

**Veterans of Foreign Wars Post 6115
Agreement for Rental of Hall**

**DATE WILL NOT BE RESERVED / BOOKED UNTIL FULL RESERVATION
DEPOSIT AND COMPLETED RENTAL AGREEMENT ARE RECEIVED**

This Rental Agreement (the "Agreement"), by and between Veterans of Foreign Wars (VFW) Post 6115 ("Lessor (VFW)") and ("Lessee") (together, the "Parties") is as follows:

WHEREAS, the Facility is owned and operated by Lessor, Veterans of Foreign Wars Post 6115 (VFW), and Lessor (VFW) desires to maintain the Facility (Hall) as a meeting place and to continue to apply the proceeds to support ongoing philanthropic activity;

NOW, THEREFORE, the Parties agree as follows:

1. SCHEDULED EVENT.

a. Lessor (VFW) agrees to present the Facility in clean and usable condition for use by Lessee.

b. Lessee agrees that use of the Facility is subject to the terms set forth in the entire Agreement and will be limited to the function and times described as follows (the "Event"):

Lessee: _____ Date of Function: _____

Address: _____ Start Time: _____ End Time: _____

City, State, Zip Code _____ Type of Function: _____

Home Phone: _____ Estimated # of People: _____

Work Phone: _____ Alcohol Consumed: Yes No

Mobile: _____ Food Served: Yes No

Email: _____ Bar/Beverage Service: Yes No

c. Lessee agrees that Facility preparation and/or decoration and provision of food are the sole responsibility of Lessee. Lessee shall not bring any cooler of any size or type to the event or on VFW property without expressed written permission of the Lessor.
_____.

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2. USE PERIOD/EXCLUSIVITY.

a. Subject to Lessor (VFW) consent, the period of use by Lessee (together the “Parties”) the “Use Period” will include a period of time between 12:00 p.m. and 11:30 p. m. (Weekends Friday & Saturday) and 12:00 p.m. and 10:30 p.m. (Weekdays Sunday to Thursday). *Special arrangements may be made for morning rentals. All guests, including musicians, caterers, decorators, etc., must be out of the facility by the End Time. Failure to vacate by scheduled time will result in loss of deposit(s).*

b. Lessee shall at no time enter the Facility without permission from Lessor (VFW) except during the Use Period or other times, if any, permitted in accordance with the Agreement.

c. Lessee’s use of the Facility is not exclusive, and Lessor (VFW) and any employee or agent of Lessor (VFW) may access the Facility at any time for any purpose.

3. DEPOSIT / FEES

a. Reservation Deposit.

A Reservation Deposit (the “Deposit”), in an amount determined according to the Fee Schedule set forth in section 3.b. below, is due upon execution of the Agreement to reserve the Facility and to secure Lessee’s performance under this Agreement. The Reservation Deposit is separate from the Other Fees, as hereinafter defined, and Lessee may not have the Deposit applied to the amount of Fees due.

b. Other Fees.

The Amount of the fees (collectively, the “Fees”), will be determined according to the following Fee Schedule:

	Weekday	Weekend
	Sunday - Thursday 8:00 a.m. - 10:30 p.m.	Friday & Saturday 12:00 p.m. - 11:30 p.m.
Non-Member Rental Fee	\$1,200.00 first four hours \$250.00 each additional hour	
Reservation Deposit	\$400.00 Deposit to reserve date/time. Will be applied to Rental Fee. Refundable if reservation is canceled more than 45 days in advance less \$100 processing fee.	
Damage Deposit	\$500.00 Refundable once physical damage is cleared or assessed after the event minus applicable charges.	
Cleaning Deposit	\$400.00 Refundable based on the amount of cleaning required. (If cleaning is required, deposit will be reduced at \$50 / hour)	

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Additional Fees:

Public Address System Fee	\$150.00 per event
Security Fee	\$500.00 per event
Bar/Beverage Service Fee (beer, wine, malt beverages, softdrinks, setups, ice, etc.)	\$120.00 for initial \$99 tab plus 20% gratuity on all bar sales

c. Payment.

The Rental fee for the use of the Facility (the “Rental Fee”), as determined by the Fee Schedule above, is payable by Lessee at least thirty (30) days prior to the Event. Failure to pay the Rental Fee in full by the due date will result in loss of the Deposit and termination of the Agreement, in which case any partial Fees paid by Lessee, (less deposit) will be refunded. See cancellation policy at section 7.0.

Any additional charges assessed for damage will be deducted from the deposit. If damage charges exceed the deposit amount, the balance is due within ten (10) business days from the date of invoice.

Payments must be received by Lessor (VFW) by the applicable due date at Lessor (VFW)'s address at: PO Box 188, Elgin, Texas 78621.

4. RULES AND PROCEDURES.

THE FACILITY IS UNDER VIDEO SURVEILLANCE AT ALL TIMES

a. ALCOHOL USE.

Lessor (VFW) reserves the right to prohibit the use or service of alcohol at any function in its sole discretion. Consumption of alcohol on the property is allowed only with Lessor (VFW)'s permission, by prior arrangement, and only inside the building. Alcohol may not be consumed in the parking lot or driveway of the Lessor.

Lessor (VFW) shall pay for security to be present at such time as liquor or alcohol spirits is served at the Facility. **Lessee shall not serve liquor or alcohol spirits without VFW security being present. If alcohol was not authorized for the party and found to be present at the event, lessor may terminate the party at once. In addition no illegal substances are permitted on VFW property, if said substance is found lessor will terminate the party at once.**

Failure to notify the Lessor (VFW) of alcohol usage in advance will result in the forfeit of the Lessee's entire deposit(s). The Lessee is responsible for ALL alcohol consumption on the premises, including alcohol brought onto the premises by guests or others persons.

Lessee agrees to arrange with the VFW 6115 Canteen Manager to provide bar service; including beer, wine, malt beverages, soft drinks, setups, ice, bottled water, etc. **No outside beverages**

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may be brought into any rental function except for liquor or alcohol spirits as mentioned above. All bar sales after the initial tab is exhausted, will be assessed a 20% gratuity for service provided.

Alcohol will not be permitted at functions for, or serving primarily, underage guests, as determined at the sole discretion of the Lessor (VFW). Underage drinking will not be tolerated. Failure to comply with this paragraph constitutes an event of default and will result in the immediate termination of the Agreement.

b. Lessee must not cause or permit the Facility to be used in any way that constitutes a violation of any law, ordinance, rule, requirement or government regulation or order, or in a way that annoys or interferes with the rights of Lessor (VFW), or that constitutes a nuisance or waste, and includes exceeding posted occupancy of the building.

c. By initialing in the spaces provided below, Lessee acknowledges its agreement to comply with the following additional rules and procedures adopted by Lessor (VFW) concerning use of the Facility:

___ Lessee must identify themselves to the security officers on duty as the responsible party for the event.

___ Named lessee must be present for the entire event.

___ Kitchen facilities are intended for warming and serving of food and non-alcoholic drinks only. Use of gas fueled cooking devices is absolutely prohibited. Preparation of food must be done outside the facility.

___ Tape must not be applied to light fixtures, fans or walls, and any tape applied to tables or chairs must be completely removed.

___ Use of staples and nails is prohibited.

___ Existing items may not be removed, altered, nor may other items be attached to the interior of the building using any means.

___ Smoking is prohibited inside the VFW building.

___ Tables and chairs must remain inside the facility.

___ In order to preserve the integrity of the concrete flooring, tables, chairs, boxes or other items may not be dragged across the floors.

___ Noise from music and guests must be maintained at a reasonable level in accordance with State law. In the event of complaints to the Bastrop County Sheriff based on excessive noise from music or guests, the function may be terminated at the sole discretion of the Lessor (VFW).

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____ Lessee must vacate the Facility (including kitchen and bathrooms and the outside of the Facility) in substantially the same condition of the Facility prior to Lessee's use of the Facility and must ensure that all decorations, garbage, boxes, food (including canned items, items in the refrigerator, and items provided by caterers/servers) are properly disposed of. The dishwashing sinks at the Facility will not handle food waste or grease. Trash must be disposed of in the dumpster in front of the Facility.

IF LESSEE FAILS TO REMOVE ALL ITEMS FROM THE FACILITY, AN ADDITIONAL FEE WILL BE CHARGED FOR REMOVAL. LESSEE WILL BE LIABLE FOR ANY EXTRAORDINARY CLEAN-UP COSTS AND ALL NECESSARY REPAIRS.

____ All guests, including musicians, caterers, decorators, etc., must vacate the facility by Midnight on weekends and 11:00 p.m. on weekdays. Failure to vacate by these times will result in forfeiture of deposit(s).

____ The number of guests must be limited to the number indicated in the Agreement. In the event the number of guests exceeds the number indicated in the Agreement, the Fire Marshal may restrict or terminate the function at its sole discretion.

____ Lessee must not have in the Facility any article or thing of a dangerous, flammable, or explosive character, including, but not limited to, firearms or fireworks of any kind.

____ No candles or other open flame devices can be used as decorations. This includes floating candles and candles in enclosed containers.

____ Confetti, glitter, or other shredded materials are prohibited.

____ Only birdseed may be thrown at wedding receptions and only on the outside of the building.

____ No animals of any kind, other than service animals, are allowed on the premises at any time.

____ Lessee will be responsible to coordinate securing the Facility when leaving if Lessor (VFW) or Lessor (VFW)'s representative is not present.

____ No fog / smoke machines are allowed inside the building. Emergency lighting and alarm systems will alert if such machines are used.

____ Use of balloons is discouraged. Lessee will be responsible for any damage due to tangled balloons, or for removal of balloons from ceilings or air conditioner vents. Lessee will be charged for damage or removal of balloons from the facility.

____ Any damage beyond the deposit amount will be charged to the credit card provided.

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5. DEFAULTS.

Lessee will be in default of the Agreement if Lessee fails to fulfill any material obligation or term under the Agreement. Lessee default will entitle Lessor (VFW) to terminate the Agreement and retain the Deposit(s). If the default and termination occur on the date the event is scheduled to occur or during the progress of the Event, Lessee will be liable to Lessor (VFW) for all Fees.

6. REFUND OF DEPOSIT.

The Deposit will be returned by mail within thirty (30) calendar days after the Event, subject to Lessee fulfilling all obligations under the entire Agreement, and provided that there is no damage or injury to the Facility or the property on which the Facility is situated. Lessor (VFW) may apply the Deposit to repair any damage or injury, or to pay any expense or liability incurred by Lessor (VFW) as a result of Lessee's use of the Facility. Any charges for damage repair, additional time used, etc, may be deducted from the Lessee's deposit refund as well. Lessor reserves the right to charge any additional damage beyond what has been collected for the damage deposit to the credit card provided by the lessee.

7. CANCELLATION.

Lessee must notify Lessor (VFW) of cancellation at least forty-five (45) days prior to the scheduled Event. A processing fee of \$100.00 will be charged. Cancellation with less than forty-five (45) days' notice will result in loss of Reservation Deposit.

8. INDEMNITY REGARDING USE OF PREMISES.

Lessee agrees to indemnify Lessor (VFW) against and hold Lessor (VFW) harmless from any and all costs, claims or liability arising from:

- (a) Lessee's use of the Facility;
- (b) The conduct of Lessee or its guests or anything else done or permitted by Lessee to be done in or about the Facility;
- (c) Any default in the performance of Lessee's obligations under the Agreement;
- (d) Any misrepresentation by Lessee under the Agreement; or
- (e) Any negligence, gross negligence, or intentional misconduct of Lessee. Lessee will be responsible for any reasonable legal fees or costs incurred by Lessor (VFW) in connection with any such claim. Lessee assumes all risk of damage to the Facility or injury to persons in or about the Facility arising from any cause, unless caused by other persons not associated with Lessee or caused by Lessor (VFW)'s gross negligence or willful misconduct, and Lessee waives all such claims against Lessor (VFW). Lessor (VFW) is not liable to Lessee for acts of God or condemnation proceedings rendering the Facility unusable by Lessee, and such will result in automatic rescission of the Agreement. As used in this section, the term "Lessee" includes Lessee and Lessee's guests or other invitees or representatives in any capacity. This provision will survive any termination of the Agreement.

9. ASSIGNABILITY.

Lessee may not assign its interest(s) or obligations under the Agreement, without the prior written consent of Lessor (VFW).

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10. DISCLAIMER OF WARRANTIES.

THERE ARE NO WARRANTIES WITH RESPECT TO THE FACILITY, EITHER EXPRESS OR IMPLIED, AND LESSOR (VFW) EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE FACILITY IS OR WILL BE SUITABLE FOR LESSEE'S INTENDED PURPOSES.

11. NOTICE.

Notices under this Agreement must be in writing, may be given by regular mail, personal or hand delivery, facsimile transmission, or other commercially reasonable means, and will be effective when received. Notices must be addressed as follows:

LESSOR (VFW):

VFW Post 6115
Attn. Quartermaster
PO Box 188
Elgin, TX 78621

LESSEE:

Name: _____

Address: _____

Credit Card Number
(For Damage Deposit)
Expiration Date

CVV Security Number

12. GOVERNING LAW.

This Agreement will be construed in accordance with the laws of the State of Texas.

13. ENTIRE AGREEMENT/AMENDMENT.

This Agreement contains the entire agreement of the parties.

14. SEVERABILITY.

If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

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15. WAIVER.

The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LESSOR:
VFW Post 6115

LESSEE:

By: _____
Post Officer Signature

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

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To receive full cleaning fee refund, the following items must be verified at the close of your function:

Function End: All of the following must be completed, and everyone, including musicians, must be out of the hall by midnight weekends and 11 pm weekdays.

Tables: Cleared, no tape, no damage

Chairs: All present, no damage.

Trash: All trash cans emptied; bags taken to the dumpster.

Bathrooms: No damage, no graffiti, fixtures undamaged, toilets, floor & sinks clean.

Kitchen: Sinks cleared of food and refuse, refrigerator clean and emptied, warming oven clean and empty.

Walls: Undamaged, no nails, staples, blemishes, paint intact

Window Treatments: Undamaged, no spots

Stage Carpet: No spills, spots, or tears

Stage Furniture: Undamaged, accounted for (including flags)

Thermostats: Undamaged, cases intact.

Parking Lot: No trash in the lot.

Sign: _____
Rental Party Representative

Printed Name: _____

Date: _____

Received by: _____
Staff

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Grand Total:

Deposit: _____ Date Received: _____

Rental Fee: _____

Security Fee: _____

PA System Fee: _____

Bar/ Beverage Service Fee & Gratuity: _____

Total Price Not Including Deposit _____ Due By _____

Total Price Paid: _____ Date Received: _____

Time Rented: From _____ To _____

Refundable Deposit of _____ To be paid this date of _____

Rental Party _____

Date _____