

## **American Legion Banner Post 109 Inc.**

### **Rental Agreement and Contract Information**

#### **A. Rental Agreement**

Reservation may be made by contacting Keith Langdon at (919) 894-5761 or (919) 820-3028 and completing a rental agreement and paying the rental fee, clean-up fee and deposit. Rental payments are accepted in the form of cash, check or money order. A fee equal to the amount the bank charges the Legion for a returned check will be charged to the renter for all returned checks.

#### **B. Deposit**

A cash deposit shall be made to cover damage to equipment or property according to the deposit schedule approved by the American Legion Banner Post 109 Inc. Board of Directors, which is attached to the rental agreement. Necessary expenses exceeding the deposit will also be borne by the Renter and will be subject to reimbursement to the American Legion Banner Post 109 Inc. within a reasonable period of time, not to exceed 30 days following the termination of lease or incident which damage occurred. Renter may pick up refundable deposit from Keith Langdon at an agreed upon time and place providing facilities are not damaged in any way. Deposits left after 30 days from the rental date become the property of the American Legion Banner Post 109 Inc.

#### **C. Scheduling**

Reservations must be made at least ten business days in advance. **There will be no rentals scheduled neither during recognized holidays nor on any Saturday without prior approval of Board of Directors.** Rental must include set up and clean up time. All activities must conclude by 11:00 pm and the facility cleared of equipment and people by Midnight. On Sundays, activities must conclude by 8:00 p. m. and the facility cleared by 9:00 pm.

### **Rules and Regulations**

Renter is responsible for following the rules and regulations developed for the American Legion Banner Post 109 Inc. Property. Any questions regarding these rules should be addressed to Keith Langdon at 919-894-5761 or 919-820-3028 for the American Legion Banner Post 109 Inc. Board of Directors prior to Rental.

#### **A. Admission/Selling of Goods or Merchandise**

Renter shall not charge admission for entrance to the facilities. American Legion Banner Post 109 Inc. Board of Directors or its designee must approve the sale of any goods or type of fund-raisers. If approved, all town, state and federal permits must be obtained by the renter prior to finalizing the rental.

#### **B. Non-Transferability**

The Renter shall have no right to sublease the premises or assign any privileges hereunder to anyone for any purpose.

#### **C. Claims/Hold Harmless**

The Renter agrees to indemnify the American Legion Banner Post 109 Inc. Board of Director and its members and save it harmless from any all loss, liability, cost, damage, demand, attorney's fees and expenses that the American Legion Banner Post 109 Inc. may incur or be held liable for an account of or that may directly or indirectly grow out of, or in any manner be connected with the use and occupancy of the premises by the Renter.

#### **D. Admittance**

Renter agrees that lands, buildings and equipment that are made available under this agreement will not be used by persons, firms, corporation or other groups for the purpose of conducting an exhibition, display, entertainment, or other event in which persons other than members of such group may participant, with regard to race, color, national origin (Title VI, Civil Rights Act- 1964).

#### **E. Refunds**

Rental fees are nonrefundable.

#### **F. Cancellation**

It is understood and agreed that this contract is subject to cancellation if and when the American Legion Banner Post 109 Inc., in its discretion, finds than an emergency requires such cancellations. Rentals cancelled by the American Legion Banner Post 109 Inc. due to an emergency or inclement weather will receive a full refund or credit for reschedule date. Rentals cancelled due to security or alcohol related issues or failure to provide adequate supervision will not receive a refund.

## **Facility Information**

### **A. Identification of Location**

Renter will identify the facility as “American Legion Banner Post 109 Inc. Building” and the location of the premises as 605 North Wall Street, Benson, N.C 27504 on all material and advertising. No advertising or publicity of any nature may state or imply that the American Legion Banner Post 109 Inc. sponsors or is responsible for Renter’s activities during the period of use unless approved prior by American Legion Banner Post 109 Inc. Board of Directors.

### **B. Equipment**

There is no additional charge for usage of tables and chairs. Equipment needs must be listed on the rental agreement to be sure enough is available. The Renter must supply all other supplies and equipment. Renter must replace any Legion equipment destroyed, stolen or abused. No outside equipment shall be left over night or stored on premises. Equipment set up cannot block exits or touch the walls. All furniture/equipment must be returned to original location at the completion of the rental. Failure to do so may result in loss of deposit.

### **C. Kitchen Use**

The kitchen counter, sinks, stove and refrigerator are available for use by renters.

### **D. Decorations**

No decorations are to be installed without first securing approval. The driving of nails, tacks, or other metal articles into walls, or the posting of papers, signs and like or otherwise marring the property, are absolutely prohibited.

### **E. Room Capacities**

Room capacities are determined by the Town of Benson Fire Marshall and must be adhered to by Renter at all times.

<b><u>Dinning Room:</u></b>	343 Standing	<b><u>Ballroom:</u></b>	1100 Standing
	114 Seated with tables		365 Seated with tables
	245 Chairs Only		771 Chairs Only

### **F. Smoking**

The American Legion Banner Post 109 Inc. is a smoke free facility and only allows smoking in designated areas outside of building. Failure to comply may result in loss of deposit.

### **G. Cookers, Grills, Fryers, etc.**

Renters must designate usage of any type of cooker on the rental agreement. Staff will set up cones in the parking lot where use of cookers may be used and cookers are permitted in these designated locations only. Failure to set up in proper location will result in loss of the deposit.

### **H. Parking**

Parking is available on the pavement around the facility where designated. Parking is not permitted in the driveways or on grassy areas.

### **I. Clean Up**

Renter agrees to pay to Keith Langdon for the clean up of the building in advance the amount as approved by the American Legion Banner Post 109 Inc. Board of Directors. Schedule of clean up fees is included in this rental agreement. Keith Langdon may hire personnel to help clean up the Legion facilities after each rental; fees for these personnel will be the responsibility of Keith Langdon.

### **J. Closing Time**

The Renter must vacate the facility at the time designated on the rental agreement. **Failure to vacate will result in a \$50 per hour (or any part thereof) service charge.**

## Safety

### A. Obstructions

All portions of the entries, doors, hallways and all ways of access to public utilities of premises shall be kept unobstructed by the Renter and shall not be used for any purpose except for ingress or egress to and from the premises by the Renter.

### B. Hazardous Materials

Renter agrees not to bring onto the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon without the prior approval of the American Legion Banner Post 109 Inc. Board of Directors. The Board of Directors shall have the right to refuse any such material substance, equipment or object to be brought onto the premises and the further right to require its immediate removal from if found thereon.

### C. Fire Arms and Weapons

Weapons of all kinds are prohibited with the exception of local, state and federal law enforcement officials and approved public demonstrations.

### D. Security

Security personnel may be required at the American Legion Banner Post 109 Inc. Board of Directors discretion. Renter will be required to pay current hourly wages in advance for all personnel provided by the American Legion Banner Post 109 Inc. **Renter will not be accepted without proof of payment for security.** Youth groups must have a least 1 adult chaperone for every 10 youth attending event. Failure to provide adequate supervision may result in the cancellation of rental and deposit not being refunded.

### E. Theft

The American Legion Banner Post 109 Inc. is not responsible for losses by the Renter, its agents or employees or patrons occasioned by theft or disappearance of equipment or other personal property.

### F. Conduct

The Renter agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose, and agrees to abide by all local, state and federal regulations. Patrons exhibiting disruptive behavior will be asked to the facility and grounds.

### G. Alcoholic Beverages

If alcoholic beverages of any kind are to be consumed during the rental, the Lessee will comply with the laws of the State of North Carolina relating to such use, including but not limited to, obtaining all necessary permits to allow alcoholic beverages to be served and consumed on the premises of the American Legion Banner Post 109 Inc. Lessee specifically agrees that no underage persons located on the premises during the rental period will be allowed to possess or consume any alcoholic beverages. Any violation of the provision of the Alcohol Beverage Containing Laws relating to underage persons will result in the immediate termination of the rental agreement and forfeiture of security deposit and rental fee payment previously paid.

## Services Rendered

### A. Utilities

The American Legion Banner Post 109 Inc. will furnish heat, air conditioning, water and electricity as part of the rental payment providing the requirements do not exceed normal operating loads. **Adjusting of thermostats will be done by staff member only.** If thermostats are left turned up/down by Renter or anyone in Renters party, Renter will be responsible for additional charges. Additional requirements will be predetermined, insofar as possible, noted in the contract and charged for at prevailing rates. The Renter agrees to support all costs involved in providing these additional utilities.

### B. Staffing

The American Legion Banner Post 109 Inc. will provide a staff person to open and close the facility and answer any questions prior and/or during the rental unless other arrangements have been made prior to renting facility.

**C. Janitorial Services**

Initial basic janitorial services will be provided prior to the event to be sure facility is in proper condition for Rental. All janitorial services during the event are the responsibility of the Renter.

**Schedule of Fees and Changes**

	Kitchen and Dining Room	Ballroom	Kitchen & Ballroom	Entire Building	Game Room
American Legion Members	\$125.00	\$175.00	\$225.00	\$275.00	\$40.00
Civic Clubs & Churches	\$175.00	\$275.00	\$325.00	\$375.00	\$50.00
Business, Industry, Commercial & Individuals	\$225.00	\$375.00	\$425.00	\$500.00	\$50.00
Ladies Auxiliary Weekly Dance		\$100.00			\$50.00
<b>Deposit</b> (Refundable if Building is not damaged)	\$50.00	\$100.00	\$100.00	\$150.00	\$50.00
<b>Clean up fee</b> as required by Board of Directors.	\$75.00	\$100.00	\$150.00	\$175.00	\$25.00

**NOTE: COST OF RENTING THE BUILDING WILL BE \$600.00 WHEN USED IN A FUNDRAISER WHERE THE VALUE OF THE ITEM(S) OR AMOUNT TO BE GIVEN AWAY IS \$5,000.00 OR MORE.**

**The American Legion Banner Post 109 Inc. and its Board of Directors reserves the right to amend the fore mention rules, regulations and fee schedule when deemed necessary. The American Legion Banner Post 109 Inc. or its Directors are not responsible for any changes, deviations and or statement make by anyone that contradicts the fore mention rules, regulation and fee schedule without the prior approval of the American Legion Banner Post 109 Inc. Board of Directors.**

**This rental agreement creates the relationship of Lesser and Lessee only.** Lessor does hereby rent the \_\_\_\_\_ to Lessee \_\_\_\_\_ from \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ until \_\_\_\_\_ on the day of \_\_\_\_\_, 20\_\_.

The fees to be paid to Lessee is as follows: A security deposit in the amount of \$\_\_\_\_\_, and a rental fee of \$\_\_\_\_\_ shall be paid to the American Legion Banner Post 109 Inc. upon the execution of this rental agreement. The Lessee confirms that they understand and will comply with all the fore mention rules and regulations. This Rental Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Lesser: American Legion Banner Post 109 Inc.

By: \_\_\_\_\_

Lessee: \_\_\_\_\_