

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 Point of Contact:
	Address:
	City/State: Zip Code:
	Phone (cell): Phone (home/work):
	Email:
5.	Renter: Individual Organization. Type (e.g., non-profit, Post member):
	Event Date(s) Times: Setup Start End Clean-up complete
	Event description:
	Attendees: (Hall fits 100-120: available for 120 with tables/chairs and without dance floor)

Event is confirmed upon receipt of \$200.00 security deposit.

## **Legion Rules and Regulations**

## **General Information**

- 1. Applicant is responsible for reading all information and 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 facilities at Circle 119 ("the facilities).
- 3. Application and deposit will be accepted by the American Legion Post 119's agent in-person at 850 N. St. Vrain Ave., Estes Park, CO 80517, by mail at PO Box 127, Estes Park, CO 80517, or by email to <a href="mailto:epal@esteslegion.org">epal@esteslegion.org</a> and Paypal transfer at <a href="www.esteslegion.org">www.esteslegion.org</a>.
- 4. This application does not grant any rights to Applicant or authorize Applicant's use of the facilities until approved by a representative of the Post. The American Legion reserves the right to refuse use of the facilities 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 facilities.
- 6. Individuals or organizations granted use of the facilities 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 facilities.
- 7. No animals, except service dogs, are allowed in the facilities.
- 8. No smoking or open flames are allowed in or around the facilities. Smoking is only allowed outside the building, 15' away from the access points.
- 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 facilities 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 facilities 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. Posters and any publicity must be approved by the Post in advance.
- 13. 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.
- 14. 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.

15. The event times indicated on this rental agreement are the arrival and departure time and should include all room setup, decoration and clean-up time for the event. Applicants will 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 the 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 facilities or the 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 119 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 facilities.
- The Post will sweep and wet mop the floor and dispose of trash as part of the cleaning fee. Any cleaning required beyond that will be charged to the Applicant and deducted from the security deposit.