

AMERICAN LEGION CHARLES COWDEN POST 184

108 1ST AVE SE, P.O. Box 255
PINE ISLAND, MN 55963

507-356-8991

RENTAL CONTRACT

The American Legion is available for use by the public for a variety of events. Below is the formal rental contract adopted by the Executive Board.

1. **American Legion Hall Rental Contact:**

The contact person for rental of the Pine Island American Legion will be, until further notice:

Cathy Murphy Phone: (507)261-8302
E-mail: chmrem@gmail.com

2. **Renters Bound by Contract.** Rental of the Hall constitutes Renter's acceptance of the terms and conditions of this contract. The Renter assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If a corporation or entity is renting the Hall, an officer or agent of the corporation or entity must be designated on the application as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

3. **Rental Request.**

- a) **Process.** All rental requests must be made on the application form provided by the Legion. All rental requests must be made as far in advance as possible before the proposed Event. When a completed Rental Application is received, the Legion will notify the Renter of whether the request is approved. All approvals are subject to and conditioned upon the payment of all required rental fees and a damage deposit (if required); any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all the provisions of this contract and any other applicable rules or regulations. The booking deposit must be paid in full upon approval and signing of the contract agreement.
- b) **Rental Hours.** The rental hours for a particular Event, including set-up and clean-up, must be indicated on the Rental Application form, and approved by the Legion. The Renter and all attendees must vacate the Hall by the end of the rental hours.
- c) **Sublet or Transfer.** A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.
- d) **Cancellation.** Approved rental requests may be cancelled as provided in this section. Deposits are non-refundable and will not be returned if a rental request is cancelled.
 - 1) **By Legion:** The Legion may cancel any approved rental request in any of the following circumstances: (1) at any time if the Renter fails to comply with any conditions imposed by the Legion on the rental including, but not limited to, failing to file the required damage deposit within the time set, failing to pay the rental fee in full by the time set; or (2) at any time for reasons beyond the Legion's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services. If the Legion cancels a rental request after it has been approved, except for Renter's failure to provide payment, proof of insurance, or to it will return any fees and damage deposit paid by the Renter. Renter acknowledges and agrees that the Legion shall not be liable for any claims of disruption, loss, or damages resulting from the Legion's cancellation of a rental request as provided in this section.

- 2) **By Renter.** A Renter may cancel a rental request up to 30 days before the Event. The Legion will return any rental fees paid by the Renter. The Booking Deposit will not be returned. A Renter canceling a rental request less than 14 days before the Event forfeits any rental fees paid.
4. **Rental Fees and Damage Deposit.** Rental fees and damage deposit must be paid to the Legion upon acceptance of the application. Rental fees are not refundable, except as outlined in the cancellation contract above.
- a) **Member Fees.** Member fees apply to Renters who are members in good standing for at least 1 year of the Legion, Post 184. If a corporation or organization is renting the Hall, it will only be considered a resident if a majority of its officers or members are members of the Legion.
 - b) **Non-Member Fees.** Non-member fees apply to Renters who are not members of the Legion, Post 184 as of the date of the Event.
 - c) **Damage Deposit.** All renters are required to post a damage deposit with the Legion at least 7 days before the date of the Event, even if there is no rental fee for their group. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. If the policies are followed and the building is left in acceptable condition, the damage deposit check will be returned to the applicant within 48 hours after the event. If a portion of the damage deposit must be used for cleaning or repairs, any unused portion of the damage deposit will be returned to the Renter within 30 days after the day of the Event. If the costs to clean and/or repair the Hall exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the Legion for all costs the Legion incurs to clean and repair the Hall, including all collection costs. The Legion will provide the Renter an itemized statement of the costs incurred to clean and repair the Hall.
 - d) **A chart of rental fees is attached.**
6. **Use of the Hall.** The Renter and Guests must comply with all of the following policies.
- a) **Set-Up and Decorations.** The Renter may arrange to enter the Hall before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Hall in any way that damages the Hall. This includes but is not limited to staples, tacks, nails, masking tape, glue, or clear tape. Confetti, birdseed, rice, or other like items are prohibited. Furniture should not be dragged across the floor to move it. All decorations must be removed at the conclusion of the event. Unless prior arrangements have been made and are written in the rental agreement.
 - b) **Food.** The Legion has a fully equipped and licensed kitchen for food preparation/catering. There are many menu options available for all types of events. All catering must be arranged prior to the event. If the Legion does provide the catering, the hall rental fee will be waived contingent upon meeting minimum catering fees based on size of event. (Addressed in chart of rental fees) If the renter chooses NOT to have the Legion cater their event, food may be brought in by the renter ready to serve. All utensils and equipment will need to be provided by the renter including food storage/serving containers, ice, utensils etc. There is a small sink available for liquid disposal and a small pop cooler for refrigeration. There will be absolutely no access to the Legion kitchen, its equipment, or supplies.

- c) **Alcohol.** No alcohol of any kind will be allowed in the building or on the property of the Legion unless purchased thru the Legion bartender on duty during the event. Anyone caught serving alcohol to a minor will be asked to leave along with the minor. Legal drinking age is 21 in the State of Minnesota. Alcoholic drinks are not allowed to leave the building. Legion bar staff are authorized to refuse service and/or close the bar if alcohol consumption becomes dangerous and is the cause of damage to persons or property.
- d) **Gambling.** Any form of Fund raising, or Gambling must be approved by the Executive Board. This is to ensure MN Statue is followed and our license in not placed in jeopardy. Our Post Gambling Manager would be happy to meet with any renter to ensure compliance by both parties.
- e) **Smoking.** The Legion is a smoke-free building and smoking of any kind is prohibited in the building. There is a designated smoking area outside of the bar entrance. Cigarette butts must be disposed of in the proper receptacle.
- f) **Supervision of Minors.** Minors (under age 18) using the Hall for any purpose must be supervised by an adult over age 21 at all times. All minors must remain in the back hall.
- g) **Security.** Depending on the nature of the event, the Town may require the Renter to have a licensed law enforcement officer present during the Event to provide security and to help enforce the provisions of this contract. The Renter will be responsible for making all arrangements to secure the services of a licensed law enforcement officer, paying for the service, and for providing the person a copy of this contract.
- h) **Parking.** The large parking lot should be adequate to accommodate all guests. Guests may not park on the lawn or in any way that causes damage to the Grounds or that interferes with traffic or safety.
- i) **Charging Admission.** The Renter may not charge admission for the Event unless approved by the Legion in advance.
- j) **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being ejected. The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.
- k) **Safety.**
 - a. The Legion has a maximum occupant capacity of 250 persons. At no time should the number of guests at an event exceed that number.
 - b. No furniture, decorations, or other items may be placed in such a way as to block the exits.
 - c. No open flames, candles, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
- l) **Clean-Up.** The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in at the time of the rental. All garbage must be placed in the proper containers. Tables, chairs, and all equipment should be cleaned off and returned to their original locations. Any excessive garbage which may not be contained in the provided receptacles may result in additional charges which will be deducted from the damage deposit.

- 7. Assumption of Responsibility.** The Renter/Responsible Person assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during rental hours. The Renter/Responsible person also assumes full responsibility for any loss, breakage or damage caused to the Hall, the Hall contents, or to the Grounds. The Legion is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renter or the guests. The Legion is not responsible for any items that are left at the Hall by the Renter or the guests, but if items are found, the Legion will contact the responsible party and arrange for them to be picked up. The renter is fully responsible for all vendors (i.e., DJ, Decorator, Photographers etc.) regarding conduct, damage, and excessive cleaning. The renter will be solely responsible and may be charged and/or lose all claim to refundable damage deposit.
- 8. Indemnification.** The Renter agrees to defend, indemnify, and hold harmless the Legion, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Legion, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Renter or Guests.
- 9. Insurance.** The Renter may be required to provide proof of liability insurance before the Event proving coverage in an amount determined by the Town. If proof of insurance is required, the Renter must deliver the proof to the Town at least 7 days before the Event. Failure to provide adequate proof of insurance as required by the Town will void the rental request and any approvals given by the Town.

I have read and understand this agreement and the policies it contains. I understand that I/We or any of the guests/vendors at the event must also comply with this agreement and the policies. Failure to comply with this agreement may result in immediate termination of the event by the Legion in its sole discretion and/or all deposits may be retained by the Legion. I also agree and understand that I/We will be responsible and liable to the Legion for any costs exceeding the amount of the retained security deposit.

Agreed this _____ day of _____, 20____.

Renter – Print

Renter – Signature

Legion Representative