

850 N. St. Vrain Ave. PO Box 127 Estes Park, CO 80517 970-586-6118

# Rental Application and Agreement

(Please print clearly)

1.	Date Submitted:		
2.	Have you rented from us before?		
	If yes, please indicate date and name of the function:		
	If No. How did you hear about us?		
3.	Renter:		
	Address:		
	City/State:	Zip Code:	
	Phone (cell):	Phone (home/work):	
	Email:		
4.	Additional Contact Person:	tional Contact Person:	
	Address:		
	City/State:	Zip Code:	
	Phone (cell):	Phone (home/work):	
	Email:		
5.	Renter is an Individual Organization	– type:	
6.	Event Date(s)		
	Event Times: Setup Event Start	Event EndClean-up done	
7.	Event description:		
8.	Event Attendance: (Hall accommodates 100-120, tables and chair	s available for 120 arranged without dance flo	

Your event will be confirmed upon receipt of your \$300.00 security deposit.

## **Legion Rules and Regulations**

#### **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 hall.
- 3. Applications and deposits for the hall will only be accepted by the American Legion Post 119's agent, Dottie Allen, Finance and Operations Manager at 850 N. St. Vrain Ave., Estes Park, CO 80517, or by mail at PO Box 127, Estes Park, CO 80517.
- 4. This application does not grant any rights to Applicant or authorize Applicant's use of the Hall until approved by a representative of the Post. The American Legion reserves the right to refuse use of the Hall to any person or group.
- 5. The American Legion and Post 119 are 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 Post 119 property.
- 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 American Legion Post 119 harmless from all claims and damages arising from their use of the Hall.
- 7. No animals, except service dogs, are allowed in the Hall facility.
- 8. No smoking or open flames are allowed in or around the Hall facility. Smoking is allowed in the Beer Garden in the front of the building.
- 9. The American Legion Post 119 reserves the right to require that security guards be present at the expense of the renter.
- 10. Applicant may not store items in the hall prior to the event. Items left for more than 24 hours 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. Any cost of disposal will be deducted from Security Deposit.
- 11. On the date of the event, the Hall will be opened and closed by a representative of Post 119. The Post representative shall have access to the facility at all times and shall not be excluded for any reason.
- 12. The Hall is located in the American Legion Post 119 building. Post 119 is a private club and members of the club shall have access to the building lounge area during the event.
- 13. Posters and any publicity must be approved by the Post in advance.
- 14. The Post staff may photograph or videotape all attendees, including minor children and the Post may use photographs or videotapes to promote American Legion programs. All photos or videotapes will be the property of the Post.

- 15. No alcohol may be brought into the club by the applicant or their guests. The Post reserves the right to shut down the event if this rule is broken, with no refund of fees.
- 16. The event times indicated on this rental agreement are the arrival and departure time and should include all room setup, decoration and cleanup time for the event. Applicants are expected to vacate the facility promptly by the time specified on the rental agreement.

### **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.
- 2. Cancellation of your reservation by the American Legion will occur:
  - a. If the application is found to contain false or misleading information.
  - b. If the proposed use would be detrimental to the health, safety, general welfare or efficient operation of the Hall or Legion Post.
  - c. If any individual, group, member or guest has willfully or through gross negligence, mistreated the staff, the equipment or facility, or violated state or local ordinance.
  - d. If the applicant has failed to make rental payment within minimum times provided.
  - e. If the applicant defaults on or has not completed all conditions and requirements for use of the facility
  - f. If the facility is needed for emergency use.
  - g. If circumstances have arisen from natural disasters, power outages, or other unusual situations.
- 3. The American Legion 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. Reservation will not be confirmed until security deposit is received.
- 2. No later than 30 days prior to your event:
  - a. Rental fees and security deposit must be paid in full.
  - b. All permits and licenses (when necessary) must be submitted to the Post.
- 3. If these requirements are not met at least 30 days before your event, the Post reserves the right to cancel the reservation without refund of fees or deposits paid.

### Cleaning

- 1. The Hall will be left as found. All decorations, food, and other property of the Applicant will be removed. There will be no storage in the Hall.
- 2. The Post will sweep and wet mop the floor and dispose of trash as part of the rental fee. Any cleaning required beyond that will be charged to the Applicant and deducted from the security deposit.