



Daniel Simpson American Legion Post 630 Rental Agreement

This agreement, dated as indicated next to the signatures below, is entered into by and between the Owner, the Elburn American Legion Post 630 Building Association, and the renter, the for the express purpose of the limited rental in the American Legion Building, 112 N. Main Street, Elburn, Illinois, subject to the restrictions and mutual promise and covenants contained herein.

Owner:

Elburn American Legion Post #630
Building Association
112 N. Main Street
Elburn Illinois 60119

Renter: _____

(Organization/Business)

(Name of Responsible Person)

(Street Address)

(City) (State) (Zip Code)

(Area Code) (Phone Number)

Purpose of Rental: _____

Hours of Rental: _____ to _____

Bar Hours: _____ to _____

*Special Requests: _____

*Special requests will be considered, but not guaranteed.

Estimated number of Attendees: _____

Rental Date(s) _____

Base Rental Fee \$ _____

Bartender Fee \$25/hour \$ _____

(consumed beverages are additional costs per bar menu)

Kitchen Rental Fee \$50 per event \$ _____

Total Rental \$ _____

(Less Consumed Beverages expenses)

Deposit & Base Rental \$ _____

Balance Due \$ _____

(To hold your event date, base rental & refundable deposit fee due 30 days prior to event) (Balance Due one week prior to event.)

By signing below, Renter affirms that the information contained herein is true and accurate, and further does promise and agree that the use, enjoyment and occupancy of the premises shall be in accordance with the restrictions contained in the attached documents. Renter further states that by signing this Agreement, Renter has read the restrictions/attachments (3) contained with this Agreement, and agrees to fully comply with same.

Elburn American Legion Post #630
Building Association

(Authorized Owner Signature)

(Date)

(Renter Signature)

(Date)

Please make Check Payable to: **Elburn American Legion Post #630**
Send Check and Correspondence to: Elburn American Legion (Rentals)
112 N. Main Street
Elburn IL 60119

American Legion Phone # (630) 365-6530
Building Manager # (630) 330-4880

1. **NO EXCLUSIVE RIGHT TO POSSESSION:** Renter agrees and acknowledges that nothing in this agreement shall be construed to constitute permanent right to the use and possession of the premises. Owner reserves the right to the use and possession of the premises at all times, including the dates and times when Renter is entitled to the use and possession of the premises. Renter further acknowledges the owner reserves the right to evict Renter, its guests, agents, employees, or assigns, from the premises at any time during the subject period of this Agreement, for any reason, with or without cause. In the event Owner chooses to evict Renter prior to the expiration of the terms of this Agreement, Renter shall not be entitled to any refund of any funds paid pursuant to this Agreement, other than the Cleaning Deposit, subject to the provisions of Paragraph 2 below.
2. **CLEANUP DEPOSIT:** Renter has been requested to give a damage deposit pursuant to this Agreement. Return of this deposit is contingent upon Renter returning the premises to its original condition upon vacating the premises. Renter agrees and acknowledges that after Renter, its guests, agents, employees, or assigns, vacate the premises, Owner shall conduct an inspection of the premises. In the event any cleaning or repairs are necessary as a result of any action, activity, or reasonable cost of such cleaning or repair from Renter's Cleaning Deposit. In the event that the costs of said cleaning or repairs exceed the amount of Renter's Deposit, Renter shall promptly pay Owner the cost of said cleaning and/or repairs. Failure to do so within five (5) days notice by Owner shall be considered a breach of this Agreement, and Owner shall be entitled to pursue any remedy it may have against Renter, either at law or in equity.
3. **RENTER TO OBEY ALL LAWS:** Renter promises and agrees to obey and comply with all state and federal laws, and all local ordinances, in connection with the use of the premises, and shall insure that its guests, agents, employees, and assigns follow same. If at any time Renter, its guests, agents, employees, or assigns, violate any federal, state, or local law, said violation shall be considered a breach of this Agreement.
4. **COVENANT NOT TO SUE:** Renter acknowledges that Owner is a charitable and patriotic organization, and is offering rental of the premises as a service to the community at a greatly reduced rate. As such, Renter promises and covenants not to sue, either in law, equity or otherwise, Owner, its directors, officers, members, agents or assigns, for any damages that Renter, its guests, agents, employees, or assigns may suffer as a result of the negligence or other actions of Owners, its directors, officers, members, agents or assigns.
5. **INDEMNIFICATION AND HOLD HARMLESS:** In the event any action at law is brought against Owner, its directors, officers, members, agents or assigns, or Owner suffers any damages either at law, equity or otherwise, as a result of the negligence, or other actions of Renter, its guests, agents, employees, or assigns, Renter promises to indemnify and hold harmless Owner from same, including payment of Owner's reasonable attorneys' fees and costs associated thereto.
6. **NO WARRANTIES:** Renter agrees that the use and occupation of the premises is as is, and Owner makes no warranties or representations regarding the suitability of the premises for any particular purpose or use of Renter in connection with this Agreement.
7. **EFFECT OF BREACH:** If at any time, Renter uses the premises in contravention of the purposes stated in this Agreement, or if Renter, its guests, employees, agents, or assigns fail to comply with any term or provision of this Agreement, same shall be considered a breach of this Agreement, Owner shall take immediate and exclusive possession of the premises, and Owner shall be entitled to pursue all remedies it may have against Renter, at law, equity, or otherwise. Owner shall further be entitled to recover from Renter its reasonable attorneys' fees and costs associated in prosecuting or defending any action relating to this Agreement.



Daniel Simpson American Legion Post 630

HALL RENTAL COSTS:

Hall rental fee: \$200.00

Member & Auxiliary hall rental fee: \$50.00

Not-for-profit hall rental fee: \$100.00

All rentals require a deposit of \$175.00. Deposit will be returned after inspection of hall.

HALL RENTAL RESTRICTIONS:

- No Smoking anywhere in the building. Smoking is only allowed outside the building 15' from any door.
- No outside alcohol of any type allowed. Alcohol must be purchased through the American Legion bar service.
- Alcohol may not be removed or consumed beyond posted signage.
- Nothing may be hung or taped on the walls or floor.
- You may hang paper decorations from the ceiling.
- No fog machines may be used.
- No confetti of any type may be used.
- Premises may not be used to promote any Federal, State or local politician, or political party. Anti-American organizations or any other persons or organizations that are not aligned with the beliefs and values of The American Legion will not be allowed.
- **All rentals must be completed and cleaned up by 12 midnight.**

HALL RENTAL INFORMATION:

Tables, chairs and set up provided

Not provided; coffee, coffee pots, cups, tableware, napkins, plates, centerpieces, etc.

D.J.'s are allowed.

THE LEGION RESERVES THE RIGHT TO MONITOR ALL RENTER ACTIVITIES.

American Legion Post 630

Bar Service Information

Bar service is \$25 per hour or any fraction thereof, with a three-hour minimum. Opening and closing times for the bar shall be set at the time of booking. **Bar will close 1 hour prior to conclusion of rental, but no later than 11:00 pm** Any changes to opening and closing times shall be at the discretion of the bartender. Any additional time shall be paid for immediately.

No outside alcohol allowed. All alcohol shall be purchased from the Elburn American Legion Post 630. Any unopened water or soft drinks purchased in advance of your event may be removed at closing time.

**LIQUOR AND ALCOHOLIC BEVERAGES MAY NOT LEAVE THE PREMISES
OR BEYOND POSTED SIGNAGE AT ANY TIME.**