

AMERICAN LEGION POST 447 RENTAL AGREEMENT

The American Legion

George Johns Post 447
1000 N. Georgetown Road
Round Rock, TX. 78664

(512) 244-0480



Date(s) to be rented: _____ **Hours of Event:** _____

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 refrigerator. The Post does not warrant or guarantee the sufficiency or function of any item in the kitchen.

Renter's Initials _____ **Post Initials** _____

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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:

Renter's Initials _____ **Post Initials** _____

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 Initials _____ **Post Initials** _____

RENTAL RATE AND POSSESSION: General Public (Non-Members) **\$700.00**, \$100 per hour will be charged after 12AM. Example: 1AM rental charge will be \$600 & 2AM rental charge will be \$700. Payment must be received in full at least two (2) weeks (14 days) before the event is scheduled. On the day of the function for which the Venue is rented, the Renter may get the key night before if needed. Set-up time must be agreed upon by Renter and Post.

Renter's Initials _____ **Post Initials** _____

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.

Renter's Initials _____ **Post Initials** _____

SECURITY: All Rentals **MUST** have two (2) security personnel on hand from the time your event starts until one hour after the event is over or you vacate the Post, whichever occurs first. The two (2) security personnel will we assigned by the Post **only** and will be charged to the Renter, current rate is **\$50.00 per hour** and includes the two (2) security personnel, Security payment must be paid in advance. If your event should run over the time frame initially planned then Security personnel will be paid from the deposit. **Renter will not be able to provide own security.**

Renter's Initials _____ **Post Initials** _____

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BEVERAGES: Beer in bottles and cans are available downstairs in the lounge, large amounts of beer, soft drinks or set-ups must be ordered in at least 15 days in advance of event.

NO BEER OR LIQUOR WILL BE BROUGHT ON TO POST PROPERTY (INCLUDING THE PARKING LOT) BY RENTER OR RENTER'S GUEST, BY ORDER OF THE TEXAS ALCOHOL AND BEVERAGE COMMISSION (TABC).

Renter's Initials _____ **Post Initials** _____

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. **Renter's Initials** _____ **Post Initials** _____

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.

Renter's Initials _____ **Post Initials** _____

2. Fire work or pyrotechnics are prohibited inside, outside and/or around the facility.

Renter's Initials _____ **Post Initials** _____

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 including the restroom.

Renter's Initials _____ **Post Initials** _____

4. Tables and chairs must be cleaned, folded and placed back in the racks provided after the function. Do not stack chairs on tables.

Renter's Initials _____ **Post Initials** _____

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!**

Renter's Initials _____ **Post Initials** _____

6. No Post property shall be removed from the Venue before, during or after the Renter's function. **Renter's Initials** _____ **Post Initials** _____

7. All keys given to the renter must be returned to the Post within two days or turned over to Security upon completion of event.

Renter's Initials _____ **Post Initials** _____

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8. All Venue facilities must be left in the same condition after Renter's function as they were prior to the Renter's function.

Renter's Initials _____ **Post Initials** _____

9. Renter must turn off all lights and heating/air conditioning units in the Venue when departing. **Renter's Initials** _____ **Post Initials** _____

10. 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.

Renter's Initials _____ **Post Initials** _____

11. Maximum capacity for the Venue (200 People) **cannot** be exceeded by order of the Fire Marshall. **Renter's Initials** _____ **Post Initials** _____

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. **Renter's Initials** _____ **Post Initials** _____

13. No alcohol is to be consumed in the hall prior to security being present.

Renter's Initials _____ **Post Initials** _____

14. All liquor and beer must be off the tables no later than 15 minute prior to the Renter leaving the Venue.

Renter's Initials _____ **Post Initials** _____

15. Glitter is no longer allowed to be used as a decoration. It is permitted only if it is a part of a ready-made decoration. Renter will be responsible for costs related to the clean-up of excessive glitter which can include stripping and re-waxing of the floor.

Renter's Initials _____ **Post Initials** _____

16. Tape is not permitted for use on the Window trim, Chair Rail or Door Trim.

Renter's Initials _____ **Post Initials** _____

17. No propane of any kind for grill or otherwise is allowed inside the building

Renter's Initials _____ **Post Initials** _____

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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 Initials _____ **Post Initials** _____

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.

Renter's Initials _____ **Post Initials** _____

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. **Renter's Initials** _____ **Post Initials** _____
- 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).

Renter's Initials _____ **Post Initials** _____

- 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.

Renter's Initials _____ **Post Initials** _____

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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 Initials** _____ **Post Initials** _____

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 Initials** _____ **Post Initials** _____

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 Initials _____ **Post Initials** _____

HALL RENTAL CLEANUP CHECKLIST

1. Trashcans in the Hall Emptied into the dumpster behind building.
Renter's Initials _____ **Post Initials** _____
2. All Trash and Trashcans in Restroom Emptied.
Renter's Initials _____ **Post Initials** _____
3. Chairs put back onto racks and put away in closet.
Renter's Initials _____ **Post Initials** _____
4. All decorations removed and adhesive removed from walls.
Renter's Initials _____ **Post Initials** _____
5. All major or excessive spills cleaned up in the Rental Hall, Kitchen and Restrooms. **Renter's Initials** _____ **Post Initials** _____
6. All Trash cleaned up from in front of Rental hall.
Renter's Initials _____ **Post Initials** _____
7. All Lights turned OFF and Air conditioners turned to 75 Degrees in the Summer and 70 during winter months.
Renter's Initials _____ **Post Initials** _____

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

Renter's Initials _____ **Post Initials** _____

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 Printed Name

Post Representative Printed Name

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 _____