

Pitt County American Legion Post 39, Inc.
403 St. Andrews Drive PO Box 21
Greenville, NC 27835 252-355-7793
AMERICAN LEGION BUILDING RENTAL CONTRACT



This agreement, as made on the day indicated hereon, is between Pitt County American Legion Post 39, Inc. (hereinafter referred to as "Lessor") and Renting Party and/or Responsible Person(s) named hereon, individually and jointly (hereinafter referred to as "Lessee"). Lessor does hereby agree to let Pitt County American Legion Post 39 Building (hereinafter referred to as "Premises") to Lessee based upon the collective terms and conditions as set forth below: The terms of agreement, as well as the conditions contained herein, are acknowledged and agreed to as they are part and parcel of this Rental Contract; failure to honor a term, rule, or condition contained herein constitutes a breach entitling Lessor to terminate this contract without further notice. Lessor reserves its right to execute any of its legal rights relative to the content of the Rental Contract contained herein.

Renting Party: _____

If the Renting Party is an individual or group, the Responsible Person(s) is/are and their respective addresses and telephone numbers are:

Name

Address 1

Address 2

City, State, Zip (This is the address your deposit will be mailed to:)

Phone

email

If the Renting Party is incorporated, indicate the corporation's registered agent and address are listed at left:

Rental Date(s): _____ Planned Use: _____

Rental Times: _____ Number of Guests Expected _____ (280 Maximum)

Planned use, purpose and maximum number of guests shall be strictly adhered to. Failure to do so will result in immediate Rental Contract termination and automatic forfeiture of all deposits and payments, and will expose Lessee and guests to civil and/or criminal prosecution. These Premises are offered and provided for your legal enjoyment. The carrying of any firearm, concealed or otherwise, on these Premises is strictly prohibited. Possession and/or use of any controlled substance considered illegal by the State of North Carolina is strictly prohibited. No violation of law will be tolerated. _____ (Lessee's Initials Required)

§ 1 A \$200.00 Money Order, cash, or Certified Check is required with execution of this contract. The deposit will serve as a reservation and basic damage deposit. After our rental agent has inspected and approved the condition of the Premises following the conclusion of your event, If Lessee return the premises in as good, clean, and orderly condition as it was in before your event the \$200.00 will be returned. In the event that inspection warrants additional clean-up, depending on the amount of time required by our housekeeping staff to return the building to that condition, Lessee will get the remainder back. Housekeeping services are billed at \$45.00 per hour, rounded up to next full hour.

§ 2 TERMINATION, CLOSING, AND KEY RETURN: Lessee hereby acknowledges that at or before 12:00 midnight, all activity, including entertainment, music, showing, dancing, etc., shall cease. Guests, entertainers, and hosts shall leave the property by 1:00 A.M. Lessor shall deposit the Premises key(s) in the Retired Flag Box outside the front door after securely locking all doors no later than 1:00 A.M., or as otherwise instructed. Holdover tenancies will: firstly, forfeit the damage deposit(s), and secondly, incur late penalties at a rate of \$100.00 per hour for each hour or portion thereof, commencing immediately with the tolling of 1:00 A.M

SURVEILLANCE: Lessee acknowledge that all activities on our property are recorded by video surveillance equipment. These recordings may be reviewed to determine loss, if facilities were cleaned properly, to record the time Lessee leaves the property and for any other purpose as deemed appropriate by us.

§ 3 CLEAN-UP: **Lessee shall be responsible for cleaning up the Premises, including the parking lot and adjacent grounds surrounding the Premises.** All materials used to decorate, including tape, wires, string, balloons, paper, etc., shall be removed from all walls, windows, doors and ceiling. Lessee is not permitted to use Tacks, Nails, and/or Staples to attach anything to any part of the Premises. There are attachment points around the building that Lessee can tie banners, etc to. Tape on painted surface is not encouraged, as it pulls paint off walls. When mopping the floor, water must be changed frequently! Chairs are to be hung on racks upside down and backs facing out (see pictures in chair room). Tables are to be laid FLAT—LEGS UP on table cart. DO NOT DUMP GREASE or other debris down sink drains.

ACCESS TO PREMISES: Access to the designated Premises is permitted beginning and ending in accordance with the hours specified in “Planned Use” on the day(s) contracted for as “Rental Date(s)”. Access is not authorized to other areas of the Premises, or at times other than those herein specified or agreed upon.

Glitter or Confetti decorations are strongly discouraged as they stick to chairs and are difficult to clean up. Leftovers that are *not* removed after your event will require housekeeping to deduct cleanup from your \$200.00 deposit!

§ 4 SUPPLIES: Lessee are responsible for all supplies Lessee anticipate using or consuming, such as cups, plates, drinks, ice, eating & serving utensils, etc. *We supply plastic liners for trash barrels.* Trash containers **MUST** have plastic liners. Trash containers **MUST BE WASHED OUT!** Lessor will provide toilet tissue, paper towels and hand soap in the lavatories.

§ 5 LESSOR'S RIGHT OF ENTRY: Lessor or its designated agents, which includes Legion Executive Officers, Officers with the Greenville Police Department, ABC and ALE, shall have the right to enter the Premises or examine or inspect the same at any time, with or without advance notice to you. While unreasonable searches (and seizures) are prohibited by the Fourth Amendment to the U.S. Constitution, given the fact that no violation of any law will be tolerated while on, in, or near Pitt County American Legion Post 39, Lessee hereby waive any potential objection she/he, or their guests may traditionally have. _____(Your Initials Required)

§ 6 ALCOHOL ON THE PREMISES: Lessor will not sell, offer to sell, or serve any type of alcoholic beverage to anyone using its Premises. Lessor does not in any way endorse or obligate ourselves in connection with your function. In the event Lessee intends to sell, distribute, or permit consumption of any alcoholic beverages anywhere on the Premises, including beer, wine, champagne, or any other type of such alcoholic beverage, Lessee shall acquire any and all ABC permits and/or licenses required by federal, state, and local law: Lessee shall deliver copies of said permits to our rental agent prior to receiving a key to the Premises. In the absence of an unblemished rental history with us spanning three (3) years or more, Lessee shall contract for two (2) off-duty, uniformed law enforcement officers who will stand duty inside the Premises for the duration of the rental period; moreover, Lessee shall provide Lessor's Rental Manager with the two (2) officers' names and telephone numbers at least 48 hours prior to the rental period. Greenville's Off-Duty Coordinator's number is 329-4897. Lessor reserves the right to require Lessee to acquire event Liability Insurance with Pitt County American Legion Post 39 specifically named as "additional insured".

§ 7 CANCELLATIONS: Lessee grant, without recourse, our prerogative to cancel this agreement for any reason Lessor believes may cause embarrassment, or may not be in the best interest of The American Legion Post 39. Lessee may cancel this agreement by providing written notice to our rental agent at least 30 days prior to the first rental date; \$60.00 shall be withheld from initial deposits for Rental Manager Fees. For cancellation inside 30 days of the first rental date, deposits will be forfeited without further notice or action, and rental fees provided to Lessor will only be refunded to Lessee only if a suitable substitute Lessee contracts for the same, identical day or days.

§ 8 NOISE AND DISTURBANCES IN THE IMMEDIATE NEIGHBORHOOD: Lessee is informed and hereby acknowledges that Lessee will strictly adhere to The City of Greenville's Noise Ordinance, section 12-5-3, 1. Law enforcement personnel are authorized to enter and terminate Lessee's use of the Premises if a violation of the City's Noise Ordinance continues or reoccurs following one warning. For specific details, Lessee are encouraged to obtain a copy of the cited Noise Ordinance from the Greenville Police Department prior to the rental date. Lessee waive all claims for reimbursement of deposits and rental fees in the event this contract is terminated due to a violation of any law or a breach of the express terms of this contract.



§ 9 **DAMAGE TO THE PREMISES: Lessee is responsible for all damage inflicted during the rental period to the walls, floors, ceiling, doors, windows, fixtures, or any other device associated with the Premises. Lessee is responsible for the removal of any graffiti that may be sprayed on building inside and outside and our out-buildings exterior that appear during or shortly after your event. Failure to comply will void return of the security deposit. In the event Lessee prepare/cook/serve anything that leaves a lingering odor in the Premises, there will be a minimum charge of \$200.00 for supplies, labor, time and inconvenience for follow-on building usage.**

§ 10 LOSS, THEFT, FIRE, ACCIDENTS, ETC.: It is expressly acknowledged that neither Lessor nor any of its membership or representatives, including the Rental Agent signing below, shall bear any responsibility for personal injury, loss by theft, vandalism, fire, or other incidents lying beyond our direct, actual control. Except for our right to reenter and/or terminate this contract as set forth in the preamble preceding the numbered paragraphs of this contract, control of the Premises rests exclusive with Lessee during the tenancy embraced by this contract.

§ 11 CONTRACTUAL OBLIGATIONS: Lessor shall not be liable for contractual obligations except as expressly set forth in this contract. Failure to adhere to the terms specified herein shall result in immediate, automatic forfeiture of all deposits and rental fees, and should be expected to be followed by legal action for breach of contract and damage to The American Legion Post 39's reputation.

§ 12 ILLEGAL ITEMS AND/OR CONTROLLED SUBSTANCES: No illegal substance, activity or weapons of any description may be brought onto, into, or conducted on, in, or at the Premises, to include the parking lots and grounds, for any reason.

§ 13 ASSUMPTION OF RISK/WAIVER/INDEMNIFICATION: Lessee hereby acknowledge Your conscious decision to accept and assume any and all risks associated with the tenancy embraced herewith. In addition, Lessee hereby releases waive, and forever discharge Lessor and each of its members and officers, their respective agents and employees, and any and all others who may have assisted in any way with this rental agreement of all claims for personal injuries and property damages incurred or arising during or in connection with this tenancy, whether said injury or damages are incurred by You, Your guest(s), or passers-by during your tenancy. Moreover, Lessee grant permission for Lessor to use all information submitted in this rental contract for credit and criminal record check. Finally, this release/waiver/indemnification agreement legally binds you, your heirs, assigns, executors, and administrators and shall run in favor of The American Legion Post 39, Inc., its members and officers, their respective agents and employees, and any and all other individuals who may have assisted in any way with this rental contract.

DISAGREEMENTS: Lessee agree to submit all disagreements alleged to have arisen as a result of your use of the Premises to binding arbitration. Accidents are your exclusive responsibility. Arbitration will be conducted pursuant to the Uniform Arbitration Act as defined by North Carolina Law. Lessee further warrant that they (Lessee and Responsible Person(s)) will not undertake any legal action against Lessor, its members and officers, their respective agents and employees, and any and all other individuals who may have assisted in any way with this rental contract.

§ 14 RENTAL FEE (In addition to deposits): Monday - Thursday \$600.00 per day. Friday, Saturday and Sunday \$800.00 per day. Payment by Money Order or Certified Check, payable to "Pitt County American Legion Post 39" are to be mailed to P.O. Box 21, Greenville NC 27835 or hand-delivered to the Rental Agent. Deposits shall be paid when contract is executed, Rental Fees shall be paid in full no later than ten (10) days in advance of rental date. Failure to make Rental Fee payments constitutes a breach of an essential term of this contract which will cause your deposits to be forfeited as well as any rental monies advanced. Use of the Legion's kitchen stove must be prearranged and requires an additional \$50.00 rental fee. There is an additional rental fee of \$100.00 when Alcohol will be served, sold or otherwise consumed on Lessors property and is payable with rent.

In order to hold the date(s) desired to use the Post Home of American Legion Post 39, I understand I am required to send MONEY ORDERS, CASH or CERTIFIED CHECK in accordance with the following schedule to Post Office Box 21, Greenville, North Carolina 27835-0021 (or hand-delivered to rental agent by pre-arrangement):

MONIES DUE FROM: _____:

DAMAGE/RESERVATION DEPOSIT:	\$ 200.00
RENT:	\$ 800.00
Day-before set-up fee (if available)*	\$ 400.00
STOVE RENTAL:(50.00)	\$ _____
TOTAL DUE:	\$ _____
DEPOSIT RECEIVED:	\$ _____
BALANCE DUE:	\$ _____(Due on or before _____)

● By signing below, I acknowledge that I have reviewed the terms of this contract with The American Legion Post 39's Rental Manager. I hereby acknowledge that the agent has answered all my questions concerning this contract and rental procedures. I further understand that failure to comply with the specified schedule and/or terms of this contract will result in forfeitures as set forth herein and loss of my intended reservation.

● Agreed to, this, the _____ day of _____, 2019.

By You: _____ (Seal)
(Signature)

For Pitt County American Legion Post 39, Inc.: Robert A. Sheek (Seal)

pittcountypost39@gmail.com
Bob Sheek (252) 367-0704

* If day before your event is not rented to another party and you want to use that day to set up, a \$300.00 fee is required.

Special One-Time Permits:

The Commission may authorize the issuance of a special one-time permit for certain functions or activities as described below. The fee for each permit is \$50.00.

A permit may be issued to a person who acquires ownership or possession of alcoholic beverages through bankruptcy, inheritance, foreclosure, judicial sale, or other special occurrence, and who does not already have a permit authorizing the sale of that kind of alcoholic beverage. The permit may authorize the sale or other disposition of the alcoholic beverages in a manner prescribed by the Commission. Complete a Special One-Time Permit Application and submit with the above fee amount.

A permit may be issued to a nonprofit organization to allow the retail sale of malt beverages, unfortified wine, or fortified wine, or to allow brown bagging, at a single fund-raising event of that organization. A permit for this purpose shall not be issued for the sale of any kind of alcoholic beverage in a jurisdiction where the sale of that alcoholic beverage is unlawful. Complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit with the above fee amount.

A permit may be issued to a permittee who is going out of business to authorize the sale or other disposition of his alcoholic beverages stock in a manner that would not otherwise be authorized under his permit. Complete a Special One-Time Permit Application and submit with the above fee amount.

A permit may be issued to a collector of wine or decorative decanters of spirituous liquor authorizing that person to bring into the State, transport, or possess as a collector, a greater amount of those alcoholic beverages than is otherwise authorized by this Chapter, or to sell those alcoholic beverages in a manner prescribed by the Commission. Complete a Special One-Time Permit Application and submit with the above fee amount.

A permit may be issued to a nonprofit organization or a political organization to serve wine, malt beverages, and spirituous liquor at a ticketed event held to allow the organization to raise funds. For purposes of this subdivision "nonprofit organization" means an organization that is exempt from taxation under Section 501(c)(3), 501(c)(4),

501(c)(6), who has filed a notice of candidacy, paid the filing fees or filed the required petition, and been certified as a candidate. The issuance of this permit will also allow the issuance of a purchase-transportation permit under GS 18B-403 and 18B-404 and the use for culinary purposes of spirituous 501(c)(8), 501(c)(10), 501(c)(19), or (501(d) of the Internal Revenue Code or is exempt from similar provisions of the General Statutes as a bona fide nonprofit charitable, civic religious, fraternal, patriotic, or veterans' organization or as a nonprofit volunteer fire department, or as a nonprofit volunteer rescue squad or a bona fide homeowners' or property owners' association. For purposes of this subdivision "political organization" means an organization covered by the provisions of GS 163-96(a)(1) or (2) or a campaign organization established by or for a person who is a candidate s liquor lawfully purchased for use in mixed beverages. Complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit with the above fee amount.

A **limited** special occasion permit authorizes the permittee to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of that property, and to serve those alcoholic beverages to the permittee's guests at a reception, wedding, party or other special occasion being held there. The permit may be issued to any individual other than the owner or possessor of the premises. An applicant for a limited special occasion permit shall have the written permission of the owner or possessor of the property on which the special occasion is to be held. Complete an Application for Limited Special Occasion Permit and submit with the \$50 fee.

Permits under this section are to be issued only for the limited circumstances and **not as substitutes for other retail permits**. Special one-time permits shall be valid only for the single transaction or the kind of activity specified in the permit and shall be subject to any conditions the Commission may impose as to the time, place and manner of the authorized activity. Denial or revocation of a permit under this section shall not entitle the applicant or permittee to a hearing.

Applications for a Special Occasion permits may be found at <http://abc.nc.gov/permits/special.aspx>.