’ fees and costs incurred therein. For purposes of this Section, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party’s breach or default of this Agreement and obtains substantially the relief sought, whether by compromise, settlement or judgment.

J. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to



“Protect the Lodge, Protect the Mission”

the parties at the addresses set forth herein with a copy to *[name of Lodge]*, *[address of venue]*
Attn: *[name of vice president]*, Vice President of Legal Affairs.

K. Counterparts. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.

ACCEPTED AND AGREED as of the date and year first above written.

[Name of Lodge]

By:

_____ and _____
[President and Administrator signatures]

_____ and _____
[Print: Names of President and Secretary]

[Name of client]

_____ and _____
[Signature of Client's Authorized Representative and Title]

[Print: Name of Client's Authorized Representative]

EXHIBIT A INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance for limits of not less than *[\$dollar amount of liability insurance]* per occurrence Bodily Injury and Property Damage combined; *[\$dollar amount of property damage]* per occurrence Personal and Advertising Injury; *[\$dollar amount of liability insurance]* aggregate Products and Completed Operations Liability; *[\$dollar amount of liability insurance]* Fire Legal Liability, and *[\$dollar amount of fire legal liability insurance]* general aggregate limit per event. The policy shall be written on an occurrence basis.

B. Umbrella Liability Insurance at not less than *[\$dollar amount of liability insurance]* limit providing excess coverage over all limits and coverages noted in paragraph A above. This policy shall be written on an occurrence basis.

Policies A and B above (and, if applicable, the E & O Coverage referenced herein) shall list



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[name of Lodge] (and its landlords or licensees, if any), and their respective parents, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives as “Additional Insureds” with respect to any and all claims arising from Client’s operations. Further, coverage for the “Additional Insureds” will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Client will be responsible to pay said additional premium charge to their insurer.

Client will deliver to *[name of Lodge]* satisfactory evidence of the afore-described insurance

coverage on a certificate form approved by *[name of Lodge]* or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the applicable state, have a rating in the most current edition of *[name of company]*’s Property Casualty Key Rating Guide that is reasonably acceptable to the other party and will provide *[number of days]* days written notice of cancellation or nonrenewal. Failure of Client to provide the requested certificates, or failure of *[name of Lodge]* to specifically request such certificates, shall not limit or release Client of its obligations or liabilities hereunder.

The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

Lodge Event Planning Guide

4.23.24

Type of Event	Compliance Office Dispensation required	Officer or employee req'd for decorum	Hall Rental Insurance Required	Social Quarters Open to members and Qualified guests	Event Hosting Agreement Required	Risk Billing Modifier Applied for Non-Compliance	Other Special Instructions	Local Rules/Regulations
Lodge: member only event	No	Yes	No	Yes	No	No	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. For the protection of the lodge	see rules in General Laws 50.2
Lodge: Open House Event	Yes	Yes	No	No Sales	No	Yes	No more than twice in 1 calendar year and not less than 3 months apart. No sales to members or non-members at all, but refreshments may be given away for free dependent on the applicable local and state laws.	see rules in General Laws 46.13
Lodge: Open to Public Event without Alcohol	Yes	Yes	No	Yes	No	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. Retail Sales of Non-Alcoholic Items will need to be sold separately from the Social Quarters.	
Lodge: Open to Public Event with Alcohol	Yes	Yes	No	Yes	No	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. Alcoholic beverages and other retail sales, may be served and sold to the public under specific restrictions and not as a part of the Social Quarters. **	see rules in General Laws 44.1
Member: Hall Rental-legitimate family function without Alcohol	Yes	Yes	No	Yes	Yes	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. <ul style="list-style-type: none"> There shall not be a cash bar. The member must pay for all food, beverages and other financial obligations generated by the activity. 	
Member: Hall Rental-legitimate family function with Alcohol	Yes	Yes	Yes	Yes	Yes	Yes	<ul style="list-style-type: none"> Non-members may not make any purchases or spend any money in the lodge. The lodge shall furnish a bartender (if a bartender is used) who 	
Other: Not-for-profit organization Rental or Member Hall rental for Business purposes	Yes	Yes	Yes	Yes	Yes	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. <ul style="list-style-type: none"> There shall not be a cash bar. The member must pay for all food, beverages and other financial obligations generated by the activity. Non-members may not make any purchases or spend any money in the lodge. The lodge shall furnish a bartender (if a bartender is used) who shall have complete control of the dispensing of beverages. 	see rules in General Laws 47.2
Lodge: Fund-Raising Activity with Non-Members without Alcohol	Yes	No	No	Yes	No	Yes	***OTHER :The Company/Business will furnish Liability Insurance, with the lodge and MI named as additional insured, for at least \$1 Million to include liquor liability if necessary.	
Lodge: Community Service and Charitable Fundraisers	Yes	No	No	Yes	No	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. <ul style="list-style-type: none"> Neither the lodge nor chapter shall benefit financially from the activity. All net proceeds shall be donated to the charity or community service for which the event was conducted. 	see rules in General Laws 44.3/Dispensation to Confirm HOC Report
Lodge: Fund-Raising Activity with Non-Members with Alcohol	Yes	Yes	No	Yes	No	Yes	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. <ul style="list-style-type: none"> Paid Lodge employees are not allowed to be involved in charitable 	
Lodge: Public Bingo	No	Yes	No	Yes	No	No	Social Quarters entry should be carefully monitored so that only members and QUALIFIED guests may enter with proper ID. If a lodge is properly licensed and is in compliance with all laws, rules, regulations, ordinances, etc., it may conduct bingo open to the public. The bingo shall be conducted in the lodge hall unless otherwise approved by the Compliance Office. Non-member bingo players shall not enter the lodge social quarters unless qualified as a guest under Sect 50.2.	State licensing required also see rules in General Laws 44.2
Lodge: Memorial Day services, Pilgrim Presentation Ceremonies, Mooseheart Founder's Day, or Celebration of Life	No	No	No	Yes	No	No	Social Quarters should be closed during any services or ceremonies and may be opened afterwards for normal business. * Social Quarters may remain open if event is in separate room and does not interfere with the event.	see rules in General Laws 46.13, 46.14, and 46.15
Lodge/Member Sponsored: With or Without Alcohol	Yes	Yes	Yes w/alcohol	Yes	Yes	Yes	Social Quarters should be closed during any services or ceremonies and may be opened afterwards for normal business. * Social Quarters may remain open if event is in separate room and does not interfere with the event.	
Lodge: Off-Site function	Yes	No	No	No	No attendees need waiver	Yes	Such as a trip to a ball game, family picnic, bus trips, etc. would not involve persons other than members and qualified guests (for insurance reasons)	Standard Moose rules for decorum apply
Lodge: Off-Site function with alcohol	Yes	Yes	No	No	No attendees need waiver	Yes	Such as a trip to a ball game, family picnic, bus trips, etc. would not involve persons other than members and qualified guests (for insurance reasons)	Standard Moose rules for decorum apply State licensing required

** In some areas a single use daily permit may be required to allow the sale of alcoholic beverages to non-members during events. All such sales must be tracked and reported separately. Exercise CAUTION when utilizing this option, and be certain to follow all local, state, and Federal laws. This income is reported to the IRS as taxable on the 990 Schedule T.

If your event type is not listed, or you are uncertain what type of event you are planning then contact your Territory Manager or the Compliance Office.



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LOSS PREVENTION REFERENCE GUIDE

VI. INSURANCE

of Pages

- Moose Insurance Program

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Moose Insurance
Program.docx

- Hall Rental Insurance Requirements

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Hall Rental
Insurance Requirem

- Certificate of Insurance

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Certificate of
Insurance (COI).docx



Certificate of
insurance example.p

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
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MOOSE INSURANCE PROGRAM 5.1.24-4.30.25

GENERAL LIABILITY (Occurrence/Aggregate)

Coverage A: Bodily Injury & Property Damage	\$1,000,000
Coverage B: Personal & Advertising Injury	\$1,000,000
Coverage C: Medical Payments	\$2500
Products & Completed Operations Aggregate	\$1,000,000/3,000,000
Damage to Premises Rented to You	\$1,000,000
Employee Benefits Liability Endorsement	\$1,000,000
General Aggregate	\$10,000,000
Fire Legal Liability	\$1,000,000
Hired, Non-Owned Auto	\$300,000

LIQUOR LIABILITY (Occurrence)

Liquor Liability	\$1,000,000
------------------	-------------

DIRECTORS & OFFICERS (Occurrence/Aggregate)

Directors & Officers	\$1,000,000/\$3,000,000
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FOR ALL OTHER INSURANCE NEEDS

CONTACT LOCKTON AFFINITY OR LOCAL INSURANCE AGENT

PROPERTY

- Owned Building: Broad Form Multi-Peril or Open Peril Coverage with Replacement cost
- Contents/Business Property: Broad Form Multi-Peril or Open Peril Coverage w/Replacement Cost
- Business Interruption: replaces loss of business income due to a Covered Loss
- Money & Securities: Loss of money or securities due to burglary or robbery
- Ordinance & Code Change: After a Covered Loss, the cost to bring the property up to code
- Backup of Sewers & Drains: Covers damage as a result of a backup of a sewer or drain

CRIME

- Covers criminal offenses such as securities theft, embezzlement, forgery, other similar crimes

HALL RENTAL (Purchased through Moose @: [MLEligibility - Moose Lodge \(kandkinsurance.com\)](https://www.locktonaffinity.com/ml-eligibility))

- Provides General Liability and Liquor Liability coverage to the member, organization renting the hall.

WORKERS COMPENSATION:

- Covers Lodge employees for on-the-job injuries regardless of fault

VOLUNTEER ACCIDENT

- Covers Lodge from Medical Costs associated with volunteer injuries.

MooseInsuranceprogram.com | (866) 836-3373 | moosepropertyins@locktonaffinity.com



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Hall Rental Insurance Requirements

Please review Event Planning Guide when renting the hall, fraternal property or facilities. **Pay particular attention to when an Event Hosting Agreement, Lease Agreement and Hall Rental Insurance is required.**

When Fraternal Units rent their premises to members, or third parties and **ALCOHOL** is being sold, served, given away, or consumed during such rental, **Hall Rental Insurance “MUST” be purchased.** Failure by the Fraternal Unit to purchase Hall Rental Insurance will result in Fraternal Unit being without coverage for the defense and indemnification against any claims arising out of the hall rental.

When renting the premises for either a fixed amount of money or gratis (no fee), especially if alcohol is being sold, served, given away, or consumed during such rental, the Fraternal Unit must:

- Obtain Dispensation for the event from Moose International’s Compliance Department
- **Execute the Event Hosting Agreement** with the renter.
- **Purchase Hall Rental Insurance** with limits of \$500,000 for General Liability including \$500,000 for Liquor Liability.
- The Renter, The Fraternal Unit and Moose International, Inc. are Named Insureds under the Hall Rental Policy of Insurance. Confirm coverage is in affect prior to the event.
- The only approved provider of Hall Rental Insurance is the Nationwide Mutual Insurance Company policy which is purchased through K&K Insurance Group, Inc (see below link).
- These requirements apply regardless of whether or not you are renting to a Moose member.
- Failure to follow these requirements will result in being without insurance coverage for any claims arising out of the rental.

A dedicated website has been created to purchase Hall Rental Coverage. To access click on the following link:

<https://insure.kandkinsurance.com/sites/mooselodge/pages/mleligibility.aspx>

The Event Hosting Agreement can be found in our [Forms/Documents](#) section of the MI website. If you have additional questions regarding this coverage, call the Moose Lodge Service Desk at Lockton at (866) 836-3373 or contact Moose International’s Risk Management Department at 630-859-6615



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CERTIFICATE OF INSURANCE (COI)

What is a Certificate of Insurance

A Certificate of Insurance (COI) is a document issued by an insurance company or broker. The COI verifies the existence of an insurance policy and summarizes the key aspects and conditions of the policy. A standard COI contains the following information:

- The Insured/policyholder's name,
- The policy's effective dates,
- The types of insurance coverages: General Liability, Liquor Liability, Auto Liability, Workers Compensation etc.,
- The policy limits for each listed coverage
- Any additional interests such as name, date and location of an event. Requests for additional insured status etc.
- The Certificate Holder's name: This is the business or entity requesting the COI. Their name and contact information appear in the bottom left-hand corner

Why is a Certificate of Insurance Required

In today's increasingly litigious environment, the Lodge faces many potential liabilities ranging from property damage to bodily injury and beyond. Certificates of insurance (COIs) are used in situations where potential claims/lawsuits for bodily injury and property damage against the insured.

Comprehensive insurance coverage, as evidenced by a certificate of liability insurance, acts as a shield against these uncertainties.

When should a Certificate of Insurance be requested

Simply put, when hiring an independent contractor or business to perform services at or on Lodge property, or on behalf of the Lodge, the Lodge should obtain a certificate of insurance (COI), from either their insurance agent or insurance carrier.

The Lodge should always ask for and receive a COI before anyone, leases, works on, or provides a service to, for the Lodge. All written contracts, should contain insurance requirements, including coverage and limits required that are verified with a COI.

The Lodge should hold on to any COI obtained, since the Lodge does not know when a claim or lawsuit may arise out of the lease arrangement, work at, or service performed on behalf of the Lodge by someone else.

Requesting Certificate of Insurance (COI)

Call Lockton @ 866-836-3373, or email Lockton: certificaterequest@locktonaffinity.com

Certificate of Insurance: Contents

Below please find the requirements for the Certificate of Liability Insurance that you will need for your event. You will find a corresponding numbered sample Certificate attached to this letter with the required information to be listed on the Certificate.

- (1) Insurance broker issuing the certificate listed here.
- (2) Name of the company insured under these policies listed here and *must* match the Licensee's name on license agreement.
- (3) List the insurance companies providing the coverage here, *Must* meet the requirements of license agreement.
- (4) Indicate by letter which insurer from number three (3) will provide the listed coverage.
- (5) The policy number for the provided coverage listed here. (BND or TBD are not acceptable).
- (6) Inception dates and expiration date of the policy. Your event *must* fall within these two dates. Be aware that the policy will expire at 12:01AM on the date listed as the expiration date.
- (7) Policy limits listed here. *Must* be a limit of at least **One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, property damage and personal injury.**
- (8) "Any Auto" must be checked as licensee shall also maintain, at its own cost and expense, commercial automobile liability insurance including coverage for the operation of owned, leased, hired and non-owned vehicles in the minimum amount of **One Million Dollars (\$1,000,000) per accident**, combined single limit for personal injury and property damage.
- (9) The policy number for the provided coverage listed here. (BND or TBD are not acceptable).
- (10) Inception dates and expiration date of the policy. Your event *must* fall within these two dates. Be aware that the policy will expire at 12:01AM on the date listed as the expiration date.
- (11) This space is left blank for additional coverages to be listed, if necessary.
- (12) The **EVENT** and **DATES** being held **MUST** be listed here along with the following additional insureds:
- (13) The certificate holder is listed here as follows:

*Licensee shall also maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by Best's Key Rating Guide



IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	2	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :	3
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
4	CLAIMS-MADE <input type="checkbox"/> OCCUR		5	6	7	MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
8	<input checked="" type="checkbox"/> ANY AUTO		9	10		BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
	11					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

12
Name of Event and Date of Event
Additional Insureds:

CERTIFICATE HOLDER	CANCELLATION
<div data-bbox="191 1732 267 1743">13</div>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p>



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LOSS PREVENTION REFERENCE GUIDE

VII. INTOXICATION

of Pages

- Dealing With – Intoxicated Person

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Dealing With -
Intoxicated Person.c

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- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
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“Protect the Lodge, Protect the Mission”

DEALING WITH: INTOXICATED PERSON

All members of the lodge have the responsibility to protect the community. Public safety must be a personal and professional commitment of everyone in the alcoholic industry. This can be accomplished by

- preventing patrons from becoming intoxicated, by not serving intoxicated patrons and
- by not allowing intoxicated patrons to leave, drive away from your location

Lodge must commit to preventing the sale of alcohol beverages to underage persons, persons who are intoxicated, and/or - persons habitually addicted to alcohol.

You have the right to refuse service to anyone you do not feel comfortable serving unless that refusal is based upon the individual's constitutionally protected rights (i.e race, creed, color, gender, sexual orientation, religion).

If a patron shows physical or behavioral signs of intoxication, or you are concerned about the number of drinks he or she has consumed, you are legally bound to stop serving alcohol

Sometimes you must cut off a regular, friend, tipper. Never let relationships get in the way. When patrons have had enough they have had enough, regardless of their patronage. If the intoxicated patron companions provide alcohol to the intoxicated patron or allow the intoxicated person to consume their alcohol beverages, it may be necessary to discontinue service to the table.

Whether a patron became intoxicated at your establishment or arrived that way, you should do everything you can to prevent the patron from leaving and becoming a risk to himself/herself. Aside from physically restraining someone, do everything you can to prevent an intoxicated person from driving away

You should never force or throw out an intoxicated person, if you ask them to leave arrange transportation. It is your responsibility to make sure the intoxicated guest is cared for and does not become a risk to himself or herself and others.

Intoxicated person is at greater risk of being victim of sexual assault, committing sexual assault, acts of violence, considering/attempting suicide, engaging in or victim of other crimes such as robberies, homicides



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Your responsibility is to prevent an intoxicated person from driving away from the premise by:

- ask for car keys,
- arrange safe travels with friend, relative, uber.

If the intoxicated person **INSISTS UPON DRIVING** you have **NO CHOICE BUT TO CALL THE POLICE** and provide:

- Name of driver
- Vehicles license
- plate number,
- make/color of vehicle,
- direction intoxicated driver was heading

For your protection and the protection of the lodge, protection of the mission all cases of perceived intoxication must be captured in the **Social Quarters Incident Reporting Log**. Tell the complete story:

- date, time arrived,
- name, contact information of intoxicated person,
- how much served, time cut off,
- your efforts, efforts of others to prevent driving away response of intoxicated person.
- if driving away your call to police, time etc.
- Capture names, phone and statement of all witnesses,



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LOSS PREVENTION REFERENCE GUIDE

VIII. LEASE AGREEMENTS

of Pages

- General Lease Agreement

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General Lease
Agreement.doc

- Kitchen Lease

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Kitchen Lease
Agreement.doc

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GENERAL PREMISES LEASE AGREEMENT

This **GENERAL PREMISES LEASE AGREEMENT** (“Lease”) is made on this ____ day of _____, 2023, by and between [insert local Moose Lodge], a local lodge of Moose International, Inc., whose address is [insert] (“Lessor”) and [name of Organization, whose address is [insert] (“Lessee”).

1. Description of Lease Premises. Lessor agrees to lease to Lessee and Lessee agrees to rent from Lessor, the space located at [insert address] (“Premises”). Lessee is the possessor of the Premises while using the Premises.

2. Term. Except as provided in Section 9.1 and 9.2, the Premises is leased as a tenant at will where either party may terminate this Lease for any reason with thirty (30) days written notice.

3. Rent. Rent due under this Agreement is payable in equal monthly installments of \$_____ [insert nominal rent amount], on the first day of each calendar month during the term. Rent is payable by Lessee, and Lessor will not seek payment from [name of Organization] Lessee shall pay rent at [insert address], or at any other place as Lessor may designate in writing.

4. Use and Occupancy. Lessee agrees to use and occupy the Premises for [] Lessor represents that the Premises may lawfully be used for the stated purpose.

5. Alterations or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises. It is within the sole discretion of Lessor whether any alterations, additions, or improvements can be made to the Premises.

6. Care and Repair of Premises. Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the Premises. Where the repair has been made necessary by misuse or neglect by Lessee or Lessee’s agents, servants, visitors or licensees, Lessee shall pay Lessor the costs incurred by Lessor to make the repair. All improvements made by Lessee to the Premises which are attached to the Premises so that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.



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Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal.

7. **Accumulation of Waste or Refuse Matter.** Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

8. **Utilities.** Lessor shall pay for their heat, air conditioning, gas, trash removal, telephone, computer lines and other services used by Lessee on the Premises during the term of this Lease.

9. **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

9.1 Lessee fails to pay Rent to Lessor when due and such failure continues for five (5) days after Lessor's receipt of written notice from Lessor of such failure;

9.2 Lessee shall fail to perform any other term, covenant, or condition under this agreement, other than the payment of Rent, within thirty (30) days after receipt of written notice from Lessor so to do (or, if such default cannot be cured within said thirty (30) day period, then within such additional period of time as may be reasonably required to cure such default, provided Lessee commences remedying the default within such thirty (30) day period and thereafter is diligently pursuing to completion the curing of such default).

9.3 Upon the occurrence of any of the foregoing events, Lessor, may avail itself of all its rights and remedies at law or in equity, and in addition to, Lessor shall have the right:

a. To immediately re-enter and remove all persons and property from the Premises by summary proceedings, lawful force or otherwise;

b. To terminate this Lease on not less than two (2) days notice to Lessee. Upon such notice, this Lease shall cease and expire on the date set forth in the notice as if the date were the expiration date originally set forth herein; and/or



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10. Insurance. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Further, both Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

11. Indemnification. Lessee agrees to pay, and to protect, defend, indemnify, and hold Lessor harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Lessee and Lessor), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, and (iii) violation by Lessee of any contract or agreement to which Lessee is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any actual or alleged intentional, reckless, negligent, or tortious act or omission on the part of Lessee or any of its employees, volunteers, agents, contractors, sublessees, licensees, or invitees including, but not limited to, actual or alleged sexual misconduct, sexual molestation, or sexual abuse. In case any action, suit, or proceeding is brought against Lessor by reason of any occurrence herein described, Lessee will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Lessor.

12. Assignment of Sublease. Lessee cannot assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises.

13. Waivers of Subrogation. Notwithstanding any other provisions of this Lease, in any event of loss or damage to the Premises, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional costs, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.



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14. No Waiver. The failure of either party to insist on strict performance of any term, covenant, or condition of this Lease, or to exercise any option contained in this Lease, shall not be construed as a waiver of the term, covenant, or condition. This Lease cannot be modified or terminated orally.

15. Interruption of Services or Use. Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor’s control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction.

16. Assumption of Risk. Lessee assumes all risks and liabilities out of its operations and use of the Premises, including but not limited to property damage or personal injury, including death, unless caused by the gross negligence or willful misconduct of Lessor or Lessor’s agents.

17. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

18. Remedies Cumulative. Exercise of any of the remedies of Lessor under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity.

19. Joint and Several Liability. In the event Lessee shall be compromised of more than one individual and/or business entity, each such individual or business entity compromising Lessee shall be jointly and severally liable for each and every obligation of Lessee under the terms of this Lease.

20. Compliance with Laws and Regulations. Lessee shall comply with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the Premises, which shall impose any violation, order or duty upon Lessor or Lessee with respect to the Premises or the use or occupancy thereof, including, without limitation, compliance with all city, state and federal laws, rules and regulations.

20.1 Lessee shall observe and comply with any reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety care and cleanliness of the Premises and the comfort, quiet, and convenience of the other occupants of the Premises.



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21. Section Titles. Section and subsection titles used herein are solely for convenience and are not to be used in interpreting particular provisions of this Lease.

22. Choice of Law. This Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of _____ including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by a party hereto shall be brought within the State of _____.

23. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR:

By:

[Signature of Lessor’s representative – {President}]

[Printed name Lessor’s representative - President]

And

[Signature of Lessor’s representative – Administrator]

[Printed name Lessor’s representative – Administrator]

LESSEE:

By:

[Signature of Lessee’s representative]

[Printed name and title of Lessee’s representative]



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KITCHEN LEASE AGREEMENT

THIS KITCHEN LEASE AGREEMENT (this “Agreement”) is entered into this the _____ day of _____, _____, between _____ Lodge No. _____, Loyal Order of Moose, Inc. (“LESSOR” or “MOOSE”), and _____, _____, (“LESSEE”). Each party is individually referred to as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants contained herein, the parties agree as follows:

- (1) **DESCRIPTION OF PREMISES:** Lessor leases to Lessee kitchen and dining room facilities located in the _____ Moose Lodge building with an address of _____ (the “Premises”).
- (2) **TERM:** The term of this Agreement is for _____ months, commencing on _____, _____. However, this Agreement may be cancelled by either party at any time by the giving of thirty (30) days, written, notice. Unless earlier terminated by either party, Lessee shall have an option to renew this Agreement for an additional _____ month (s) period.
- (3) **RENT:** The Lodge shall receive from the Lessee _____, per month, as rent. In addition to monthly rent, the Lessor will receive _____ percent of the gross income earned by Lessee on food sold. Lessee will submit their books to the Administrator of Lessor on a quarterly basis, or more frequently, if necessary, for verification of the amount received on merchandise sales.
- (4) **USE OF PREMISES:** Lessee shall have the use of the Premises for the purpose of operating a kitchen/restaurant business for the benefit of Lessor’s members. Lessor shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise. The kitchen shall only be open for business during times mutually agreed upon in writing by Lessor and Lessee. Lessee shall have the right to petition the Lessor’s Board of Officers for a change in the times of operation of the business, but any change shall be solely within the discretion of the governing Board of Lessor. Lessor reserves the rights to use the Premises for special events of Lessor but shall give Lessee not less than _____ days notice prior to any special event. Customers of Lessee shall be limited to Lessor’s members and their qualified guests, as defined by the General Laws of The Moose.
- (5) **RULES OF MOOSE APPLICABLE:** Lessee shall operate the dining room and other facilities demised in accordance with all laws and regulations of the LOYAL



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ORDER OF MOOSE. Upon request, Lessor shall provide Lessee with a copy of the General Laws of The Moose and any local rules and regulations prior to execution of this Agreement, so Lessee may be fully informed of any rules affecting the kitchen/restaurant operation.

- (6) **INVENTORY:** Upon the commencement of this Agreement, an inventory shall be taken of all equipment, dishes, silverware and utensils in Lessor’s kitchen and dining facilities, which shall be in writing and a copy of which provided to each party. Upon the termination of this Agreement, all inventoried items shall be returned to the possession of Lessor, and Lessee shall be responsible to replace any missing item(s) or repair any damages item(s) including the associated costs.
- (7) **PRICES:** The Board of Officers of Lessor shall approve all prices established by Lessee for the food sold by Lessee. Lessor shall not alter any price set by Lessee until Lessee has had an opportunity to explain his position to Lessor. In no event will the prices be set lower than necessary for the Lessee to ____ percent profit.
- (8) **UTILITIES:** Lessor shall arrange and pay for all utilities furnished to the Premises, including electricity, gas, water, sewer, and local telephone service.
- (9) **MAINTENANCE ON EQUIPMENT:** Lessee shall be responsible for maintaining all equipment and appliances including the associated costs.
- (10) **SURETY BOND:** Lessee shall provide to Lessor a bond in the sum of _____, insuring proper performance of Lessee under the terms of this Agreement.
- (11) **SUPPLIES OF LESSEE:** All merchandise, supplies, or other items purchased by Lessee for use in the kitchen/restaurant business shall be purchased in the Lessee’s name alone, and shall not be charged to, or purchased, in the name of Lessor. Lessor shall not be responsible for any obligations of Lessee for such purchases.
- (12) **JANITORIAL SERVICE:** Lessee shall provide janitorial services for the kitchen, dining room, and restrooms, and the same shall be maintained in accordance with Health Department regulations.
- (13) **LESSOR’S EQUIPMENT:** No equipment, or fixed appliances, belonging to Lessor shall be moved, or altered, without prior written approval from the Lodge’s Board of Officers.



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- (14) **EMPLOYEES OF LESSEE:** All employees of Lessee shall abide by rules of the Lessor, as established by the Lessor’s Board of Officers, and shall be respectful to Lessor’s members, invitees, and licensees.
- (15) **TAXES:** Lessee shall secure a sales tax permit from the state of _____ for the operation of the kitchen/restaurant business and shall be solely responsible for payment of sales taxes arising therefrom. Lessee shall be responsible for the payment of all FICA, Federal, and State Withholding Taxes related to the kitchen/restaurant business. Lessee shall provide Lessor with proof of a sales tax surety bond in an amount of, not less than three (3) months’ taxes.
- (16) **INSURANCE:** Lessee shall provide Lessor with Certificates of Insurance, naming Lessor as additional named insured under Lessee’s general liability insurance policy with minimum limits of \$1,000,000, per occurrence, and a Certificate of Insurance showing proof of Workers Compensation coverage. Both of these policies shall have a thirty (30) day cancellation notice provision, with respect to Lessor.
- (17) **LESSEE SUB-LEASING:** Lessee shall not sublet any portion of this business to anyone.
- (18) **LESSOR’S PROPERTY:** Lessee may not remove, relocate, adjust or alter any Lessor’s pictures, plaques, and insignias, without prior written approval of the Board of Officers of the Lessor.
- (19) **RIGHT TO ENTER:** Lessee may have access to Premises during normal business hours, or as arranged with Lodge’s Administrator.
- (20) **MOOSE INTERNATIONAL CLAUSE:** It is understood and agreed by and between the parties hereto that Moose International, Inc. assumes no liability which might be incurred by either Party to this Agreement. The Parties to this Agreement shall indemnify and hold Moose International, Inc. harmless from and against any claim, loss or damages, including reasonable attorney’s fees, in all disputes related to this Agreement.
- (21) **ASSIGNMENT:** Lessee may not assign any portion of this Agreement.
- (22) **NOTICES:** Lessee is responsible for abiding by all local, state, and federal laws, regulations, and codes. Violations must be corrected by Lessee immediately and Lessee will pay any fines or penalties levied. Notification by Lodge’s Administrator or Lodge’s President to Lessee regarding any breach of this Agreement will be corrected immediately by Lessee.



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- (23) **Indemnification.** Lessee agrees to defend, indemnify and hold harmless the Lessor, its employees, its members, its agents, its officers, and its affiliates from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all demands, claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Lessee, its officials, agents and employees and subcontractors in the performance of this Agreement. Lessee shall, at its sole cost and expense, appear, defend and pay all attorneys’ fees and, other costs and expenses arising under this Section 23. In addition, if any judgment shall be rendered against the Lessor in any such action, Lessee shall, at its sole cost and expense, satisfy and discharge such obligation of the Lessor. Lessor shall have the right, at its own expense, to participate in the defense of any suit, without relieving Lessee of any of its obligations under this Section 23. Lessor retains final approval of any and all settlements or legal strategies which involve the interest of Lessor. The indemnities set forth in this Section 23 shall survive the expiration or termination of this Agreement.
- (24) **Assumption of Risk.** Lessee acknowledges and agrees that by use of the Premises, Lessee assumes all risk of loss or damage to property, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful conduct of Lessor. Lessee releases Lessor, its employees, its members, its agents, its officers, and its affiliates from and against any and all of Lessee’s claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury.
- (25) **Limitation of Liability.** In no event shall Lessor be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).
- (26) **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of _____ without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction and venue of any state or federal Court sitting in _____ County, state of _____, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction and venue of such courts.



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- (27) **Severability.** In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the Parties agree such particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.
- (28) **No Waiver.** No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.
- (29) **Entire Agreement, Amendment, and Construction.** The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained in this Agreement. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by all the Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (30) **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ this _____ day of _____, _____.

_____, LODGE NO. _____, LOYAL ORDER OF MOOSE,
INC. - LESSOR

Address:



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By: _____

[Signature of President]

By: _____

[Signature of Administrator]

_____, - LESSEE

Federal Tax ID No. or Social Security Number: _____

Address:

By: _____

Its: _____

(All signatures should be notarized!)



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LOSS PREVENTION REFERENCE GUIDE

IX. RULES & REGULATIONS

of Pages

- Licensing for Use of Copyright Music 1



Licensing for Use of
Copyright Music.doc

- Moose Campsite Rules & Regulations 7



Moose Campsite
Rules & Regs.docx

- Sale of Fireworks 1



Sale of
Fireworks.doc

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
- SCROOL DOWN AND CLICK ON LEGAL/RISK MANAGEMET
- SCROLL DOWNT TO THE DOCUMENT YOU SEEK,
- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS



“Protect the Lodge, Protect the Mission” LICENSING FOR USE OF COPYRIGHT MUSIC

The Legal Department is periodically notified that ASCAP, BMI and SESAC have been investigating and sending documents to lodges for licensing that allows them to use copyrighted music for certain functions in the Lodge. In general, fraternal organizations are exempt from needing licensing except under certain conditions.

The United States Code, Title 17, Section 110(10) (Federal Law) states: (10) notwithstanding paragraph (4), the following is not an infringement of copyright: performance of a nondramatic literary or musical work in the course of a social function which is organized and promoted by a nonprofit veterans' organization or a nonprofit fraternal organization to which the general public is not invited, but not including the invitees of the organizations, if the proceeds from the performance, after deducting the reasonable costs of producing the performance, are used exclusively for charitable purposes and not for financial gain. For purposes of this section the social functions of any college or university fraternity or sorority shall not be included unless the social function is held solely to raise funds for a specific charitable purpose.

In other words, performances (music) are exempt only when attendance is limited to members and their guests and only if the proceeds from the performance, after deducting the reasonable costs of producing the performance, are used exclusively for charitable purposes and not for financial gain. Keep in mind that Lodges are primarily fraternal, not charitable.

If your Lodge is following these guidelines, you do not have to get a license from ASCAP, BMI or SESAC. However, if your lodge is sponsoring or holding any event, whether on or off the lodge premises, that is open to the public, such as a community service event, at which music will be played, you will need to get a license from ASCAP, BMI or SESAC to avoid copyright infringement. ASCAP, BMI and SESAC hold the licensing rights for different writers and songs, which is why you may need licenses from more than one organization. These organizations offer single event/performance licenses, but if you plan on doing more than three (3) non-exempt functions where music will be played, it may be more cost effective to purchase a yearly license.

Copyright infringement can be very costly. The following link shows why it is so important to either stay within the fraternal copyright exemption or get a license:

<http://georgiaipit.blogspot.co.uk/2013/01/bmi-music-publishers-bring-copyright.html>

Music Licensing FAQ's may be found at:

<http://www.bmi.com/licensing/faq>

<http://www.ascap.com/licensing/>

<http://www.sesac.com/Licensing/Licensing.aspx>



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MOOSE CAMPSITE RULES & REGS

1. YOU MUST BE A MOOSE MEMBER IN GOOD STANDINGS TO CAMP. IF YOU ARE NOT IN GOOD STANDING, WHICH MEANS YOU OWE MONEY TO THE LOGE FOR AN ELECTRIC BILL, STORAGE, OR CAMPING FEES, OR TICKET YOU ARE NOT IN GOOD STANDING.
2. ALL OF YOUR CAMPING FEES NEED TO BE PAID BEFORE CAMPING WILL BE PERMITTED.
3. EACH CAMPSITE IS REQUIRED TO OBTAIN A CURRENT COPY OF THE CAMP RULES AND RETURN THE DOCUMENT STATING THE RULES WERE RECEIVED AND REVIEWED BEFORE THE CAMPERS WILL BE PERMITTED TO CAMP.
4. ALL CAMPERS AND ACCESSORIES MUST REMAIN MOBILE.
5. BOARD OF OFFICERS RULES APPLY TO THE CAMPGROUNDS
6. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIMES. CHILDREN UNDER THE AGE OF 21 YEARS OLD ARE NOT PERMITTED TO CAMP WITHIN THE LODGE’S CAMPRGOUNDS WITHOUT A PARENT OR GUARDIAN AND MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES.
7. **NO PARKING AT CAMPSITES:** UNLESS YOU HAVE A STATE ISSUED HANDICAP STICKER OR PLATE. ALL VEHICLES IN VIOLATION OF THE NO PARKING RULE WILL BE TICKETED. TICKETS WILL BE \$25.00 AND OR MORE AND ADDED TO YOUR ELECTRIC BILL. THIS MUST BE PAID WITHIN 30 DAYS. IF NOT, YOU ARE IN VIOLATION OF THE GOOD STANDING RULE. LOADING AND UNLOADING MUST BE DONE IN A 15 MINUTE WINDOW. IF MORE TIME IS REQUIRED, MAKE ARRANGEMENTS WITH THE CAMP CHAIRPERSON. A PASS WILL BE ISSUED FOR A LONGER AMOUNT OF TIME, AS NEEDED, IN THE DISCRESSION OF THE CHAIRPERSON.
8. CAMPFIRE MUST REMAIN CONTAINED INSIDE A FIRE RING. ONE FIRE RING PER SITE ONLY. FIRES MUST BE ATTENDED TO AT ALL TIMES.
9. ALL CAMPSITES MUST DISPLAY THEIR LOT NUMBERS ON THE SIDE OF THE CAMPER THAT FACES THE ROAD AND LARGE ENOUGH SO THEY ARE QUICKLY IDENTIFIED IN CASE OF AN EMERGENCY.
10. MINIBIKES, MOPEDS, ATV’S, DUNE BUGGIES, MOTORECYCLES AND GOLF CARTS MAY BE USED (“MOTORIZED VEHICLES”), HOWEVER, DRIVERS OF MOTORIZED VEHICLES MUST OBEY THE 10 MPH SPEED LIMIT. ALL OF THE ABOVE APPARATUS MAY BE PARKED AT CAMPSITES. YOU MUST BE AT LEAST 21 YEARS OF AGE TO OPERATE ANY OF THE ABOVE MOTORORIZED VEHICLES OR ANY OTHER MOTORIZED APPARATUS, YOU ARE LEGALLY ALLOWED TO DRIVE. WHILE OPERATING ANY MOTORIZED VEHICLES. DO NOT OPERATE



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WHILE INTOXICATED OR AFTER DRINKING. WHEN THE SECURITY LIGHT COMES ON AT THE PAVILION, MOTORIZED VEHICLES MUST BE PARKED IF YOU HAVE NO LIGHTS. ANY OTHER MOBILE VEHICLE OR MODE OF TRANSPORTATION, INCLUDING THE ABOVE MENTIONED, MUST HAVE WORKING HEADLIGHTS AND TAILLIGHTS TO DRIVE AT NIGHT. FLASHLIGHTS TAPED TO, IS NOT ACCEPTABLE. I SHALL INDEMNIFY AND HOLD _____ LODGE # _____, MOOSE INTERNATIONAL, THEIR EMPLOYEES, AGENTS AND OFFICERS HARMLESS AGAINST ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, ATTORNEYS' FEES AND COSTS FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES OR OTHER DAMAGES THAT THE LODGE MAY SUSTAIN ARISING OUT OF OR IN CONNECTION WITH MY USE OR THE USE BY ANY OF MY GUESTS OF ANY MOTORIZED VEHICLES WHILE ON _____ LODGE# _____ CAMPGROUNDS.

11. THE FOLLOWING ARE NOT ALLOWED ON THE PROPERTY AND MAY BE CAUSE FOR SUSPENSION FROM ALL PROPERTY BELONGING TO _____ LODGE#3 _____: ILLEGAL DRUGS, FIREARMS, GLASS CONTAINERS AT THE BEACH, AND TAMPERING WITH ANOTHER'S PROPERTY. PLEASE BE RESPECTFUL OF OTHERS PROPERTY BY NOT DISTURBING, DAMAGING, OR REMOVING ANYTHING.
12. UNDERAGE DRINKING WILL NOT BE TOLERATED. IT IS IMPORTANT THAT CAMPERS IMMEDIATELY REPORT ANY UNDERAGE DRINKING OR SUSPECTED UNDERAGE DRINKING TO THE CAMP CHAIRPERSON.
13. WHEN YOU VACATE YOUR CAMPSITE AND FAIL TO REMOVE TRASH, DEBRIS, OR BELONGINGS, _____ LODGE# _____, WILL DISPOSE OF THE REMAINING TRASH DEBRIS, AND BELONGINGS. A \$50.00 OR MORE FINE WILL BE ASSESSED AGAINST YOUR DEPOSIT TO ANY CAMPSITE THAT IS NOT CLEANED UP WITHIN 2 WEEKS OF VACATING THE SITE.
14. WINTER STORAGE MUST BE PAID IN FULL WITHIN 2 WEEKS OF VACATING THE SITE.
15. CAMPERS ARE RESPONSIBLE FOR ALL PERSONAL PROPERTY. IT IS STRONGLY RECOMMENDED BY _____ LODGE # _____ TO CARRY INSURANCE ON YOUR CAMPER. _____ LODGE # _____, MOOSE INTERNATIONAL, AND THEIR AGENTS AND EMPLOYEES ARE NOT RESPONSIBLE FOR LOST, DAMAGED, OR STOLEN ITEMS.
16. TURN YOUR OUTSIDE WATER FAUCET OFF WHEN YOU LEAVE FOR THE WEEK. IF YOU SEE SOMEONE WHO HAS A WATER LEAK, PLEASE NOTIFY THE CHAIRPERSON. PLEASE LEAVE A NOTE FOR THE CAMPSITE LEASEE. LEAKS ARE COSTLY AND NEED TO BE REPAIRED IN A TIMELY MANNER.
17. CAMPERS WILL BE ISSUED AN ELECTRIC METER FOR THEIR CAMPSITE AFTER THE DEPOSIT OF \$250.00 HAS BEEN PAID TO THE OFFICE. METERS WILL BE READ BY THE END OF THE MONTH AND ALL THE BILLS WILL BE READY ON THE FIRST DAY OF EACH MONTH. YOU ARE RESPONSIBLE FOR PICKING UP YOUR ELECTRIC BILL AT THE CAMP'S OFFICE OR _____ LODGE # _____ BAR. BILLS ARE DUE BY THE 15TH OF THE MONTH. A 10% PENALTY IS ADDED AT THE END OF THE MONTH (ALONG WITH ANY TICKETS YOU MAY HAVE RECEIVED FOR VIOLATIONS OF THE CAMPGROUND RULES) TO YOUR DELINQUENT BILL. IF A BILL IS NOT PAID WITHIN 30 DAYS, YOU WILL RECEIVE A DELINQUENT NOTICE AND YOUR ELECTRIC MAY BE SHUT OFF. THIS WILL PUT YOU IN VIOLATION OF THE GOOD STANDINGS RULES. EACH CAMPER IS RESPONSIBLE FOR THE ELECTRICITY USED AT THEIR CAMPSITE. _____ LODGE# _____ IS NOT RESPONSIBLE FOR UNFORSEEABLE ELECTRIC OUTAGES (STORMS, ETC.) OR FOR CAMPERS THAT HAVE BEEN UNPLUGGED BY OTHERS. PLUGGING INTO OTHER



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18. SITES OR METERS NOT ON YOUR CAMPSITE WILL NOT BE TOLERATED AND IS GROUNDS FOR AN IMMEDIATE EVICTION FROM THE CAMPSITE.
19. DECKS, SHEDS, AND PATIO'S ARE PERMITTED, WITH PRIOR WRITTEN APPROVAL FROM THE BOARD OF OFFICERS. ALL ITEMS SHALL REMAIN MOBILE (MOBILE MEANING ANY STRUCTURE CAN BE MOVED, TORN DOWN, OR DEMOLISHED).
20. GUESTS UNDER THE AGE OF 21 YEARS OLD MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES BY THE PARENT, GRANDPARENT, OR GAURDIAN WHEN SWIMMING AT THE BEACH, PLAYING AT THE PLAYGROUND OR AT THE PAVILION AREA. CAMPERS ARE RESPONSIBLE FOR THEIR CHILD(REN) AND GRANDCHILD(REN) AT ALL TIMES! PLEASE BE AWARE OF WHERE YOUR CHILD(REN) AND GRANDCHILD(REN) ARE AT ALL TIMES AND WHAT THEY ARE DOING.
21. **BEACH HOURS ARE FROM 10:00 AM TILL DUSK. THERE IS NO LIFEGUARD ON DUTY. CHILDREN/ADULTS SWIM AT YOUR OWN RISK!!!**
22. QUIET TIMES ARE AT 1:00 AM FROM _____ FRIDAY AND SATURDAY NIGHTS. SUNDAY THROUGH THURSDAY AT 11:00 PM FROM _____. ROAMING AROUND DURING QUIET TIMES IS PERMITTED TO USE THE ROADS ONLY (NO WALKING THROUGH THE CAMPSITE) IF YOU ARE CAUGHT BEING LOUD, DISTURBING THE PEACE AND OBNOXIOUS DURING QUIET TIMES THE BOARD OF OFFICERS CAN IMPOSE A DISIPLINARY ACTION OF SUSPENSION AND OR PROBATION ON CAMPSITE USE.
23. KEEP YOUR CAMPSITE CLEAN AND GRASS MOWED. IF THE GRASS IS NOT MOWED AND IS OUT OF CONTROL, YOU WILL GET A TICKETS AND ASSESED A \$25.00 FEE THAT WILL BE ADDED TO YOUR ELECTRIC BILL IF THE _____ LODGE# _____ MOWS YOUR GRASS. IF NOT PAID WITHIN 30 DAYS, YOU WILL BE IN VIOLATION OF THE GOOD STANDING RULE.
24. ALL GARBAGE MUST BE REMOVED FROM THE CAMPSITES ON A DAILY BASIS AND PLACED IN THE DUMPSTER. NO APPLIANCES, TIRES, PAINTS, OR SOLVENTS ARE PERMITTED TO BE DISCARDED. A TICKET OF \$25.00 WILL BE ISSUED FOR TRASH AND OTHER ITEMS LEFT AT YOUR CAMPSITE AND IF YOU LEAVE IT ON THE OUTSIDE OF THE DUMPSTERS. THIS WILL BE ADDED TO YOUR ELECTRIC BILL AND MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, YOU WILL BE IN VIOLATION OF THE GOOD STANDINGS RULE.
25. THE SPEED LIMIT IS 10 MPH. THIS WILL BE ENFORCED. TICKETS WILL BE ISSUED TO ANYONE CAUGHT EXCEEDING THE POSTED SPEED LIMIT. ANY TICKETS NOT PAID WITHING 30 DAYS WILL RESULT IN SUSPENSION FROM THE CAMPSITE. WATCH YOUR SPEED AND SLOW DOWN!! CHILDREN ARE PRESENT, KEEP THEM SAFE!
26. FIREWOOD AT CAMPSITES MUST BE STORED ON CONCRETE OR RAISED 6 INCHES ABOVE GROUND OR AT LEAST ON A SKID. IF YOU ARE CAUGHT STEALING SOMEONE ELSE'S FIREWOOD, YOU COULD BE SUSPENDED FROM THE CAMPSITE OR ASKED TO LEAVE THE CAMPSITE. THIS COULD CAUSE YOUR CAMPING PRIVILAGES TO BE REVOKED. THEFT OF ANY KIND WILL NOT BE TOLERATED.



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27. _____ LODGE # _____ IS A FAMILY CENTER THAT ENCOURAGES CHILDREN OF ALL AGES TO PARTICIPATE IN THE EVENTS AT THE LODGE, THE CAMPSITE, AND THE CAMPSITE’S PAVILION, SO LONG AS THEY ARE ACCOMPANIED AND SUPERVISED AT ALL TIMES BY AN ADULT. THIS IS WITH EXCEPTION TO SATURDAY EVENINGS. ONLY CHILDREN OVER THE AGE OF 16 YEARS WHO ARE ACCOMPANIED BY AN ADULT WILL BE PERMITTED IN THE LODGE OR PAVILION AFTER 9:00 PM. CHILDREN UNDER THE AGE OF 16 YEARS WILL BE POLITELY ASKED TO LEAVE THE LODGE OR PAVILION ON SATURDAY EVENINGS AT 9:00 PM, WITH THE EXCEPTION OF HOLIDAY WEEKENDS OR SPECIAL EVENTS.
28. ALL PETS ARE WELCOMED (X LODGE). THEY MUST BE CURRENT ON ALL SHOTS AND A COPY ON FILE IN THE LODGE OFFICE. IT IS THE RESPONSIBILITY OF THE CAMPING MEMBER TO MAKE SURE THE OFFICE HAS AN UP-TO-DATE COPY OF SHOT RECORDS. YOU SHOULD ALSO KEEP A COPY AT YOUR CAMPSITE. IF YOUR PET CAUSES ANY PROBLEMS SUCH AS: RUNNING LOOSE, NOT ON A LEASH, BARKING ALL THE TIME, HOWLING, HAS BITTEN OR BITES, CHASING OTHER PETS OR PEOPLE, YOU WILL BE ASKED TO REMOVE THE PET FROM THE CAMPGROUNDS. YOU MUST PICK UP AFTER YOUR PET (EVEN IN THE FIELDS). ALL PETS MUST BE LEASHED AND LEASH IN YOUR HAND AT ALL TIMES, NO EXCEPTIONS. I SHALL INDEMNIFY AND HOLD _____ LODGE # _____ MOOSE INTERNATIONAL, THEIR EMPLOYEES, THEIR AGENTS AND OFFICERS HARMLESS AGAINST ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, ATTORNEYS’ FEES AND COSTS FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES OR OTHER DAMAGES THAT THE _____ LODGE# _____ MAY SUSTAIN ARISING OUT OF OR IN CONNECTION WITH MY PET WHILE ON THE CAMPSITE. GUESTS OF THE MEMBERS ARE NOT PERMITTED TO BRING PETS.
29. CAMPSITES ARE FOR SINGLE FAMILY USE ONLY. OVERNIGHT GUEST MUST HAVE PRIOR WRITTEN APPROVAL FROM THE CAMP CHAIRPERSON AND A SIGNUP SHEET WILL BE PROVIDED. NO EXCEPTIONS. IF YOU ARE IN VIOLATION, YOU WILL BE TICKETED \$25.00; THIS WILL BE ADDED TO YOUR ELECTRIC BILL. THIS MUST BE PAID WITHIN 30 DAYS OR YOU ARE IN VIOLATION OF THE GOOD STANDING RULE. FAILURE TO PAY THE FINE COULD RESULT IN SUSPENSION.
30. ALL SEASONAL RENTAL PAYMENTS ARE DUE ON AN ANNUAL BASIS. NONPAYMENT WILL RESULT IN REMOVAL OF ALL ITEMS THAT ARE ON YOUR CAMPSITE, AT THE CAMPER’S EXPENSE. ANY ADDITIONAL WORK TO CLEAN UP CAMPSITE WILL BE BILLED TO YOU. WE RESERVE THE RIGHT TO PLACE A LEIN ON YOUR CAMPER DUE TO NON-PAYMENT OF ANY CAMPGROUND CHARGES. WE MAY RESTRICT ACCESS TO CAMPSITE AND CAMPER UNTIL PAYMENT HAS BEEN PAID IN FULL. _____ LODGE # _____ RESERVES THE RIGHT TO REMOVE YOUR CAMPER FROM THE SITE AND PUT IT INTO STORAGE UNTIL DELINQUENT FEES AND CHARGES ARE PAID IN FULL. PER MOOSE INTERNATIONAL GENERAL LAWS SECTION 48.8 AS STATED “A LODGE OR CHAPTER MEMBERS SOCIAL PRIVILEGES MAY BE SUSPENDED PENDING PAYMENT OF RESTITUTION OF DAMAGES OR LAWFUL DEBT OWED THE LODGE.” ABSOLUTELY



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31. NO SUBLETTING (LETTING SOMEONE ELSE STAY AT YOUR CAMPER OR CAMPSITE) TO ANYONE, NO EXCEPTIONS.
32. TENT CAMPING IS \$25.00 PER NIGHT, UNLESS YOU ARE PUTTING A TENT FOR A SHORT-TERM STAY ON YOUR CAMPSITE. SHORT-TERM TENT CAMPING ON YOUR CAMPSITE IS \$10.00, PER NIGHT. A SHORT-TERM STAY IS 3 DAYS OR LESS.
33. THERE IS TO BE NO WASHERS, DRYERS, OR EXTRA FREEZERS USED IN THE CAMPGROUND.
34. NO ALCOHOL IS TO BE CARRIED INTO THE PLAYGROUND, BEACH AREA, HORSESHOE AREA, OR PAVILION DURING HOURS OF OPERATION OF THE PAVILION (WHILE THE BAR IS OPEN). ANYONE WHO DISREGARDS THIS RULE OR ANY OF THE CAMPGROUND RULES WILL FIRST RECEIVE A VERBAL WARNING, SECOND OFFENSE IS A WRITTEN WARNING AND THE THIRD OFFENSE IS AN APPEARANCE BEFORE THE BOARD. HOWEVER, DEPENDING ON THE SERIOUSNESS OF THE OFFENSE, YOU MAY RECEIVE A LETTER TO APPEAR BEFORE THE BOARD WITHOUT VERBAL OR WRITTEN WARNINGS.
35. IF YOU ARE SUSPENDED, THERE IS A 2 HOUR LIMIT TO BE AT YOUR CAMPSITE FOR MAINTENANCE, REPAIRS, MOWING, CLEANING, ETC. YOU MUST NOTIFY THE ADMINISTRATOR OR AN OFFICER PRIOR TO OR UPON ARRIVAL. IF SUSPENDED, YOU ARE SUSPENDED FROM THE ENTIRE _____ LODGE # _____ PROPERTY, INCLUDING THE CAMPGROUNDS.
36. IN SIGNING THIS AGREEMENT, EACH CAMPER AGREES TO THE TERMS AND CONDITIONS MENTIONED ABOVE AND RELEASES _____ LODGES # _____ AND MOOSE INTERNATIONAL, THEIR EMPLOYEEES, AND THEIR AGENTS FROM ANY AND ALL LIABILITY OF ANY KIND ASSOCIATED WITH THE USE OF THEIR CAMPGROUNDS, EXCEPT IF THE _____ LODGE # _____, MOOSE INTERNATIONAL, THEIR EMPLOYEES, OPR THEIR AGENTS ACT WILLFULLY OR WITH GROSS NEGLIGENCE. THE CAMPER WILL INDEMNIFY AND HOLD _____ LODGE # _____ MOOSE INTERNATIONAL, THEIR EMPLOYEES, THEIR AGENTS AND OFFICERS HARMLESS AGAINST ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, ATTORNEY’S FEES, AND COSTS FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES OR OTHER DAMAGES THAT THE LODGE MAY SUSTAIN ARISING OUT OF OR IN CONNECTION WITH MY USE, MY INVITEES USE OR MY GUESTS USE OF THE _____ LODGE # _____ CAMPSITE.
37. THESE RULES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____.
38. I CONSENT TO THE USE BY _____ LODGE # _____ OF MY IMAGE, VOICE, NAME AND/OR STORY IN ANY FORMAT, INLCUDING VIDEO, PRINT, OR ELCTRONIC (COLLECTIVELY THE “MATERIALS”) AS THE LODGE DEEM APROPRIATE TO PROMOTE ITS PROGRAMS. THE LODGE MAY MKE THE “MATERIALS” AVAILABLE AT ITS DISCRETION TO THIRD PARTIES, ON THE LODGE’S WEBSITE, IN LODGE’S PUBLICATIONS, OR THROUGH ANY OTHER MEDIA, INCLUDING SOCIAL NETWORKING WEBSITES. I WAIVE ANY RIGHT TO INSPECT OR APPROVE THE FINISHED PRODUCT OR TO RECEIVE ANY PAYMENT. I GRANT TO THE LODGE



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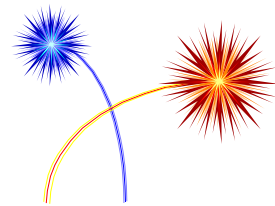
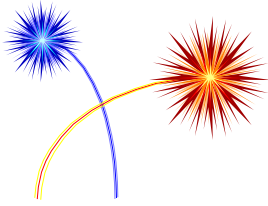
ALL COPYRIGHTS IN THE MATERIALS AND WAIVE ANY LEGAL CLAIMS, INCLUDING THOSE RELATING TO COPYRIGHT, OR RIGHTS OF PUBLICITY OR PRIVACY.

MY SIGNATURE INDICATES THAT SHOULD IT BECOME NECESSARY FOR ME TO RECEIVE FIRST AID OR MEDICAL TREATMENT WHILE AT THE CAMP, MY PERMISSION IS GRANTED FOR SUCH TREATMENT.

DATED THIS _____ DAY OF _____, 20____.

(PRINT/TYPE NAME)

(SIGNATURE)



Sale of Fireworks

The sale of fireworks by lodges for community service efforts can be approved if the following criteria are met:

REQUIREMENTS:

1. The sale must be legal in the community.
2. The sale will not involve explosive items such as firecrackers, cherry bombs, M-80's etc.; bottle rockets; mortars; cannons and similar type items.
3. Permissible items include non-explosive fireworks such as fountains and/or sparklers.
4. The lodge shall not sell to anyone under the age of 18.
5. Fireworks shall not be set off on lodge property.
6. The lodge shall obtain all required licenses to sell fireworks.
7. The lodge must have storage capability that meets local, state and federal standards. Fireworks shall not be stored in the lodge building.
8. The lodge must have insurance on storage of fireworks if required by the property insurance carrier. Having fireworks on site could cause policy cancellation. (Read the policy and contact your agent)
9. The activity may only involve "volunteers". No paid employees, gratuities, etc.
10. The lodge must obtain proper dispensation from the Compliance office.

Fireworks Shows

This includes all displays on or off property using fireworks.

REQUIREMENTS:

1. Use of fireworks must be legal in the community.
2. Permits (if necessary) must be obtained.
3. Person handling and putting on the fireworks show must be licensed to handle and operate them.
4. If show is being contracted, proof of insurance coverage must be obtained from the contractors reflecting the following:
 - a. Requirements for coverage:
 - 2,000,000 in General Liability coverage
 - 500,000 in Automotive
 - 500,000/or amount equal to State statute in Workers Compensation
 - b. Certificate of insurance listing lodge (using legal name) as an additional insured
 - c. Certificate must have a 30 day cancellation notice.
5. Handling of fireworks and the show itself must be run in accordance with local codes and rules issued by the National Fire Protection Association.
6. Dispensation must be obtained from the Compliance Office prior to the event.



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LOSS PREVENTION REFERENCE GUIDE

X. SERVICE ANIMALS

of Pages

- Service Dog Acknowledgement of Responsibility and Liability Waiver

1



Service Dog
Acknowledgement.c

- Guide to Service Animal Agreement

3



Guide to Service
Animal Agreement.d

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- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
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Service Dog Acknowledgement of Responsibility and Liability Waiver Agreement

My Service Dog is required because of a disability. My Service Dog has been trained to perform the following tasks:_____.

I assume full responsibility for always providing adequate care and supervision for my Service Dog while on Lodge property or attending Lodge sponsored events. Additionally, I acknowledge and/or agree to the following:

- My Service Dog has satisfied all local vaccination and registration requirements for all animals;
- I am responsible for my Service Dog at all times while on Lodge property or attending Lodge sponsored events;
- I will maintain control of my Service Dog at all times;
- My Service Dog must be harnessed, leashed, or tethered, unless these devices interfere with my Service Animal’s work, or my disability prevents the use of these devices. If I cannot use such devices, I must maintain control of my Service Dog through voice commands, signals, or other effective methods;
- The Lodge shall have no responsibility for the care or protection of my Service Dog;
- The Lodge may exclude my Service Dog if the animal is not housebroken or if the animal is out of control and I do not take effective action to control it. Uncontrolled barking, growling at Lodge guests, jumping on other people, or running away from me are examples of unacceptable behavior. If my Service Dog behaves aggressively, it must be removed immediately;
- I assume personal responsibility for any damage to any property and/or harm to others caused by my Service Dog while on Lodge property or attending Lodge sponsored events;
- The Lodge shall not be financially responsible for any actions of, or related to, my Service Dog; and
- I shall indemnify and hold the Lodge, its employees, agents and officers harmless against any and all claims, liabilities and costs for any personal injury or property damages or other damages that the Lodge may sustain arising out of or in connection with my use of my Service Dog while on Lodge property or attending a Lodge sponsored event.

I accept the terms of this Agreement voluntarily and intend to be fully bound by the same.

Printed Name of Service Dog Handler

Date

Signature of Service Dog Handler



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GUIDE TO:

Service Dog Acknowledgement of Responsibility and Liability Waiver Agreement

This guide is to assist with the use and implementation of the Service Dog Acknowledgment of Responsibility and Liability Waiver Agreement (“Agreement”).

How to distinguish between a service animal and a pet?

A service animal is a dog that has been trained to perform work or tasks that assist an individual with a disability. In some circumstances, a Lodge must permit the use of a miniature horse as a service animal. Whether a Lodge must accommodate the use of a miniature horse is discussed below.

Service animals are not required to wear any form of identification. Thus, two questions may be asked when a person enters a Lodge to determine whether an animal is a service animal. These questions are the following:

1. Is the animal required because of a disability?
2. What work or task has the animal been trained to perform?

Specific Questions that Cannot be Asked.

An individual who is blind uses a service animal for navigation. While the two above questions may be asked in circumstances when the individual’s disability is not obvious, an individual cannot be asked to disclose their specific disability (i.e. epilepsy). Nor can the individual be asked to show proof that the animal has been certified, trained, or licensed as a service animal. While the Agreement asks the signing individual to identify the tasks the service animal has been trained to perform, service animals cannot be required to demonstrate any of these tasks.

Finally, emotional support animals, comfort animals, and therapy dogs are not service animals, and therefore, these animals are not required to be permitted at a Lodge.

Does a Lodge need to permit the use of a miniature horse?

A Lodge must make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. Whether a Lodge may accommodate the use of a miniature horse requires consideration of the following factors:

- the miniature horse is housebroken;



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- the miniature horse is under the owner’s control;
- the facility can accommodate the miniature horse’s type, size, and weight;
- the miniature horse’s presence will not compromise legitimate safety requirements necessary for the safe operation of the facility.

Where may service animals go?

Individuals with disabilities who are accompanied by a service animal must be allowed in all areas of a Lodge where members of the public may go.

What if the Lodge has a “no pets” policy?

Service animals may not be denied entry to a Lodge even if the Lodge has a “no pets policy” as service animals are working animals, not pets. Additionally, a Lodge cannot require an individual with a service animal to pay a pet deposit or a surcharge of any kind.

When may a service animal be excluded from a Lodge?

A service animal may be excluded from a Lodge if it is not housebroken or if it is out of control and the individual does not take effective action to control it. Examples of unacceptable behavior include uncontrolled barking, growling at other people, jumping on other people, or running away from the handler. Before excluding the service animal, the handler should be asked to get control of the animal. If the service animal is still out of control, a Lodge may ask the handler to remove the service animal. **HOWEVER, Service animals behaving aggressively may be removed from a Lodge immediately.** If a service animal is removed from a Lodge, the handler must still be able to re-enter the Lodge without the service animal.

What responsibility does an individual with a service animal have?

The individual with the service animal is always responsible for its care and supervision. A Lodge is not responsible for care or supervision, including providing food, water, or a special location for the service animal.

Additionally, the individual must maintain control of the service animal at all times. The service animal must be harnessed, leashed, or tethered, unless such devices interfere with the service animal’s work or the individual’s disability prevents the use of those devices. If restraining devices cannot be used, the individual must maintain control of the animal through voice commands, signals, or other effective methods.



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Finally, the individual with the service animal must comply with local vaccination and registration requirements. While the Agreement requires the signing individual to acknowledge that the service animal satisfies all local vaccination and registration requirements, a Lodge may not ask for proof of compliance. The service animal must also be clean and healthy.

Finally, an individual with a service animal may be charged for any damage caused by their service animal.

Should service animals be pet?

While it may be tempting to want to pet a service animal, service animals are working, and therefore, Lodge employees and staff should be advised to leave services animals alone. This includes not petting them, talking to them, whistling at them, or offering treats. The purpose of this is to avoid distracting service animals from assisting their handlers.



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LOSS PREVENTION REFERENCE GUIDE

XI. SEXUAL HARASSMENT

of Pages

- Sexual Harassment Complaint – Board Responsibilities

1



Sexual Harassment
Complaint - Board R

- Sexual Harassment – 10 Tips

2



Sexual Harassment
- 10 Tips.docx

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Sexual Harassment

Sexual Harassment is Unwelcomed, Unwanted Behavior” that:

- Is verbal, electronic and/or physical contact of a Sexual Nature
- The conduct is explicit or implicit and affects an individual’s environment,
- Unreasonably interferes with an individual’s work performance, or
- Creates an intimidating, hostile or offensive environment.

Board of Officers Responsibilities

NOTIFICATION, whether verbal or written, when notified the board must take immediate action.

CONFIDENTIALITY, it is critical the board protects the privacy of the victim and accused.

CONTACT: In instances of physical contact, IMMEDIATELY contact Moose International Risk Department to determine whether legal involvement is warranted.

INVESTIGATION: Consists of capturing time, date of the incident. Expedite interviewing accused, victim, witnesses and documenting their statements. Preserve video that captures and all interactions of the alleged event.

CONCLUSION: Determination is made as to whether disciplinary action is warranted. The Board must assure the punishment fits the crime. There needs to be ZERO TOLERANCE for sexual harassment.

COMMUNICATION: Notify the victim that action was taken. Details of the disciplinary action are not shared for privacy reasons

RETALIATION: whether active or passive ABSOLUTE ZERO TOLERANCE.

CULTURE: Board is responsible for creating a SAFE ENVIRONMENT for all.

ALSO: *Review General Laws, Section 48.8, Enforce Decorum, page 95 -97*



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Sexual Harassment – 10 TIPS

General Laws, Section 48.8, Enforce Decorum, page 95 -97

1. Absolutely do not ignore or retaliate against the person making the complaint.

If it is an employee situation, you cannot dismiss the employee or suspend the employee while the matter is investigated. If the person making the complaint is a member, you cannot ban them from the social quarters while the matter is pending.

2. Do not ignore or make light of a person’s complaint.

Ignoring a complaint or making light of it may give the impression that the Lodge approves of or condones the behavior giving rise to the complaint.

3.Keep the person making the complaint and the person about whom the complaint is made from having contact with each other.

If both are employees, schedule them on different shifts and make it clear that they must leave immediately at the end of their shift. If the person making the complaint is an employee and the person about whom the complaint is made is a member, you may have to ban the member from the social quarters until the matter is resolved. If the person making the complaint is a member and the person about whom the complaint is made is an employee, you may have to suspend the employee until the matter is resolved or schedule the employee for shifts when the member is known not to come in and advise the member when the person will be working. If both parties are members, you may have to ban the person about whom the complaint is made from the social quarters until the matter is resolved.

4. Loose lips sink ships.

A complaint of sexual harassment and the subsequent investigation should be held in the utmost confidence. The matter should not be a topic of conversation at the Lodge. Discussion of the matter could leave the Lodge open to claims of bias and other charges. This includes the discussion of the matter between spouses. It should not be discussed outside of the investigation and the House committee hearing.

5. Excuse participation of a party in authority about whom a claim is made.

If the person about whom the complaint is made is in a position that would normally conduct the investigation or sit on the House committee, that person must excuse himself or herself from both the investigation and from participating in the House committee other than as the person about whom the complaint is made.



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6. Excusing participation of other potentially bias persons.

If the person accused of sexual harassment is a close relative of the person who would normally conduct the investigation or sit on the House committee, the relative must excuse himself or herself from both the investigation and from participating in the House committee. This is necessary for the Lodge to avoid any appearance of impropriety or bias.

7. Cooperate fully with law enforcement.

If the police become involved in the matter, give them your full cooperation while continuing your own investigation. Remember that a complaint of sexual harassment also may include a complaint of battery which could be grounds for a criminal investigation or charge. A battery is any unconsented to touching.

8. Disciplinary action against the accused

If disciplinary action against the accused party is warranted, keep written records of any such action. If the party is an employee, place the information regarding the investigation and disciplinary action in the employee's file. This may be important information in the future if there is a subsequent complaint and you find it necessary to terminate the employee.

9. Complaints to the EEOC.

If you receive notice of an EEOC complaint regarding a claim of sexual harassment; immediately contact the Risk Management Department for assistance with the complaint. Do not attempt to handle an EEOC complaint on your own.

10. Never blame the person making the complaint as being responsible for the actions of the party whom the complaint is made against.

What a person wears or the prior relationship of the parties is irrelevant to a complaint of sexual harassment



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LOSS PREVENTION REFERENCE GUIDE

XII. SOCIAL QUARTERS

of Pages

- Social Quarters Incident Reporting Instructions 2



Social Quarters
Incident Reporting I

- Social Quarters Rules and Regulations 2



Social Quarters
Rules and Regulatio

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SOCIAL QUARTERS INCIDENT REPORTING LOG BOOK INSTRUCTIONS

For protection against claims and lawsuits, all Lodges operating a Social Quarter should maintain a Social Quarters Incident Report Log Book.

The Social Quarters Incident Report Log Book is intended for the reporting of incidents (defined below) that arise out of Social Quarter operations, and on property the lodge owns or maintains that could give rise to a claim or lawsuit.

INCIDENT DEFINITIONS

1. Injury to a guest or member.
2. Injury to an employee or volunteer.
3. Injury or property damage that occurs on or off property due to possible intoxication
4. Inappropriate conduct, speech, or actions that could give rise to a claim of sexual harassment.
5. A physical altercation.
6. A slip, trip, or fall.
7. The denial of service to a person or persons.
8. Property damage.
9. Theft from a guest or member.
10. Theft from an employee or volunteer.

INSTRUCTIONS FOR COMPLETING

- (A) Fill in date of accident.
- (B) Fill in time of accident.
- (C) Fill in the name of the server reporting the incident.
- (D) Circle if the person involved was a member or a guest.
- (E) Fill in name, sex, age, address and telephone number of the person injured or suffering property damage or loss.
- (F) Fill in the witness information: name, address and telephone number.



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- (G) Give narrative of the incident – BE SPECIFIC!
- (H) Have witnesses write and attach statements to the Incident Report.
- (I) The person filling out the report should sign the Incident Report.

INCIDENT REPORT LOG SECURITY

The Social Quarter Incident Report Log:

1. Contains confidential Information and is not to be shared with any member.
2. Is maintained and secured by the bartender at all times.
3. Requires the bartender to re-secure after the completion of an Incident Report.

CALL RISK MANAGEMENT DEPARTMENT @ 1-630-859-6615

For:

- Information or questions regarding a claim,
- Regarding the use of the Social Quarters Incident Report Log Book or
- If your lodge needs a Social Quarters Incident Report Log Book.

CALL EDUCATION AND TRAINING @ 1-630-859-6635 or online @

<http://gettips.com>

For:

- Information on Service Training or
- Becoming a TIPS Trainer



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SOCIAL QUARTERS RULES AND REGULATIONS

1. All active members of The Moose shall be admitted to the social quarters. (Unless suspended according to the rules of The Moose.)
2. Only the following persons may be admitted as a “qualified guest:”
 - a. An active lodge member’s spouse; (No limit on the number of times a spouse may be admitted as a guest.)
 - b. An active lodge member’s immediate family; (No limits on number of times for family under the age of 21. Family members over the age of 21 qualify as prospective members.)
 - c. A prospective member of the lodge accompanied by their sponsor.
***A prospective member’s third visit must be for attending an orientation or enrollment into The Moose. (This includes family over the age of 21.)
3. All guests and the introducing member shall enroll their names in the lodge guest register.
4. Family members, friends and prospective members must leave the member leaves.
5. **Only active members of the lodge are permitted to make purchases or spend any money.** Members in arrears may not enter any lodge except to pay their dues. Non-member spouses may not make purchases. Approved applicants for membership, prior to enrollment and becoming a member, cannot make purchases.
6. Every member shall submit their membership card upon demand of the Board of Officers or any authorized social quarters employee.
7. All non-members shall be identified in some manner to distinguish them as guests.
8. **Members are responsible for the conduct of their guests.** A lodge member may be suspended for the conduct of their guest and/or failure to pay restitution for property damaged caused by their guest.
9. The admission of minors into the social quarters shall be according to guidelines established by the Board of Officers in accordance with local laws.
10. **Orderly behavior is required of all persons** in the social quarters, and at all other times while on lodge property or during any Moose sponsored social activity. **Loud, profane and obscene language, arguments, physical altercations, sexual harassment, intoxication is absolutely prohibited***.



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11. **The bartender is authorized to refuse service to anyone in a state of intoxication***. No person(s) in a state of intoxication shall be admitted or allowed to remain in the social quarters. The bartender needs to assure the intoxicated person gets home safely including calling an uber or **if the intoxicated person insists on driving call the police.** (The Board of Officers may prevent admission of any undesirable individual pending a hearing.)
12. The social quarters shall not be used for any event involving non-members unless a dispensation is received from the Chief Compliance Officer 30 days prior to the event.
13. Social quarters hours shall be established by the Board of Officers. It is unlawful for any member(s) to be present in the social quarters during the hours it is closed. The social quarters shall immediately close if disruptive to any official lodge meeting.
14. A dress code shall be established by the Board of Officers. It is unlawful for anyone to remain in the social quarters in violation of this code.
15. The use of any tobacco product or smoking device is strictly prohibited in the social quarters or lodge home.
16. The use of all cannabis products is strictly prohibited in the social quarters or lodge property.
17. Any member(s), other than a law enforcement officer in the line of duty, having firearms or other lethal weapons on, or in their possession in the lodge home, shall be expelled from The Moose, unless the weapon involves a sporting event or other activity approved by the Chief Compliance Officer. This does not apply to legal weapons which at all times remain in locked vehicles and are not in violation of any law, rule, regulation or ordinance.
18. It shall be the duty of the Board of Officers and its authorized employees to strictly enforce these rules. (The Board of Officers may prevent admission of any undesirable individual pending a hearing.)

***Any member(s) violating these rules may be removed from the premises and denied social privileges until reinstated by the Board of Officers. Any member(s) charged with violations of these rules and regulations shall be entitled to a hearing before the Board of Officers**



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LOSS PREVENTION REFERENCE GUIDE

XIII. SPORTS RULES/RELEASES

of Pages

- General Sports Release

2



General Sports
Release.docx

- Shooting Sports Waiver

1



Shooting Sports
Waiver.docx

- Turkey/Meat Shooting Requirements

2



Turkey - Meat
Shoot Requirements

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- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN TO AND CLICK ON LODGE OPERATIONS
- SCROOL DOWN AND CLICK ON LEGAL/RISK MANAGEMET
- SCROLL DOWNT TO THE DOCUMENT YOU SEEK,
- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS



“Protect the Lodge, Protect the Mission”

**INDEMNIFICATION AGREEMENT, WAIVER, AND
GENERAL RELEASE FOR SPORTING ACTIVITIES (“Release”)**

EVENT

EVENT DATE

LODGE NAME AND NO. (“Lodge”)

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to me, while participating in the above stated event, and I agree to assume the full risk of any such injuries, damages, or loss, regardless of the severity, which may be sustained by me because of participating in this event. The event involves **[insert type of sporting event]** and includes such risks as **[describe the risks associated with the sports]**.

In consideration of my participating in this event, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries, illness, claims, actions or causes of actions arising out of or in any way associated with my participation in this event. This release does not extend to gross negligence or willful acts or omissions.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, lawsuits, attorneys’ fees, taxable costs, and non-taxable costs for any and all injuries, illness, damages, claims, and causes of action arising out of, in connection with, or in any way associated with my participation in this event.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage that may result from me participating in this event.



“Protect the Lodge, Protect the Mission”

This Release extends to all acts of ordinary negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees related to the event and is intended to be as broad and inclusive as is permitted by the laws of the State of _____, and that if any portion thereof is held invalid, it is agreed that the balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I consent to the use by Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as Lodge may deem appropriate to promote its programs Lodge may make the Materials available at its discretion to third parties, on Lodge’s website, in Lodge’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

My signature indicates that should it become necessary for my me to receive first aid or medical treatment for injuries sustained from this event, my permission is granted for such treatment.

I affirm that the statements set forth above are true and correct and that I have read the terms and conditions of the foregoing Release and understand them accordingly.

Dated this _____ day of _____, 20____.

(Print/Type Name)

Signature



“Protect the Lodge, Protect the Mission”

SHOOTING SPORTS WAIVER and CONSENT

I/We hereby execute this indemnification, waiver and release agreement (“Agreement”) on the date indicated below in favor of Moose Lodge No.

_____ (“Lodge”) , Moose International, Inc., an Indiana Corporation and all its affiliates, agents, directors, officers, heirs, successors and/or employees in consideration for the use of the Lodge premises. I/We understand and agree to accept the risk of bodily injury and/or property damage that I/We may incur or cause a third party to incur as a result of shooting sports activities on Lodge property located at

_____, and surrounding facilities and premises. We understand that this risk includes, but is not limited to actions of other users of the Lodge premises. I/We further agree to indemnify, defend, release, discharge and hold harmless the Lodge, Moose International, Inc. and their successors and assigns from and against all liability, claims, demands, suits or judgments of whatever kind or nature, either in the law or in equity, including, but not limited to, claims for personal injury or property damage arising from, or in connection with, my/our activities at the Lodge, including mere presence on the premises. This agreement shall be binding upon my/our successors, assigns, heirs, executors and administrators, and any other person or entity (ies) who/which may have a claim based upon my/our personal injuries and/or property damage.

I/We understand that this release discharged the Lodge and Moose International, Inc. from any liability or claim that may exist against the Lodge and Moose International, Inc. with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my/our activities with the Lodge, WHETHER CAUSED BY THE NEGLIGENCE OF THE LODGE OR OTHERWISE. The Lodge do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Furthermore, I/We have read and agree to abide by the Lodge Range Rules and Regulations pertaining to the use of the shooting range at the Lodge and acknowledge receipt of a copy of same. I/We understand further that I/We will be held financially responsible for any damage to the Lodge or equipment that occurs through my/our use of the range and Lodge.



“Protect the Lodge, Protect the Mission”

This release is continuing in nature and of perpetual duration.

NOTE: By signing this form, I/We swear that the following representations are correct:

1. If under 21 years of age, I am accompanied by a parent or legal guardian to transport weapons to and from the Lodge, and can shoot so long as the Range officer is present (my parent or legal guardian need not be present).
2. I am not a fugitive from justice.
3. I do not use narcotic drugs or controlled substances.
4. I have not been convicted of a felony, or crime punishable by imprisonment for a term exceeding one year, even if I was given a shorter sentence.
5. I have not been adjudicated mentally defective or committed to a mental institution.
6. I have not been convicted in any court of a misdemeanor crime of domestic violence.
7. I am not the subject of a court order restraining me from harassing, stalking, or threatening an intimate partner or child of such partner.
8. I understand and agree to abide by the Lodge Range Rules and Regulations attached hereto.
9. I have attached a copy of my driver's license (front and back) to this form and have provided the executed form to the Lodge.

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S PRINTED NAME

If participant shall not have attained age of legal majority, the signature of parent or guardian shall be required also.

PARENT/GUARDIAN'S SIGNATURE

PARENT/GUARDIAN'S PRINTED NAME



"Protect the Lodge, Protect the Mission"
Turkey - Meat Shoot Requirements

As a condition of approval of a Universal resolution to conduct a Turkey/Meat shoot(s) the following requirements apply:

1. A qualified member must be appointed as Range Master to supervise the Meat Shoot.
2. All rules must be prominently posted.
3. Absolutely no alcoholic beverages shall be possessed or consumed in conjunction with this activity. No one under the influence or having previously consumed alcoholic beverages or impairing drugs (prescription or non-prescription) shall be allowed to participate in this activity.
4. Only shotguns will be used.
5. A diagram of the range (shooting area) must be posted showing the weapon storage area and ammunition storage area.
6. Moose Lodge will furnish all ammunition; NO OTHER ammunition will be allowed on the premises.
7. All weapons will be in the OPEN POSITION when not on the firing line.
8. Each shooter will step to the firing line, receive one round, fire and return to staging area.
9. When round is completed and firing line is clear, two staff members will retrieve and verify targets.
10. All weapons will be kept in the Shoot area or in the owner's vehicle.
11. Moose lodge will not be responsible for weapons in owner's vehicles.
12. Range Master will be in charge of the Meat Shoot, the range, and enforcement of rules.
13. Barriers shall be erected to protect entry into the down range area.
14. Warning signs shall be posted to keep people from wandering in the shooting area.
15. All ammunition must be sealed factory fresh. No reloads are allowed.

Turkey/Meat Shoot Requirements - "Sample" Rules of Operation

Dates:

Hours of operation:

Rules:

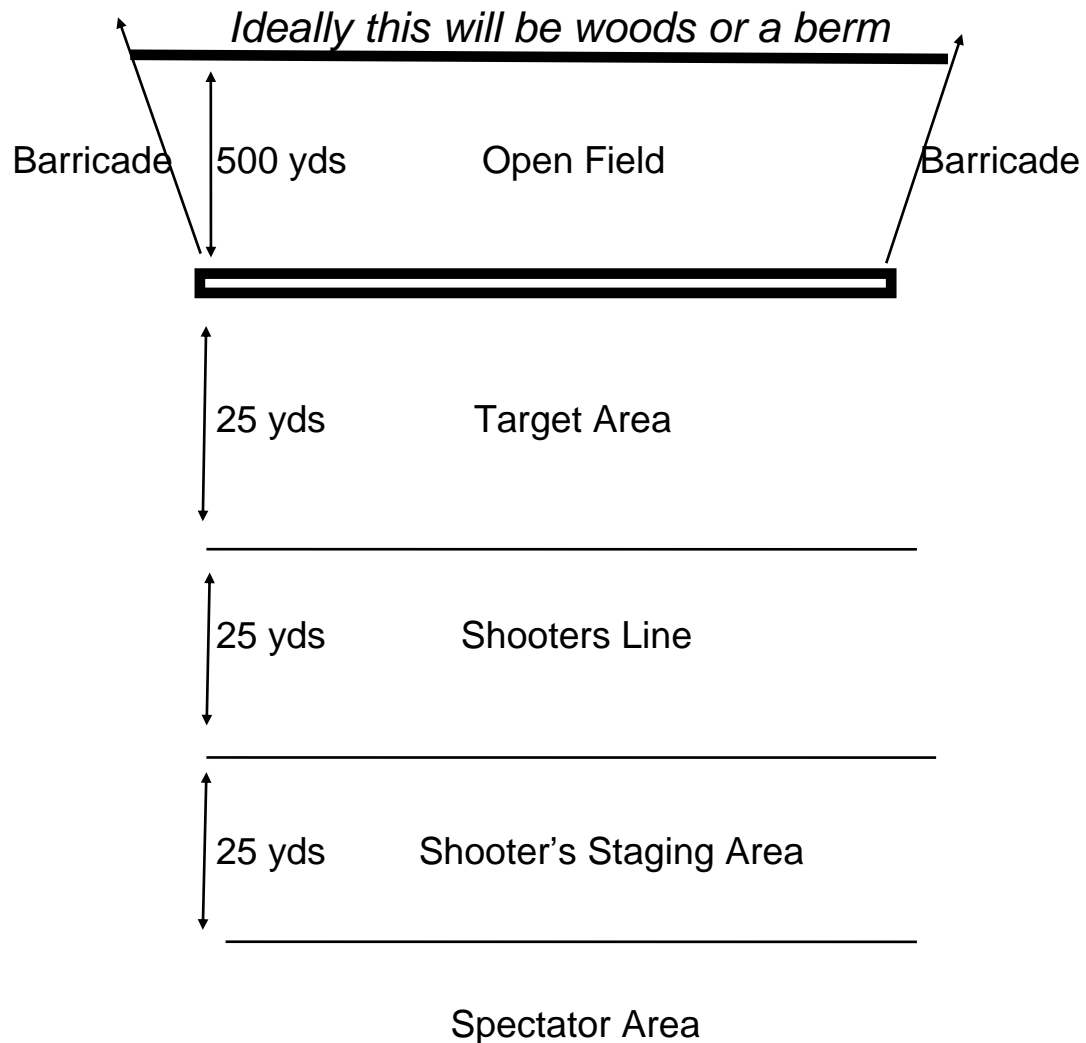
1. Absolutely no alcoholic beverages shall be possessed or consumed in conjunction with this activity. No one under the influence or having previously consumed alcoholic beverages or impairing drugs (prescription or non-prescription) shall be allowed to participate in this activity.
2. Only shotguns will be used.
3. Moose Lodge will furnish all ammunition; NO OTHER ammunition will be allowed on the premises.



"Protect the Lodge, Protect the Mission"

4. All weapons will be in the OPEN POSITION when not on the firing line.
5. All shooters will assemble in the staging area for each round of shooting.
6. Each shooter will step to the firing line, receive one round, fire and return to staging area.
7. When round is completed and firing line is clear, two staff members will retrieve and verify targets.
8. All weapons will be kept in the Shoot area or in the owner's vehicle.
9. Moose lodge will not be responsible for weapons in owner's vehicles.
10. Range Master will be in charge of the Shoot, the range, and enforcement of all rules.

Sample Range Layout:





“Protect the Lodge, Protect the Mission”

LOSS PREVENTION REFERENCE GUIDE

XIV. SWIMMING RULES & RELEASES

of Pages

- General Release for Swimming on Lodge Property

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General Release for
Swimming on Lodge

- Swimming Pool Release

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Swimming Pool
Release.docx

- Swimming Pool Rules

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Swimming Pool
Rules.rtf

TO PRINT/COPY GO TO:

- [Forms | Moose International \(mooseintl.org\)](https://mooseintl.org)
- SCROLL DOWN AND CLICK ON LODGE OPERATIONS
- SCROLL DOWN AND CLICK ON LEGAL/RISK MANAGEMENT
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- CLICK TO OPEN AND PRINT

DO NOT REMOVE CONTENTS



“Protect the Lodge, Protect the Mission”

GENERAL RELEASE FOR SWIMMING ON LODGE PROPERTY (“Release”) INDEMNIFICATION AGREEMENT, WAIVER

LODGE NAME AND NO. (“Lodge”)

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to me, while swimming in the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property. Those risks extend to me congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on Lodge’s property or abuts the Lodge’s property. The risks include drowning. I agree to assume the full risk of any such injuries, damages, or loss, regardless of the severity, which may be sustained by me.

In consideration for me being permitted to swim in or congregate by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries (including death), illness, claims, actions or causes of actions arising out of or in any way associated with me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property. This release does not extend to gross negligence or willful acts or omissions committed by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees that caused the injuries and/or illness.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, lawsuits, attorneys’ fees, taxable costs, and non-taxable costs for any and all injuries (including death), illness, damages, claims, and causes of action arising out of, in connection with, or in any way relating to me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage that may result from me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property.



“Protect the Lodge, Protect the Mission”

This Release extends to all acts of ordinary negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees related to and is intended to be as broad and inclusive as is permitted by the laws of the State of _____, and that if any portion thereof is held invalid, it is agreed that the balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I consent to the use by the Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as the Lodge may deem appropriate to promote its programs. The Lodge may make the Materials available at its discretion to third parties, on the Lodge’s website, in Lodge’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to the Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

My signature indicates that should it become necessary for my me to receive first aid or medical treatment for injuries sustained from me swimming in or congregating by the **creek, pond, lake, ocean (select the correct body of water)** which is located on the Lodge’s property or abuts the Lodge’s property, my permission is granted for such treatment.

I affirm that the statements set forth above are true and correct and that I have read the terms and conditions of the foregoing Release and understand them accordingly.

Dated this _____ day of _____, 20_____.

(Print/Type Name)

(Signature)



"PROTECT THE LODGE, PROTECT THE MISSION"

**INDEMNIFICATION AGREEMENT, WAIVER, AND
GENERAL RELEASE FOR USE OF LODGE'S SWIMMING POOL ("Release")**

LODGE NAME AND NO. ("Lodge")

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to me while swimming or congregating by the Lodge's swimming pool. The risks include drowning. I agree to assume the full risk of any such injuries, damages, or loss, regardless of the severity, which may be sustained by me.

In consideration for me being permitted to swim in or congregate by the Lodge's swimming pool, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries (including death), illness, claims, actions or causes of actions arising out of or in any way associated with me swimming in or congregating by the Lodge's swimming pool. This release does not extend to gross negligence or willful acts or omissions committed by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees that caused the injuries and/or illness.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, lawsuits, attorneys' fees, taxable costs, and non-taxable costs for any and all injuries (including death), illness, damages, claims, and causes of action arising out of, in connection with, or in any way relating to me swimming in or congregating by the Lodge's swimming pool.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage that may result from me swimming in or congregating by the Lodge's swimming pool.



"PROTECT THE LODGE, PROTECT THE MISSION"

This Release extends to all acts of ordinary negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees related to and is intended to be as broad and inclusive as is permitted by the laws of the State of _____, and that if any portion thereof is held invalid, it is agreed that the

balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I consent to the use by the Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the "Materials"), as the Lodge may deem appropriate to promote its programs. The Lodge may make the Materials available at its discretion to third parties, on the Lodge's website, in Lodge's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to the Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

My signature indicates that should it become necessary for my me to receive first aid or medical treatment for injuries sustained from me swimming in or congregating by the Lodge's swimming pool, my permission is granted for such treatment.

I affirm that the statements set forth above are true and correct and that I have read the terms and conditions of the foregoing Release and understand them accordingly.

Dated this _____ day of _____, 20____.

(Print/Type Name)

Signature



“Protect the Lodge, Protect the Mission”

SWIMMING POOL RULES

1. The pool will be open from _____ a.m. to _____ p.m. Swimming is not permitted when the pool is closed.
2. Members and guests swim at their own risk. No lifeguard is on duty.
3. Guests must be accompanied by a member at all times.
4. All children under the age of twelve and non-swimmers must be supervised by a member at all times.
5. There is no horseplay or running in the pool area.
6. No diving, head first entry into the pool
7. Glass containers, bicycles, skateboards, roller skates, and pets are not permitted in the pool area.
8. Alcohol is not permitted in the pool area. Swim sober.
9. Members and guests using the pool must remove their trash and pickup their area before leaving.
10. Members are responsible for damage to the pool they cause as well as the damage caused by their guests.
11. First aid materials are available at _____.
12. Any violation of these rules could result in a member losing the privilege to use
13. the pool and membership suspension - General Laws 48.8. Loss of pool access is within the sole discretion of the Lodge's Board.

Dated this: _____ day of: _____, 20____.

(Print/Type Name)

(Signature)



“Protect the Lodge, Protect the Mission”

LOSS PREVENTION REFERENCE GUIDE

XV. WAIVERS/RELEASES

of Pages

- General Waiver & Release

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General Waiver and
Release.doc

- General Release for Motorized Vehicles
on Lodge Property

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General Release for
Motorized Vehicles

- Minor Release

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Minor Release
3.6.2024.docx

- Volunteer Waiver

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Volunteer Waiver
3.6.24.docx

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“Protect the Lodge, Protect the Mission”

GENERAL WAIVER & RELEASE

I, _____, understand, recognize, and acknowledge that there
(Full Name)
are certain risks of injury while participating in _____
(Name of Event)
on _____ sponsored by _____
(Date of Event) (Lodge name and number)
(herein after “the Lodge”) and I agree to assume the full risk of any such injuries, damages, or
loss, regardless of the severity, which may be sustained as a result of participating in this event.

In consideration of my participating in this event, I, _____, my
heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge,
Moose International, Inc., an Indiana corporation, the _____ Moose
(Name of Association)
Association (herein after “the Association”), and their agents, directors, officers, heirs,
successors, and/or employees from and against any and all liability as a result of any and all
injuries, illness, claims, actions or causes of actions arising out of or in any way associated with
my participation in this event.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., an Indiana
corporation, the Association, and their agents, directors, officers, heirs, successors, and/or
employees against any and all claims, actions, or lawsuits whether brought by myself, anyone
acting on my behalf, or anyone else, for any and all injuries, illness, damages, claims, and
causes of action arising out of, in connection with, or in any way associated with my
participation in this event.

I understand and acknowledge that the Lodge, Moose International, Inc., an Indiana
corporation, the Association, and their agents, directors, officers, heirs, successors, and/or
employees are not responsible for any injury or illness occurring from my participating in this
event.

I affirm that the statements set forth above are true and correct and that I have read the
terms and conditions of the foregoing Waiver and Consent and understand them accordingly.

Dated this _____ day of _____, 20_____.

Participant Print Name

Signature



“Protect the Lodge, Protect the Mission”

**GENERAL RELEASE FOR USE OF MOTORIZED VEHICLES OR
RECREATIONAL VEHICLES ON THE LODGE PROPERTY
INDEMNIFICATION AGREEMENT, WAIVER**

LODGE NAME AND NO. (“Lodge”)

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to me, while using a motorized vehicles or recreational vehicles on the Lodge’s Property. I agree to assume the full risk of any such injuries, damages, or loss, regardless of the severity, which may be sustained by me.

While using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property, I represent and warrant that: (1) I have a state issued licensed to operate the motorized vehicles and/or recreational vehicles that has not expired; (2) I have provided an accurate copy of that license to the Lodge; (3) I have the state required insurance to operate the motorized vehicles and/or recreational vehicles; and (4) I will abide by all speed limits and traffic rules put in place by the Lodge relating to its property.

In consideration for using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries (including death), illness, claims, actions or causes of actions arising out of or in any way associated with me using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property. This release does not extend to gross negligence or willful acts or omissions committed by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees that caused the injuries and/or illness.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, lawsuits, attorneys’ fees, taxable costs, and non-taxable costs for any and all injuries (including death), illness, damages, claims, and causes of action arising out of, in connection with, or in any way relating to me using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage that may result from me using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property.



“Protect the Lodge, Protect the Mission”

This Release extends to all acts of ordinary negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees related to and is intended to be as broad and inclusive as is permitted by the laws of the State of _____, and that if any portion thereof is held invalid, it is agreed that the balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I consent to the use by the Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as the Lodge may deem appropriate to promote its programs. The Lodge may make the Materials available at its discretion to third parties, on the Lodge’s website, in Lodge’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to the Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

My signature indicates that should it become necessary for my me to receive first aid or medical treatment for injuries sustained from me using any motorized vehicles and/or recreational vehicles while on the Lodge’s Property, my permission is granted for such treatment.

I affirm that the statements set forth above are true and correct and that I have read the terms and conditions of the foregoing Release and understand them accordingly.

Dated this _____ day of _____, 20____

(Print/Type Name)

(Signature)



“Protect the Lodge, Protect the Mission”

MINOR’S PERMISSION FORM, INDEMNIFICATION AGREEMENT, WAIVER, AND GENERAL RELEASE (“Release”)

EVENT

EVENT DATE

LODGE NAME AND NO.

ASSOCIATION (if applicable)

I understand, recognize, and acknowledge that there are certain risks of injury to my child, while participating in the above stated event, and I agree to assume the full risk of any such injuries, damages, property damage, or loss, regardless of the severity, which may be sustained by my child as a result of participating in this event.

In consideration of my child’s participating in this event, I, my heirs, executors and assigns, do hereby fully and forever release and discharge the Lodge, Moose International, Inc., an Indiana nonprofit corporation, the Association, and their agents, directors, officers, heirs, successors, and/or employees from and against any and all liability as a result of any and all injuries, illness, property damage, claims, actions or causes of actions arising out of or in any way associated with my child’s participation in this event.

I agree to indemnify and hold harmless the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees against any and all claims, actions, or lawsuits whether brought by myself, anyone acting on my behalf, my child, anyone acting on behalf of my child, or anyone else, for any and all injuries, illness, damages, claims, causes of action, attorneys’ fees, or expenses arising out of, in connection with, or in any way associated with my child’s participating in this event.

I understand and acknowledge that the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and/or employees are not responsible for any injury, illness, or property damage occurring from my child’s participating in this event.

This Release extends to all acts of negligence by the Lodge, Moose International, Inc., the Association, and their agents, directors, officers, heirs, successors, and or employees and is intended to be as broad and inclusive as is permitted by the laws of the State of _____ in which the event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, by notwithstanding, continue in full legal force and effect. This Release shall be governed and interpreted in accordance with the laws of the State of _____.

I, the undersigned, acknowledge that I am the parent/legal guardian of the participant and that my child is under no physical or mental disability that would prohibit his/her participation and/or involvement in this event.



“Protect the Lodge, Protect the Mission”

VOLUNTEER LIABILITY AGREEMENT & WAIVER

_____ "Lodge" is a nonprofit organization. The Lodge regularly engages volunteer in its activities.

By signing, I, the Volunteer _____, agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with Lodge's volunteer policies, safety rules and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a Lodge program site, I will alert Lodge.

Awareness and Assumption of Risk

I understand that Lodge activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of Lodge, its directors, officers, employees and agents, other volunteers, and others present at Lodge program sites. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at Lodge program sites or participation in Lodge activities, regardless of the cause.

Waiver and Release of Claims

In consideration for my participation in Lodge programs, I waive and release any and all claims against: Moose International, Inc., an Indiana nonprofit corporation, the Lodge, the owner(s) of premises on which Lodge programs take place (collectively, "Landowners" and their agents, directors, officers, heirs, successors, employees, volunteers and affiliates, (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a Lodge program site or participation in Lodge activities, regardless of the cause and even if caused by negligence, whether passive or active. This waiver does not apply to gross negligence or intentional acts by the Released Parties. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

Medical Care Consent and Waiver

I authorize the Lodge to provide to me first aid. This consent does not impose a duty upon Lodge to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with Lodge.



“Protect the Lodge, Protect the Mission”

Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims, attorney’s fees, taxable costs, and costs that may be suffered by any Released Party resulting directly or indirectly from my Lodge volunteer activities or presence and Lodge program sites, except and only to the extent the liability is caused by the willful misconduct of the relevant Released Party.

Publicity*

I consent to the use by Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as Lodge may deem appropriate to promote its programs. Lodge may make the Materials available at its discretion to third parties, on Lodge’s website, in Lodge’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to

receive any payment. I grant to Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

*In the case of minors, this provision cannot be used as providing permission or consent. Use: **MINOR’S PERMISSION FORM, INDEMNIFICATION AGREEMENT, WAIVER, AND GENERAL RELEASE**

[If you do not wish to agree to this consent, please check mark this blank with an “X”[☐]

Volunteer Not an Employee

I understand that (i) I am not an employee of Lodge, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any Lodge insurance, health care, worker’s compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with Lodge.

General Provisions

I understand that this agreement will be binding for the duration of my involvement with Lodge’s programs. This is the final, complete, and exclusive agreement between Lodge and me regarding the provisions in this Agreement and Waiver, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement and Waiver, is found to be illegal, invalid or unenforceable, the remaining terms will be effective

I, expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of _____.



“Protect the Lodge, Protect the Mission”

_____ and it shall be governed and interpreted in accordance with the laws of
the State of _____.

I have read this Agreement and Waiver and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Signature

Date

Printed Name

With Questions or to order a Loss Prevention Reference Guide
please contact the Risk Management Department at:

Phone: 1-630-859-6637

Fax: 1-630-966-2208



“ Protect the Lodge, Protect the Mission”