



**RENTAL PACKAGE FEES:**

HALL RENTAL (2 hr. min.) .....	TOTAL HOURS _____	X \$100 =	\$ _____
SOUND SYSTEM W/WIRELESS MICROPHONE.....		\$80	\$ _____
70-INCH TELEVISION W/STAND.....		\$100	\$ _____
POST-EVENT CLEANING SERVICE.....		\$100	\$ _____

**TOTAL RENTAL PACKAGE COST: \$ \_\_\_\_\_**  
(DOES NOT INCLUDE \$200 SECURITY DEPOSIT)

**RENTAL CONTRACT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the above named Renter and American Legion Post 268, hereinafter referred to as "Owner," "Legion," or "Post."

PREMISES: The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated on in this Agreement, at the following address: 1690 Ave H W, Riviera Beach, FL 33404. Renter understands that other events may be occurring in other areas of the legion premises at the same time.

**USE OF PREMISES, ALTERATIONS AND FURNISHINGS:**

1. The room or rooms shall be used by the Renter exclusively.
2. Renter shall comply with all state laws and all other applicable fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities.
3. No candles or open flames are permitted on premises.
4. Wall hangings or decorations may be applied to walls, doors, or windows ONLY if they do not in any way damage, blemish, or leave residue on any surfaces.
5. Smoking is not permitted inside the building.
6. Access to all exit doors must be free and clear at all times. Doorways will not be blocked, nor operation and pathway hindered in any way.
7. Children must be supervised at all times.
8. Renter shall make no alterations to the room(s) nor make any other changes without prior written consent of the owner.
9. The kitchen facility is not included and not available to rent.
10. A vacuum, broom and cleaning wipes are available for use in cleanup. Trash must be removed from building and cans returned to original location.
11. Drapery on stage may not be touched, tied, or held back in any way; nor shall decoration or fixtures be applied, hung, or pinned to these curtains.
12. Light fixtures must remain as-is and uncovered.
13. No cooking of foods inside or outside the building.
14. In compliance with local fire codes, occupancy of the hall MAY NOT EXCEED 125 persons.
15. Renter is strictly limited to the confines of the banquet hall, and may not set up tables, chairs, or food service in any other part of the facility or grounds.
16. Unless the cleaning option is selected and paid for by the renter, the hall shall be properly cleaned, and all decorations, trash, debris, and personal property will be removed by the event end time. Any debris or other

items will likewise be removed from the parking lot. OWNER IS NOT RESPONSIBLE FOR ANY PROPERTY LEFT ON THE PREMISES.

#### ALCOHOLIC BEVERAGES:

In compliance with state law, **no outside alcoholic beverages may be brought onto or consumed upon American Legion Post 268 property, to include the parking lot.** Alcoholic beverages are available for purchase by event attendees at the Post's lounge. Renter will take all reasonable steps to ensure alcoholic beverages are not distributed to any persons under the age of 21 after lawful purchase in the canteen. Renter agrees to hold harmless the American Legion Post 268 and its employees, agents, and volunteers for any such illegal distribution or consequences arising therefrom.

**HOLD-DATE RENTAL DEPOSIT:** All Rentals require a minimum Hold-Date Rental Deposit of \$100.00 at the time of executing this Contract. This Deposit shall be applied to total Rental Fees due as a percentage of each line-item as determined by the Owner. The remainder of Rent will be due 7 business days prior to starting time of the rental. In event Rental is canceled by the Renter, the Hold-Date Deposit shall be refunded as follows:

- Cancellation prior to 7 days – 100% refund.
- Cancellation between 6-5 days – 80% refund.
- Cancellation between 4-3 Days – 60% refund.
- Cancellation between 2 days – 30% refund.
- Cancellation within 24 hours of scheduled rental will forfeit Hold-Date Deposit.

#### RENTAL TERM:

1. The term of this rental shall start and end at the date(s) and times as indicated on Page 1. Rental includes event setup (unless early access is indicated on page 1), event, and event cleanup. Hours in addition to this term shall be billed at the standard hourly rate as indicated on Page 2.

2. Renter shall ensure all party planners, caterers, etc., have Owner's and Renter's contact information and is aware of hours of rental. Access to the facility shall be only as set forth herein. Renter will coordinate with the Legion any and all access to the banquet hall by renter's consultants, assistants, representatives, caterers, and/or contractors and agrees that, should any access be required outside of normal hours of operation for the Legion Canteen, to pay a rate of \$25 per hour or portion thereof, for such access.

**SECURITY & CLEANING DEPOSIT:** Upon execution of this Rental Agreement the Renter shall pay a separate fee, in the amount of \$200.00 to be deposited in Owner's general funds and held by the Owner as a Security Deposit for the performance by Renter of the terms of this Rental Agreement. In the event of damage to the venue and/or Owner's property caused by the Renter or Renter's family, guests, agents or visitors, the Owner may use all or a portion of the Security Deposit funds to repair or make good all damages. The Security Deposit may also be used to pay additional rental fees should Renter's event exceed the allotted time as set forth in this Agreement. The Security Deposit may also be used to pay Owner's cleaning staff, should Renter fail to remove their property, trash and/or properly clean at the end of Rental term. The Renter remains liable for all damages which may exceed the amount of the Security Deposit. Any unused Security Deposit shall be returned to the Renter within thirty (30) business days from end of rental via USPS Mail or Renter pickup. In the event Rental is canceled by the Renter, the full amount of the Security Deposit shall be refunded to the Renter within thirty (30) business days from date of cancellation.

CLEANING SERVICE OPTION: Upon renter's request, Owner will provide post-event cleanup services for a flat fee of \$100. Should the premises be left in a condition that requires more than three (3) man-hours, an additional \$20 per hour or portion thereof shall be charged and may be taken from the security deposit.

- I wish to have cleaning services provided by the legion under the terms above
- I decline cleaning services

FORFEITURE OF SECURITY DEPOSIT – DEFAULT: It is understood and agreed that Renter shall not attempt to apply or deduct any portion of any Security Deposit from any rent or use or apply any such Security Deposit at any time in lieu of payment of rent or other fees incurred. If Renter fails to comply, such Security Deposit shall be forfeited for, but not limited to, the following reasons:

- 1) Failure to return premises to the condition they were when rental agreement was signed;
- 2) Trash/debris left in facility or parking lot when event is over;
- 3) Facility not cleaned;
- 4) Leaving alcoholic beverages and/or empty alcoholic beverage containers unattended and/or overnight;
- 5) Damaging or blemishing surfaces with items including, but not limited to, tape, nails, glue, or tacks;
- 6) Blocking or obscuring the hallways, walkways, or doorways to any emergency exit which are to remain free and clear at all times, no exceptions.
- 7) Disposing of inflated balloons in dumpster
- 8) Disposing of un-flattened boxes in dumpster

FINAL SETTLEMENT OF RENT, DEPOSITS, AND FEES: Upon conclusion of the event, Owner will conduct an inspection of the premises. If any additional balances are due as a result of premises being damaged, or not being properly cleaned, Owner will advise renter of such within ten (10) business days after Rental. The Renter will be responsible for any balances due the Owner, payable in ten (10) days. If Renter is due monies, a check will be sent to Renter, along with any unused Security Deposit within thirty (30) business days.

CONDITION OF PREMISES: Renter agrees that Renter has examined the premises at the time of rental and they are in good order, good repair, safe, clean, and rental condition.

SURRENDER OF PREMISES: At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good a state and condition and cleanliness as they were at the commencement of the Rental, reasonable use and wear expected. All cleanup by renter, unless cleaning service option is chosen, shall be completed by the end of the rental term.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:**

In consideration of being allowed use of the facilities and equipment of American Legion Post 268, I understand and agree that neither American Legion Post 268, nor the American Legion, nor their affiliate and subsidiary organizations, nor any of their respective employees, officers, directors, representatives, agents, contractors, volunteers, or assigns (hereinafter collectively referred to as the "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me or my property that may occur as a result of my use of legion facilities, or as a result of the negligence of any party, including the Released Parties, whether passive or active, foreseen or unforeseen.

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I, MY ESTATE, HEIRS, EXECUTORS OR ASSIGNS MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE WITH THE

**EXCEPTION OF GROSS NEGLIGENCE, FORESEEN OR UNFORESEEN, WHICH ARISE FROM THE USE OF LEGION FACILITIES.**

By executing this Agreement, I agree to hold the Released Parties harmless from and against all claims or causes of action for any personal injury, property damage, or loss of life which may occur during the rental term.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties other than what is set forth in this Agreement.

I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, United States of America. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that part shall be stricken from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable or invalid part had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties on my behalf or as a result of my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

**GOVERNING LAW:** This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, present, or future. All changes to this Contract must be received in writing (and via email) with acknowledgement from both parties in order to be valid. Renter may email Contact@aml268.org and include "Rental Contract" in the subject line. Post 268 will provide written acknowledgement only to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, County of Palm Beach. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that part shall be stricken from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable or invalid part had never been contained herein.

IN WITNESS WHEREOF, the parties have caused this rental agreement to be executed this      day of     , 20     

**RENTER:**

I HAVE READ THIS AGREEMENT, CONSISTING OF FIVE (5) PAGES;  
I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

     \_\_\_\_\_  
Renter's signature

     \_\_\_\_\_  
Renter's name (print)

**POST 268 REPRESENTATIVE:**

     \_\_\_\_\_  
Signature