



**VETERANS OF FOREIGN WARS OF THE UNITED STATES
CHARLES E. SWISHER POST NO. 1924**

1175 Old Stage Rd.
Fallbrook, California 92028

RENTAL APPLICATION AND AGREEMENT

(Please Print Clearly)

1. Date Submitted: _____ 2. Date of event _____

2. What type of event: _____

3. Event Times (inclusive of setup and clean up): Setup _____ Start _____ End _____ Clean _____

4. Renters Name: _____

Address: _____

City/State: _____ Zip Code: _____

Phone (Cell): Phone (Home/Work): _____

Email: _____

5. Where will the deposit be returned to: Same address as renters address?

Address: _____

City/State: _____ Zip Code: _____

Phone (Cell): Phone (Home/Work): _____

Email: _____

6. Renter is a: Non-member Member

7. Which areas of the hall will you be using during the event?

Hall and Upper restrooms Audio-Visual system Kitchen*

Outdoor grass recreation area Outdoor Patio Area

8. Anticipated event attendance: _____ (Note: hall capacity is 150)

9. Special Instructions:

Event Consultation, Basic Room Setup (no table linens) and use of the Hall's Wi-Fi are free. Rental of VFW Hall facilities are open to the Public on a 1st come, 1st served basis. Our #1 priority is service to VFW members and veterans at large. The date and hours are subject to the terms and conditions as set forth below.

Rental Rates

10. Hall Rental Rates: (Note: There is a three-hour minimum for all rentals.)

<u>BOOKING FEE</u> : \$50 per event and is Non-refundable. Cash / Check # _____	\$50
<u>SECURITY DEPOSIT</u> : \$200 Cash / Check # _____ (refunded 5 - 15 days after the event if there is no damage or additional cleaning required)	
<u>RENTAL FEE</u> 6:00 AM to 6:00 PM Day Rate \$90 Hour \$90 X _____ = 6:00 PM to 2:00 AM Evening Rate \$110 Hour \$110 X _____ = VFW Post 1924 Members receive a 35% discount -% _____ = Exceeding contracted time: \$120 per hour. Additional time will be rounded up to the next full hour.	
<u>A/V SYSTEM</u> : \$50 per event HDMI / VGA / iPod inputs are available	
<u>SECURITY GUARD</u> : \$35 per hour \$35 X _____ = (mandatory when over 100 persons attend the event)	
<u>Linen Rental</u> \$10 X _____ =	
SUB TOTAL	
Additional time \$120 X _____ =	
TOTAL	

NO OUTSIDE LIQUOR, OR BEER. WINE WILL BE SUBJECTED TO A CORKAGE FEE

Commercial Grade Kitchen: Is available for set up ONLY. No cooking or food preparation is allowed. Any misuse of the kitchen will result in forfeiture of security deposit.

Your event will not be confirmed until the Booking fee and security deposit received.

Rental Fees: Rental fees are due in full no less than 15 days before the Event date. An exception can be made ONLY for a Veteran's/Auxiliary Memorial Service.

ATTACH VFW RECEIPTS HERE

VFW Hall Rules, Regulations and General Information

1. Applicant is responsible for reading all information and for complying with all rules and regulations.
2. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the VFW Hall (refer to hereafter as “the Hall”).
3. Applications and deposits for the Hall will be accepted by the VFW Post Entertainment Committee Post 1924 1175 Old Stage Rd, Fallbrook, CA 92028; telephone (760) 728-8784. This Application does not grant any rights to Applicant or authorize Applicant’s use of the Hall until approved by Entertainment Committee Chair and/or Post Commander. The Post reserves the right to refuse use of the Hall to any person or group.
4. A \$50.00 non-refundable Booking Fee is required with this Application. The Booking Fee is in addition to and separate from the Hall rental fees.
5. The Post is not responsible for claims for personal injury or death, or for damage to or loss of property relating to rental of or occurring at the Hall property. **The VFW does not insure your event.**
6. Individuals or organizations granted use of the Hall agree to be responsible for any loss or damage caused by such use and agree to indemnify, defend, protect, and hold the Post harmless from all claims and damages arising from their use of the Hall.
7. The Applicant is certifying, on behalf of the organization applying to rent the facility that the organization will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the function to be held in City facilities in accordance with Resolution No. 5259 and Ordinance No. 1359.
8. No animals, except service dogs, are allowed in any area of the Posts facilities.
9. No smoking or open flames are allowed in the Hall facility. State Law prohibits smoking within 20 feet of public entrances.
10. The Post reserves the right to require security guards be present.
11. Applicant may not store items in the Hall prior to the event. Items left for more than 14 days after an event will be considered abandoned and shall become the sole property of the Post, which will be free to dispose of any such items as it sees fit.
12. On the date of the event, the Hall will be opened and closed by a representative of the Post. The Post representative shall have access to the facility at all times and shall not be excluded for any reason.
13. Posters and any publicity must be approved by the Post in advance. Unapproved publicity may be cause for cancellation.

14. The Post staff may photograph or videotape all attendees, including minor children and the Post may use such photographs or videotapes to promote Hall programs. All photos and videotapes will remain the property of the Post.

15. The Post shall have the right to list on the Post website the name, event, city and state of residence (no personal street address) of you and/or your organization along with a short quote from you.

16. ABC Board Law. No one under the age of 21 will be allowed to consume alcoholic beverages.

17. No alcoholic beverages will be consumed in the parking lot. Result will be immediate termination of your event and forfeiture of all fees.

18. Use of kitchen is NOT authorized. No cooking is allowed. Use of the Post kitchen by the renter must be coordinated with the post Entertainment Committee Chairman.

19. Window bar service is available. Inside bar (canteen) is for the private use of VFW members only must be coordinated with the post Entertainment Committee Chairman.

20. **No outside liquor, or beer can be consumed in the hall.** Any outside alcohol will be confiscated and disposed of. Outside Wine will be subjected to a corkage fee

Facility Information

1. The number of persons in the facility shall not exceed that number which is posted designating occupant load. Hall capacity is 150 including the outside patio area.

2. There is a possibility of power outages during rental events. The Post is not responsible or liable for power outages.

3. The rental includes the facility and available equipment, but does not include the grounds or areas outside the facility (some equipment requires a fee). Equipment and fixtures in the Hall may not be removed or altered under any circumstance. No structural or electrical changes to the Hall may be made. Use of the Hall's podium is allowed only with the VFW signage attached.

4. The Hall's dance floor is the only dance floor allowed. All music will be secured by 12:00 PM.

5. Noise levels within the Hall must not violate applicable City ordinances.

6. Dance wax, cornstarch, birdseed, glitter, rice, straw, sand, bubbles, fog, smoke, and similar materials are not allowed; if used, damage fees will be charged.

7. Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls unless adhered with blue painters tape or non-marking removable hooks. NO SCOTCH TAPE.

8. The Hall's parking spaces are reserved for VFW members and Tenants of the Hall.

9. A facility rental will not be granted (and any rental agreement will be cancelled) under the following conditions:

- a. Insufficient notice: When staff cannot be scheduled, when facilities cannot be prepared, or other conditions cannot be completed in the time between the date of the request and the date of the proposed Event.

- b. Hazardous Activities: When activities of a hazardous nature endanger persons or property.
- c. Prior Circumstances: When Applicant has mistreated the facility or violated facility use policies during a prior event.
- d. Failure to make rental payment within minimum times provided.
- e. Incompatibility with another facility reservation.

Cancellation Policy

1. If the reservation is canceled less than 30 days in advance of the event date, the entire rental fee will be forfeited. If no rental fee has been paid, the cancellation fee shall be the amount of the security deposit. Recurring Rentals must provide 7 days advance notice of a cancellation or the rental fee will be forfeited.
2. Cancellation of your reservation by Post will occur if:
 - a. The application is found to contain false or misleading information.
 - b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the Hall facility.
 - c. Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance.
 - d. If Applicant defaults on or has not completed all conditions and requirements for use of the facility.
 - e. If the facility is needed for emergency use.
 - f. Circumstances arising from natural disasters, power outage, or other unusual situation.
 - g. Failure to obtain required permits.
3. The Post shall not be liable to Applicant for damages in excess of the Rental Amount for any cancellation or breach by the Post.

Fees

1. Fees will be paid no later than 15 days before your event:
 - a. Rental fees and security deposits must be paid in full.
 - b. All permits, licenses and requests to have amplified sound must be submitted to the Post.
 - c. Plans for all decorations must be submitted to the Post and approved by this time.
 - d. If these requirements are not met at least 15 days before your event, the Hall reserves the right to cancel reservations without refund of fees or deposits paid.
2. Changes in reservation times, or equipment needs must be submitted at least 15 days before event date. Upon a request for change to your reservation, you will be provided a quote for any additional fees. Once you accept these additional fees, any subsequent cancellation will be subject to our cancellation policy.
3. The event times indicated on this rental agreement are the arrival and departure time and should include all room setup, caterer setup, decoration, and cleanup time for the event. Applicants are expected to vacate the facility promptly by the time specified on the rental agreement. If Applicant stays longer than the time specified in this rental agreement, Applicant agrees to pay for the extra time at the rate set forth in this rental agreement. All time is rounded up to the next full hour.
4. Additional time is not refundable.

Permits

1. All necessary permits must be obtained at least 30 days prior to date of event.
2. When alcoholic beverages are being served, the Post reserves the right to require the user to have security guards present.
3. Any group charging a fee must obtain a permit or license at least 30 days prior to the activity.
4. Selling food items requires a permit by the San Diego County Environmental Health Department.

Cleaning the Facility

1. The facility will be left in an "as found or better" condition. At the discretion of facilities staff, facility users may be required to secure extra trash dumpsters. Dumpsters must be rented 30 days prior.
2. Because people tend to "get out for air" during large gatherings and may leave debris behind, it is suggested that all applicants assign someone to check cleanup outside of the Post. A cleaning fee may be charged if outside cleanup is necessary.
3. The Applicant is liable for the replacement or repair of any fixtures, furniture or equipment damaged at the event. The Security Deposit paid by your group is for cleaning, damage, unscheduled time and overtime and is a refundable deposit if all conditions are met. Each group is REQUIRED to do the following:
 - a. All tables and chairs used by a group must be left clean.
 - b. All decorations must be removed and properly discarded. The use of thumbtacks, staples, nails, glue, or similar hardware or materials to hang decorations is prohibited.
 - c. A note for WEDDING RECEPTIONS--rice or bird seed cannot be thrown inside the Post or outside on the premises.
 - d. If the kitchen is used, the refrigerators, ovens, stove, grill, sinks, dishwasher, and countertops must be left clean
 - e. Recycling bins for aluminum, glass, plastic, and paper are available at the Post. We strongly encourage recycling. Please alert the event cleanup crew and/or caterer about our recycling effort.
4. The Security Deposit is refundable if the facility is properly cleaned and there are no unscheduled overtime charges, as determined by the House Committee event representative. Damages may be deducted from the Security Deposit if further cleaning services are required. Signing out does not guarantee a full refund. Any unused Security Deposit shall be refunded within 15 days after the event.

Fire Safety Rules

1. All decorative materials shall be made from a nonflammable material or be treated and maintained in a flame retardant condition by means of a flame retardant solution or process. Fire Department approval may be required. Decorations are not allowed in the lobbies or otherwise outside of the rented area. Table(s) used in a lobby must be pre-approved.
2. All exit doors shall be unlocked and shall not be obstructed by any means.

3. The number of persons in the Hall shall not exceed event capacity of 150.

4. No open flame devices, including candles, are to be used in any assembly area (Sterno™ is OK when used for catering). State Law prohibits smoking within 20 feet of public entrances.

THINGS TO REMEMBER

- Time is of the essence in this Rental Agreement. In the event of breach of this Rental Agreement and legal action is commenced, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred.
- This Application does not grant any rights to Applicant or authorize Applicant's use of the Hall until approved by House Committee Chair Person.
- Renter agrees to pay for any damage caused by this event by any renter or guest.
- No excessive consumption of alcohol. No drinking is allowed in the parking lot.
- No more than 150 guests are permitted to attend an event (Fire Department Regulations).
- Lack of respect for our property and rules will result in event termination without refund.
- At event conclusion property will be cleaned and inspected in accordance with the Hall Rules and Regulations which are incorporated as a part of this Rental Application and Agreement.
- Renter represents and warrants that all of the information provided by Renter in this Application is true and correct, and has read, understands, and will comply with the VFW Hall Rules and Regulations. I am authorized to make this Application on behalf of the organization.

The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall.

Name of Applicant _____

Signature _____

VFW Post 1924 Representative _____

Signature _____