AMERICAN LEGION POST 447 RENTAL AGREEMENT

The American Legion **(512) 244-0480**
George Johns Post 447
1000 N. Georgetown Road
Round Rock, TX. 78664

Date(s) to be rented: _____ **Time of day to be rented:** _____

Type of function to be held: _____

Name of Renter: _____

Address: _____

Phone Number: _____ **Email:** _____

RENTAL AGREEMENT

AGREEMENT: This agreement is between **American Legion Post 447 (Post)** and _____ **(Renter)** for the use of American Legion Post 447 Meeting Hall located at 1000 N. Georgetown Road, Round Rock, Texas 78664 **(Venue)**, is entered into on this _____ day of _____, 20____, and constitutes the entire agreement between the parties. This Agreement shall not be changed or amended except in writing, signed by both parties and attached to this agreement. Any such written changes or amendments to this agree shall become a part of this Agreement for all intent and purposes.

FACILITIES PROVIDED: The Post agrees to furnish to Renter, on the agreed upon date, the use of the Venue. Said Venue holds approximately 200 people. The Post will furnish whatever number of chairs and tables it has available on the rental date. It is the Renter's responsibility to determine if the number of table and chairs available are sufficient for the Renter's use and if not, it is the Renter's responsibility to provide any additional chairs and tables at the Renter's sole expense. As a courtesy, the Post may make available to Renter the kitchen located in the hall. Said kitchen has a stove, sink and icemaker. The Post does not warrant or guarantee the sufficiency or function of any item in the kitchen.

TYPE OF RENTALS: The Venue is normally rented for social functions with family and/or friends. The functions include, but are not limited to, family reunions, birthday parties, graduation parties, anniversary parties and wedding receptions. Any other use of the hall is considered a commercial use and a commercial use fee applies, unless arrangements have been made with the Post Executive Committee for a Professional Courtesy use:

DEPOSIT: A **$500.00** deposit is required at the time this rental agreement is signed. The deposit is refundable provide the Renter fulfills all the agreement requirements. **Renter's Initial _____.**

RENTAL RATE AND POSSESSION: General Public (Non-members) **$500.00**, Members (Legion, Auxiliary & SAL Membership) **$250.00.** Payment must be received in full at least two (2) weeks before the event is scheduled. On the day of the function for which the Venue is rented, the Renter may take possession and use from 7:00 am until midnight (except Saturday night, when the Venue is available until 1:00am). The Renter must pick up the key to the venue from the Lounge the day before the event for which the Venue was rented. If the hall is not rented the day before Renter's function, Renter may be allowed to decorate and arrange furniture for an additional charge of $50.00. **Renter's Initial _____.**

Any continued possession of the premises beyond the terms hereof by Renter shall be deemed possession of the premises by Renter beyond the term of the rent agreement, and Renter will be charged an additional sum of $100.00 per hour for any hour of time (minimum charge of 1.0 hour) in excess of the agreed-upon rental term. **Renter's Initial _____.**

The end of the rental term is when the Renter shall be completely out of the building and all clean-up complete. Any caterers, or any other persons retained by the Renter must also be out of the building by the end of the rent period.

SECURITY: Any rental that purchases alcoholic beverages from the Post or bring in their own hard liquor for consumption during the rental time MUST have two (2) security personnel during the stated rental times. The two (2) security personnel will we assigned by the Post **only** and will be charged to the Renter at the rate charged by security personnel, current

$40.00 per hour, this will include the two (2) security persons. **Renter's Initial _____.**

BEVERAGES: Beer in bottles, cans and kegs are available downstairs in the lounge, kegs and large amount of beer, soft drinks or set-ups must be ordered in at least 15 days in advance of event. Hard liquor may be brought in and set-ups made available through the Lounge. Any Renter that plans to have hard liquor and set-ups must indicate on the rental agreement and **MUST** have two (2) security provided by the Post at the Renter's expense. Failure to notify the Post that the Renter will be brining hard liquor will forfeit the deposit and will lose rental privileges. **NO BEER WILL BE BROUGHT ON TO POST PROPERTY BY RENTER OR RENTER'S GUEST, BY ORDER OF THE TEXAS ALCOHOL AND TABACO COMMISSION (TABC). Renter's Initial _____.**

DEPOSIT REFUND: Deposit refund will **NOT** be prorated, if the Renter fail to fulfill all the requirement of the Agreement, then the Renter's deposit **SHALL NOT** be refunded. Further, if the Post is required to expend funds in excess of Renter's deposit due to the Renter not fulfilling the requirements listed below, then Renter explicitly agrees to reimburse the Post for the excess funds spent by the Post.

The requirements for refund of Renter's deposit are as follows:

1. The Venue is a smoke free. Tobacco use, including smokeless tobacco is prohibited.
2. Fire work or pyrotechnics are prohibited inside, outside and/or around the facility.
3. All Trash must be put in the garbage cans during the function and after the function the garbage cans must be emptied into the dumpster located behind the building and returned to the hall.
4. Tables and chairs must be cleaned, folded and placed back in the racks provided after the function. Do not fold the tables and do not stack chairs on tables.
5. The kitchens and all equipment shall be left in a clean and sanitary condition after the event. **DO NOT PUT ANY GREASE IN THE SINK!**
6. No Post property shall be removed from the Venue before, during or after the Renter's function.
7. All keys given to the renter must be returned to the Post within two days.
8. All Venue facilities must be left in the same condition after Renter's function as they were prior to the Renter's function, normal wear and tear accepted.

9. Renter must turn off all lights and heating/air conditioning units in the Venue when departing.
10. Nothing can be temporarily affixed to any painted surface in the Venue or any room. Duct tape or adhesive backing tape must not be used. Any props, equipment or other items brought into the venue at the request of the Renter must be removed by the by the Renter upon completion of the use of the Venue.
11. Maximum capacity for the Venue **cannot** be exceeded by order of the Fire Marshall.
12. Renter is responsible for the conduct of the Renter and Renter's guests while they are on Post property. Renters and Renter's guests are strictly prohibited from any conduct, while on Post property that is in violation of Federal, State or local law and ordinances, i.e. (fighting, excessive loud music, drunkenness or vandalism) in the Venue or any Post property. Minors are not allowed in the lounge area nor allowed to play or loiter outside the Venue or Post.
13. All liquor and beer must be off the tables no later than 15 minute prior to the Renter leaving the Venue.

    Renter's Initial _____.

CLEAN UP POLICY: All Renters who use the Facility will be charged a clean-up fee of **$150.00**, this fee must be paid separately. **Renter's Initial _____.**

DAMAGES TO THE FACILITY/TABLES/CHAIRS: Replacement cost for chairs is $25.00. Replacement cost for tables is $150.00. Any marks, dents or holes to the walls of the facility are calculated at the market rate to fix the damage.

OTHER TERMS AND CONDITIONS

Waiver of Liability:

A. Renter understands the Post is not responsible for the loss or damage to any equipment or supplies of the Renter.
B. To the fullest extent permitted by law, Renter shall hold harmless the Post from and against, claims, damage, losses and expenses, including but not limited to, attorney's fees, which arise out of or in any way related to any and all personal injury, death or property damage in connection with rental by the Post to the rental of Venue (as defined

in this agreement), and arising out of any act and/or omission by the Post and/or any and all of the Post representatives, servants, officers and employees, including but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, whether for compensatory or punitive damages (or any type of damages whatsoever).

C. In no event will the Post be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Venue rendered under this Agreement.

Venue/Attorney Fees: This Agreement is performable in Round Rock, Williamson County, Texas and should either party commence litigation to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable Attorney's fees, court and other costs. **Renter's Initial _____.**

Cancellation Policy: Deposit will be forfeited if cancellation of the event is made less than 14 days prior to the event. If cancellation is made more than 15 days prior to the event shall result in refund of any deposit paid. **Renter's Initial _____.**

Severability: Should any part of the Agreement be held unenforceable by a Court of competent jurisdiction, then the unenforceable portion of the Agreement shall be severed from this Agreement and not affect the validity or enforcement of the balance of this Agreement. **Renter's Initial _____.**

I (we) **DO / DO NOT** plan to have or serve alcoholic beverages liquor during our rental. **Renter's Initials _____.**

I (we) the undersigned have read, understand and agree to all the terms and conditions contained in the Rental Agreement. Renter's Initial _____

By signing this Rental Agreement, Renter acknowledges having read and comprehends and understands that this Rental Agreement is binding on both parties and the organizations they represent.

_____ _____

Renter Signature Post Representative Signature

_____ _____

Date Date

Post use only

Date Deposit Paid _____ Receipt No. _____

Amount of Deposit Paid _____

Date Rent Paid _____ Receipt No. _____

Amount of Rent Paid _____

Cleaning Fee _____ Security Fee Paid _____