



## The American Legion Post 129

1500 Bridge Barrier Road

Carolina Beach, NC 28428

910-458-4253

### FACILITIES RENTAL AGREEMENT

Date(s) to be rented:

Time of day to be rented:

Type of function to be held:

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Name of Renter:

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Name of Host - Post Member:

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(Legion, SAL, Auxiliary Member)

Address:

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Phone Number:

E-Mail:

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Terms: This agreement is between American Legion Post 129 (Post) and

\_\_\_\_\_ (Renter) for the use of American Legion Post 129 Pavilion located 1500 Bridge Barrier Road, Carolina Beach, NC 28429 (Venue), is entered into on the 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 Agreement shall become a part of this Agreement for all intents 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 154 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 tables and chairs 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.

**PARKING:** Renter expressly acknowledges that Venue parking is limited to the parking area directly in front of and to the side of the Venue and main entrance, or other legally permitted public parking spaces located adjacent to the Venue- for which the Post shall bear no responsibility. This policy includes service and catering vehicles unless specifically authorized in writing by the Post and addended hereto.

**TYPE OF RENTAL:** The venue is rented for personal social functions with family and/or friends such as family reunions, birthdays, graduation parties, anniversary parties and wedding receptions etc. Non-personnel use of the hall may be considered a commercial use for non-profits or for-profit organizations. Commercial usage fees may be charged, unless arrangements have been made with the Post Executive Committee for a Professional Courtesy use, The Venue shall not be used for the dissemination or partisan principles or for the promotion of the candidacy of any person seeking public office or preferment.

**DEPOSIT:** A 150.00 deposit is required at the time this rental agreement is signed. The deposit is refundable provided the Renter has fulfilled all the Agreement requirements. Rental initials\_\_\_\_\_.

RENTAL RATE AND POSSESSION:

**General Public: \$ 500.00**

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**Legion Family Members in good standing** (Legion, Auxiliary & SAL membership): **\$ 250.00**

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Payment must be received in full at least two (2) weeks before the function for which the Venue is rented, the Renter may take possession and use from 7:30am until 11:00 pm. If the hall is not rented the day before Renter's function, Renter will be allowed to decorate and arrange furniture.

Any continued possession of the premises beyond the terms hereof by Renter shall be possession of the premises by Renter beyond the term of the rental agreement, and Renter will be charged an additional sum of **\$100.00** per hour for any hour of time (minimum is 1.0 Hr.) in excess of the agreed upon rental term.

**Renter's Initials**

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

**DEPOSIT REFUND:** Deposit refund will NOT be prorated-if the Renter fails to fulfill all the requirements of the Agreement. In such event Renter's deposit shall be deemed nonrefundable, at the sole discretion of the Post. 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, Renter explicitly agrees to reimburse the Post for the excess funds spent by the Post. The balance of said excess funds will be invoiced to the Renter at the Renter's above listed address within 30 days of Renter's event. Said invoice is due and payable upon receipt.

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

1. The Venue is a smoke free venue. Tobacco use, including smokeless tobacco is prohibited.
2. Fireworks or pyrotechnics are prohibited inside, outside and/or around the facility.
3. All trash must be put in the trash cans during the function and after the function the trash cans must be emptied into the outdoor garbage cans (located on the north wall of the canteen area) and returned to the Venue.
4. Tables and chairs must be cleaned after the function. Do not stack chairs on tables.
5. No Post property shall be removed from the Venue before, during or after the Renter's function.
6. If any keys are given to the renter, they must be returned to the Post as directed and in any event within (24) hours after the conclusion of the event.
7. 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.
8. Renter must turn off all lights and return heating/air conditioning units to the Venue to the off position when departing.
9. 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 Renter upon completion of the use of the Venue.
10. Maximum capacity for the Venue cannot be exceeded by order of the Fire Marshall.
11. 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 laws and ordinances, i.e.,

excessively loud music, drunkenness, or vandalism in the Venue or any Post property.

12. All wine and beer must be off the tables no later than 30 minutes prior to the Renter leaving the venue.

**Renter's Initials:**

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**DAMAGES TO THE FACILITY/TABLES/CHAIRS:** Replacement cost will be based on current market value. Necessary repair of any marks, dents or holes to the walls of the facility shall be calculated at the market rate. A fully refundable damage deposit of **\$150** will be returned after Post inspection of the facility.

**OTHER TERMS AND CONDITIONS-** Waiver of Liability:

Renter understands the Post is not responsible for the loss or damage to any equipment or supplies of the Renter.

- A. 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 representative, servants, officers and employees, including but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, mis-representations or contribution, any other claim, whether for compensatory or punitive damages (or any type of damages whatsoever).
- B. 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 New Hanover County, North Carolina and should either party commence litigation to enforce the terms and conditions of the Agreement, the prevailing party shall be entitled to reasonable Attorney's fees, court and other costs.

**Renter's Initials:**

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**Cancellation Policy:** Deposit will be forfeited if cancellation of the event is made less than two (2) weeks prior to the event. In the event the Renter requests cancellation more than four weeks out from the event date Renter shall be entitled to a refund of the event rental fee and cleaning fee, less the deposit fee, which the Post shall be entitled to keep. Renter's Initial: \_\_\_\_\_

Should any part of the Agreement be held unenforceable by a Court of competent authority, then the unenforceable portion of the Agreement shall be severed from this Agreement and not affect the validity or enforcement of the balance of the Agreement. **Renters Initials:**\_\_\_\_\_

I (we) DO / DO NOT plan to have or serve alcoholic beverages during our rental, If alcohol is served renter will need to provide a copy of their special event policy with General and Liquor Liability showing Post 129 as additional insured on form CG2026 or equivalent. If alcohol is to be sold, renter will also need to provide a special one-time ABC license.

**Renter's 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 (Print and Sign and date)

Post 129 Representative (print and sign and date)

Post Use only:

Deposit Paid: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Date Rent Paid \_\_\_\_\_

Amount of Rent Paid: \_\_\_\_\_