

AMERICAN LEGION POST 164 HALL RENTAL AGREEMENT

3363 McDowell Road, Grove City, Ohio 4312 (614) 875-5106

RENTAL PROVISIONS

Name of Renter	Group Affiliation
Responsible Person: Name	Phone #
Complete Address	
Date(s) of Event	Number Attending
Rental Times (includes setup and cleanup) From	To
Type of Event (see Rental Agreement Detail Form)
How did you find out about us?	

- 1. RENTER hereby agrees to rent that portion of American Legion Post 164, located at the address indicated above, designated as the Hall, to include restroom facilities and kitchenette.
- 2. RENTER agrees to leave the Hall in good condition. "Good condition" is defined in the "Event Walk Through Form" illustrated in Appendix B. RENTER agrees to pay for any damage to property of THE POST caused by event participants. Failure to pay for all damages may result in legal action by THE POST. Should that occur, RENTER agrees to pay for all court costs and attorney fees on behalf of THE POST. Both parties agree that any litigation must be filed within Franklin County, Ohio.
- 3. RENTER agrees that no property of the American Legion shall be removed from the building and no property affixed to walls shall be moved.
- 4. RENTER agrees that the property shall not be used for any purpose deemed to be illegal or immoral by Federal, State or Local laws. THE POST retains the right to regulate sound levels considered to be excessive by Employees or Officers of THE POST. RENTER shall be responsible for the behavior of all participants and children attending the event at all times.
- 5. All food and drinks must remain in the Hall at all times. No drinking in the entry hall or parking lot is permitted. A list of approved caterers is available upon request. Other caterers must be approved in advance.
- 6. No rice, confetti, bird seed or balloons may be dispersed in the building. Bird seed may be thrown outside the building. No hay or straw is allowed inside the building. Fireworks, including Gender Reveal Bombs, are prohibited within Grove City limits. If animals, other than service animals, are present, the owner must provide THE POST with a Certificate of Liability from their insurance company. Bouncy houses and similar blowups are also prohibited. Propane tanks are prohibited inside the building.

- 7. BEER & LIQUOR SALES: In accordance with the Ohio Revised Code, no alcoholic beverages may be brought on to POST property by RENTER or guests. All alcohol and soft drinks must be purchased from American Legion Post 164, Grove City, Ohio. When alcohol is served at an event, a POST bartender must be used. The charge for said bartender is listed in Appendix A, "Rental Agreement Detail Form", below. Specialty drinks, such as champaign, etc. must be ordered from THE POST at least two weeks prior to the event.
- 8. THE POST's bartenders and Executive Board Officers have the responsibility and authority to halt the event and/or call local law enforcement for reasons of security, including, but not limited to:
 - a. Physical altercations occurring during an event.
 - b. Minors being served alcohol.
 - c. Use of illegal drugs in or around the facility.
 - d. Wanton destruction of property.

Any event that is halted under this paragraph shall be subject to an "Excessive Maintenance Fee" as listed in the "Rental Agreement Detail Form".

9. WAIVER OF LIABILITY:

- a. RENTER understands that THE POST is not responsible for 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 of this 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's representatives, members, officers and employees, including but not limited to negligence, gross negligence, strict liability, breach of expressed 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.

10. CANCELLATION POLICY

- a. If cancelled prior to two weeks before the scheduled event, RENTER will receive a full refund of the Reservation Fee.
- b. If cancelled less than two weeks before the scheduled event, RENTER forfeits the Reservation Fee.
- 11. This venue is normally rented for social functions with family and/or friends. These 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 commercial use and a commercial use fee applies, unless arrangements have been made with THE POST Executive Committee for a Professional Courtesy use.

APPENDIX A RENTAL AGREEMENT DETAIL FORM

Possession of the Hall is as of the earliest time listed in the RENTAL PROVISIONS section above. Any set up and clean up time must be included in the time of occupancy indicated. Any continued possession will be charged at the hourly rate listed below.

PRICING:		
Hall Rental: \$100 X (number of hours Balance of Hall Rental Fee is due prior	\$	
Extended Hours: \$100 X (number of	f extended hours) =	\$
Reservation Fee: = ½ of Total Hall Rental Reservation fee is due upon signing of a becomes part of the Hall Rental Fee		
Standard Maintenance Fee:		\$ 150.00
Due prior to occupancy. Excess Maintenance Fee: Based on condition of the Hall after final	\$	
Bartender (if requested) Number of hours Due prior to occupancy.	\$	
Drink Sales: Determined at Event's End based If RENTER chooses a cash bar, this exp # of 12 oz beers X \$3.00 = # of 1 ½ oz shots X \$4.25 = # of 12 oz soft drinks X \$1.50 = Other Expenses	nense will be excluded	\$
Total amount due		\$
Less pre-paid amount		\$
Balance (to be paid after final walk through)		\$
We, the undersigned, hereby enter freely into the	ne agreement as described	d herein.
Signature of "Responsible Person"	Signature of POST	representative
Date signed	Date signed	

RENTAL AGREEMENT DETAIL FORM MEMBERS VERSION

Possession of the Hall is as of the earliest time listed in the RENTAL PROVISIONS section above. Any set up and clean up time must be included in the time of occupancy indicated. Any continued possession will be charged at the hourly rate listed below.

Date signed	Date signed	
Signature of "Responsible Person"	Signature of POST representative	
We, the undersigned, hereby enter freely into the a	agreement as described herein.	
Balance (to be paid after final walk through)	\$	
Less pre-paid amount	\$	
Total amount due	\$	
Drink Sales: Determined at Event's End based on	current prices. \$	
Bartender (if requested) Number of hours of Due prior to occupancy.	occupancy X \$20 = \$	
Excess Maintenance Fee: Based on condition of the Hall after final "	\$ walk through".	
Standard Maintenance Fee: Due prior to occupancy.	\$ 150	0.00
Reservation Fee: = ½ of Total Hall Rental Fe Reservation fee is due upon signing of agre becomes part of the Hall Rental Fee		
Extended Hours: \$100 X (number of ex	tended hours) = \$	
Hall Rental: \$50 X (number of hours of of Balance of Hall Rental Fee is due prior to of	<u> </u>	
PRICING:	o a cuman avi) —	

APPENDIX B EVENT WALK THROUGH FORM

As a condition of this agreement, RENTER agrees to meet with a designated member of THE POST for a "walk through" of the facility, both before and after the event; the purpose of which is to agree on the condition of the facility prior to and after the event. The "walk through" should take place approximately 20-30 minutes prior to the event and immediately after the Hall has been cleared of all property of the RENTER. The Responsible Person listed above must be present for both walk throughs and must be present during the entire event.

ITEMS TO BE INSPECTED:

- 1. Floor is clean and free of all debris.
- 2. Tables are clean and ready for use and properly stored.
- 3. Restrooms are clean and well stocked.
- 4. Kitchenette is clean and ready for use.
- 5. Trash cans are plentiful and contain liner bags. (Extra bags are available in kitchenette).
- 6. Electric is working.
- 7. No damaged property is observed.
- 8. All gas cylinders have been removed from the property (not left in the dumpster).

EXCEPTIONS/CORRECTIONS NOTED:

PRIOR TO	THE EVENT:	
Item#	Exception/Correction to Note	2
We agree t	hat the condition of the facility m	neets the criteria outlined in the "Items to be Inspected" lis
above.	,	1
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Signature o	of "Responsible Person"	Signature of POST representative
Dat	te signed	Date signed

AFTER THE	EVENT:		
Item#	Exception/Correction to Not	re	
			
			
We agree that	the condition of the facility n	neets the criteria outlined in the "Items to be Inspected" lis	t
above.	•	1	
<u> </u>			
Signature of "	'Responsible Person"	Signature of POST representative	
Date s	igned	Date signed	