

AMERICAN LEGION IROQUOIS POST 1587 RENTAL AGREEMENT

AMERICAN LEGION
IROQUOIS POST 1587
12897 Route 438
Irving, NY 14081

americanlegioniroquoispost1587@gmail.com
(716) 532-1587

Times Slots: 7am-12noon; Noon-5pm; 5pm-11pm

Date(s) to be rented: _____ Time of day to be rented: _____

Type of function to be held: _____

Name of Renter: _____

Address: _____

Phone Number: _____ Email: _____

Member Number: (Legionnaire, Auxiliary, & SAL): _____

Member Discount is only for current Year membership eligibility personnel.

Examples: Current membership window opens between JUL-DEC each year & must show card.
Sponsorship rentals is strictly prohibited, and violators will lose their rental privileges.

RENTAL AGREEMENT

AGREEMENT: This agreement is between American Legion Iroquois Post 1587 (Post) and _____ (Renter) for the use of American Legion Post 1587 Meeting Hall located at **12897 ROUTE 438, IRVING, NY 14081** (Venue), is entered into on this _____ day of _____, 20____, and constitutes the entire agreement between the parties. This Agreement shall not be changed or amended except in writing, signed by both parties and attached to this agreement. Any such written changes or amendments to this agree shall become a part of this Agreement for all intent and purposes.

FACILITIES PROVIDED: The Post agrees to furnish to Renter, on the agreed upon date, the use of the Venue. Said Venue holds approximately 100 people. The Post will furnish whatever number of chairs and tables it has available on the rental date. It is the Renter’s responsibility to determine if the number of table and chairs available are enough for the Renter’s use and if not, it is the Renter’s responsibility to provide any additional chairs and tables at the Renter’s sole expense. As a courtesy, the Post may make available to Renter the kitchen located in the hall, which will require an additional fee of \$100. Said kitchen has assorted expensive commercial appliances which will require Post member monitoring or oversight. The Post does not warrant or guarantee the sufficiency or function of any item in the kitchen. **Renter’s Initials** _____.

TYPE OF RENTALS: The Venue is normally rented for social functions with family and/or friends. The 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 additional fee will apply unless arrangements have been made with the Post Executive Committee for a Veteran/Youth Professional Courtesy use event.

NOTE: The Post is a non-political/non-sectarian and shall not be used for partisan principles.

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DEPOSIT: A \$500.00 deposit is required at the time this rental agreement is signed. The deposit is refundable provided the Renter fulfills all the agreement requirements. **Renter's Initial** _____.

RENTAL RATE AND POSSESSION: General Public (Non-members) is \$400.00 and for current members (Legion, Auxiliary & SAL Membership with most current membership card) is non-refundable \$200.00. Payment must be received in full at least two (2) weeks before the event is scheduled. On the day of the function for which the Venue is rented, the Renter may take possession and use from either 7am until 12noon or 12noon until 5pm or 5pm until 11pm (exception to this agreement must receive prior approval by the Post Executive Committee). The Renter must be present to secure and gain access to the Legion hall on time. If the hall is not rented the day prior to Renter's function, Renter may be allowed to make limited arrangements for an additional charge of \$50.00 and No glitter décor will be allowed. **Renter's Initial** _____.

Any continued possession of the premises beyond the terms hereof by Renter shall be deemed possession of the premises by Renter beyond the term of the rent agreement, and Renter will be charged an additional sum of \$100.00 per hour for any hour of time (minimum charge of 1.0 hour) in excess of the agreed-upon rental term. **Renter's Initial** _____.

Renter shall be present and responsible for the venue until completely out of the facility. This includes clean-up requirements and Post return clearance. Any caterers, or any other persons retained by the Renter must be out prior to the end of the rental. **Renter's Initials** _____.

FUNERAL RENTALS: All verified honorably discharged deceased veteran family will NOT be charged a rental fee. However, the family is solely responsible for providing luncheon food items to include the paper & plastic ware and should appropriately consider a donation to the Post not to exceed \$200. Funeral rentals for public use will be reduced to a non-refundable \$300 rental fee and the family is solely responsible for providing the luncheon food items to include paper and plastic ware. The Legion & Auxiliary shall be available to assist in fallen comrade catering activities. **Renter's Initial's** _____.

SECURITY: Any rental that will include alcoholic within or around the Legion property for consumption during the rental MUST receive prior approval from the SNI Council and commit to the NYS permit compliance requirements and have two (2) security personnel during the stated rental time frame. The two (2) security personnel will be assigned by the Post and a \$40 per hour charge will be added to the Renter's rental fees. **Renter's Initial** _____.

BEVERAGES: Renter must submit a beer and wine permit with this agreement at least 15 days prior to the event. Hard liquor beverage sales are strictly prohibited within and around Legion Post property. Any Renter that plans to have alcohol must indicate on the rental agreement and MUST plan to have two (2) security Post members at the Renter's security expense. Failure to notify the Post that the Renter will have or brings alcohol on the property will forfeit the deposit and will lose all future rental privileges. NO ALCOHOL WILL BE BROUGHT ON POST PROPERTY BY RENTER OR RENTER'S GUEST. **Renter's Initial** _____.

AMERICAN LEGION IROQUOIS POST 1587 RENTAL AGREEMENT

DEPOSIT REFUND: Deposit refund will NOT be prorated, if the Renter fail to fulfill all the requirement of the Agreement, then the Renter's deposit SHALL NOT be refunded. Further, if the Post is required to expend funds in excess of Renter's deposit due to the Renter not fulfilling the requirements listed below, then Renter explicitly agrees to reimburse the Post for the excess funds spent by the Post.

VENUE REQUIREMENTS: Renter's deposit and/or facility use responsibilities:

1. The Venue is smoke free. Tobacco use, including smokeless tobacco is prohibited.
2. Fireworks or pyrotechnics are prohibited inside, outside and/or around the facility.
3. All trash must be placed in trash cans during the function and all trash must be taken to the dumpster located behind the building.
4. Tables and chairs must be cleaned, wiped down, folded, and placed back in the designated area after the function. Place chairs on tables and do NOT fold the tables.
5. The kitchen and all equipment shall be left in a clean and sanitary condition after the event.
RENTER'S WILL NOT DISCARD ANY GREASE WITHIN THE LEGION SINKS!
6. Post property shall NOT be removed before, during or after the Renter's venue function.
7. All Venue facility rentals must be left in the same condition after Renter's function as they were prior to the Renter's function, normal wear and tear accepted. This includes cleaning all tables and chairs; sweep & mop all floor surfaces (including restrooms), clean entry windows; and vacuum entry rugs; and return cleaning room in a tidy condition.
8. Renter must turn off all lights and lower heating/air conditioning in facility when departing.
9. Nothing can be temporarily affixed to any painted surface in the Venue or any room. Duct tape or adhesive backing tape must not be used. Any props, equipment or other items brought into the venue at the request of the Renter must be removed by the Renter upon completion of the use of the Venue. All balloons must have loops tied in ribbon strings. No glitter will be used.
10. Maximum capacity is 100 personnel and MUST meet any COVID CDC & SNI guidelines.
11. Renter is responsible for the conduct of the Renter and Renter's guests while they are on Post property. Renters and Renter's guests are strictly prohibited from any misconduct while on Post property that is in violation of house rules, local laws, and ordinances, i.e. (fighting, excessive loud music, disorderly conduct, or vandalism) in the Venue or on any Post property. Minors are not allowed in the lounge area nor allowed to horseplay or loiter outside the Venue or Post.
12. Rental cancellations made less than 14 days will be given one-year to re-schedule based on availability to avoid forfeiture of deposit. (see cancellation policy on page 4)
13. All alcohol beverages must be off the tables no later than 15 minutes prior to the Renter leaving the Venue. **Renter's Initial for Deposit Refund items 1-12 above _____.**

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CLEAN UP POLICY: If Renter falls to complete all refund checklist items, a clean-up charge of \$100.00 will be assessed, this fee will be taken from the \$500 deposit. **Renter's Initial** _____.

DAMAGES TO THE FACILITY/TABLES/CHAIRS: Replacement cost for each chair is \$25.00. Replacement cost for each table is \$150.00. Any marks, dents or holes to the walls of the facility will be calculated at market rate to fix the damage(s). **Renter's Initials** _____.

OTHER TERMS AND CONDITIONS Waiver of Liability:

1. Renter understands the Post is not responsible for the loss or damage to any equipment or supplies of the Renter.
2. 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, CDC COVID control hazards, death or property damage in connection with rental by the Post to the rental of 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 representatives, servants, officers and employees, including but not limited to, negligence, gross negligence, strict liability, breach of express 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).
3. 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.

VENUE/ATTORNEY FEES: This Agreement is performable on the Cattaraugus Territory, Irving, New York and should either party commence litigation to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable Attorney's fees, court, and other costs. **Renter's Initial** _____.

CANCELLATION POLICY: Deposit will be forfeited if cancellation of the event is made less than 14 days prior to the event or reschedule within one-year. If cancellation is made more than 15 days prior to the event shall result in refund of any deposit paid. **Renter's Initial** _____.

SEVERABILITY: Should any part of the Agreement be held unenforceable by a Court of competent jurisdiction, then the unenforceable portion of the Agreement shall be severed from this Agreement and not affect the validity or enforcement of the balance of this Agreement. **Renter's Initial** _____.

I (we) DO / DO NOT (circle one) plan to have or serve alcoholic beverages during our rental. **Renter's Initials** _____.

I (we) the undersigned have read, understand, and agree to all the terms and conditions contained in this five (5) page Rental Agreement. **Renter's Initial** _____.

AMERICAN LEGION IROQUOIS POST 1587 RENTAL AGREEMENT

By signing this Rental Agreement, Renter acknowledges having read and comprehends and understands that this Rental Agreement (pages 1-5) and is binding on both parties and/or the organization(s) they represent.

Renter's Signature

Post Representative Signature

Date

Date

EMERGENCY CONTACT INFORMATION:

Venue Possession Adjustments

Commander: _____

Alternate **DATE** Change _____

Vice Commander: _____

Alternate Venue Time Change _____

AG: _____

Alternate Venue Time Change _____

Executive Post Member: _____

Start: _____ End: _____

Fire/Ambulance: _____ 911 or (716) 532-9794

Law Enforcement/Marshalls: 911 or (716) 532-3040

ALL FEES & PAYMENTS MUST BE BY CHECK OR MONEY ORDER:

Written out to: "Iroquois Post 1587"

Post use only

Date Deposit Paid _____

Receipt No. _____

Amount of Deposit Paid _____

Date Rental Paid _____

Receipt No. _____

Amount of Rental Paid _____

Kitchen Use Fee _____

Requires a Post Member Monitor

Cleaning Fee _____

Security Fee _____

Post Executive Member Receiving Agreement (Print): _____

DATE: _____ TIME: RECEIVED: _____

TOTAL AMOUNT RECEIVED: _____ Check or Money Order#: _____

ALL MONIES RECEIVED MUST BE DEPOSITED NOT LATER THAN ONE BUSINESS DAY!