



HALL LEASE/RENTAL AGREEMENT

The following party requests to lease the American Legion Hall:

Name

Address

Phone

Event

Date & Time

Lessee Signature

Date

American Legion Representative Signature

Date

Number of people anticipated for event: _____

Bartenders Requested Yes Period needed: _____

Security Deposit: \$	ck#/cash	init:	Date:
Rental Payment: \$	ck#/cash	init:	Date:
Rental Payment: \$	ck#/cash	init:	Date:

THE AMERICAN LEGION POST 539
539 American Legion Drive, North Baltimore, OH 45872
Phone: 419-257-2158

HALL RENTAL

Maximum Occupancy of 250 - THIS IS FIRE CODE

1. Contract Signatures
2. Collect initial deposit of **\$175.00**
3. Collect Security Deposit of **\$200.00**
Retain top sheet signed by lessee – Agreement contract given to lessee.
4. Costs Reviewed & Collected:
RENT.....\$325
DOWN PAYMENT.....\$175
FINAL PAYMENT (DUE 30 DAYS PRIOR TO)... \$150
SECURITY DEPOSIT.....\$200
2 BARTENDERS (PAYABLE AT EVENT).....\$100
(for the first 5 hrs. and \$8 per person/hr. thereafter)
5. Bartenders: **WE PROVIDE BARTENDERS** (per liquor license)
No outside personnel is permitted to act as bartenders
6. Pop/Soft Drinks: Lessee must purchase and provide as desired.
(Fountain drinks are no longer available)
7. Beer and Alcohol: Lessee must make arrangements/provide.
NO KEG BEER & NO BOTTLED BEER
8. Time: Bartenders will close bar at midnight
Hall must be vacated by 1:00 A.M.
9. Decorating:
*NO decorations may be taped or hanging from the 2 white sphere speakers in the center of the hall.
*NO decorations taped or attached to the BINGO board.
*NO decorations are to be nailed or stapled on the walls, woodwork, or ceiling rafters.
* Legion will provide plain white table covering for tables.
* Electrical power is limited to the outlets available in the hall only. No external power or extension cords are permitted without the expressed consent of the Legion Commander.

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LEASE AGREEMENT

This lease is made between the American Legion Post 539, a non-profit organization (hereafter referred to as "LEGION") and _____ ("LESSEE" below whether one or more than one).

In consideration of the promises made and the rental fee to be paid by the LESSEE, the Legion leases the building known as the American Legion Hall and the surrounding grounds and parking lot (called the "Hall Premises" hereafter) located in the Village of North Baltimore, Ohio to the lease for a term beginning on:

_____, 20____ at _____ o'clock ___ M

and ending on:

_____, 20____ at _____ o'clock ___ M

(called "RENTAL DATE" below) upon the following terms and conditions:

1. The LESSEE agrees to pay the LEGION a "GOOD FAITH" Rental Fee of **\$175.00** and the Security Deposit of **\$200.00** which shall be paid at the time the "LEASE – RENTAL AGREEMENT" is initiated. This fee is **NON-REFUNDABLE**, but will be applied to the rental fee.
2. The LESSEE agrees to use the Hall Premises for the following purpose (called "EVENT" below) and for no other purpose:

_____.

3. The LESSEE agrees to pay the LEGION a rental fee of \$300.00, which shall be paid **no less than four (4) weeks prior to the EVENT**. If the rental fee is not paid in full by that time, the LEGION may elect to declare the lease null and void without any notice of liability to the LESSEE. The LESSEE may cancel the lease; however, the LESSEE shall forfeit a portion of the rental fee as follows if LESSEE cancels this lease during the four (4) weeks immediately prior to the RENTAL DATE.
 - a. FIFTY PERCENT (50%) if canceled during the fourth (4th) week prior to the RENTAL DATE.
 - b. SEVENTY-FIVE (75%) if canceled during the third (3rd) or second (2nd) week prior to the RENTAL DATE.

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- c. ONE HUNDRED PERCENT (100%) if canceled during the week prior to or the day of the RENTAL DATE.
4. The LESSEE will be required to purchase all beer and liquor from a legal outside source, and deliver such to the American Legion Hall, prior to the time of the EVENT. The LESSEE shall obey all laws and regulations of the State of Ohio, the Ohio Department of Liquor Control and all other political subdivisions and agencies thereof regarding the purchase, sale, storage, consumption and use of beer and liquor. The LESSEE shall hold the American Legion harmless from all responsibility and liability in connection with the purchase, sale, storage, consumption and use of all beer and liquor on the Hall Premises on the RENTAL DATE, including all claims, demands, expenses, fines, penalties and other costs. No liquor or beer shall be brought into or taken from the Hall Premises by other than the LESSEE.
5. The LESSEE agrees to keep the Hall Premises and all furnishings, fixtures, equipment, supplies and appliances thereon in a clean, safe, good and proper condition. To assure the same the LESSEE agrees to pay the American Legion a clean-up and security deposit (called "DEPOSIT" below) of \$200.00 which shall be paid at the time of Contract initiation. The DEPOSIT, less reasonable charges made by the LEGION for supplies, furnishings, fixtures, equipment and appliances used, missing, damaged or destroyed and other charges provided for in the Lease, shall be refunded to the LESSEE within two (2) weeks after the RENTAL DATE. On the RENTAL DATE and immediately after the EVENT, the LESSEE agrees to clean the Hall Premises as follows:
 - a. Clear off all tables by placing all trash in the plastic bags (provided) and putting said trash bags in the dumpster at the rear of the hall, and putting all chairs on top of the tables.
 - b. Checking outside grounds and parking lots for litter and other debris and removing the same.
 - c. If the LESSEE DOES NOT PERFORM THE ABOVE MENTIONED CRITERIA, the LEGION may deduct a reasonable amount from the DEPOSIT.
6. Neither the LESSEE, nor any other person on the Hall Premises during the EVENT (whether or not an invitee of the LESSEE) shall alter, remove, deface, damage or destroy the Hall Premises of the furnishings, fixtures, equipment, appliances or other property thereon which belongs to the LEGION. Nevertheless, if any such property is altered, removed, defaced, damaged or destroyed, the LESSEE shall be individually and jointly liable therefore to the LEGION regardless of whether the LESSEE had knowledge of,

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participated in or permitted the same regardless of whether the same was intentionally or negligently done.

7. Should the LESSEE desire to utilize a portion of the kitchen area for food preparation for an EVENT or utilize a caterer that necessitates on-site cooking, the LESSEE must make arrangements with the LEGION at least four (4) weeks prior to the EVENT date. Additional charges may apply for this provision dependent upon the period of time required by the LESSEE and any unique needs involved with said food preparation efforts by the LESSEE. Under no circumstances will the LEGION allow any use of the food preparation area by the LESSEE to interfere with its own food services operations for the Legion membership area.
8. The LESSEE agrees to maintain good order, peace and safety on the Hall Premises. If necessary to do so, the LESSEE agrees to hire security personnel at his/her expense. Such security personnel shall at all times be and remain the LESSEE's agents or employees and LEGION shall incur no liability to the LESSEE or any other person on account of any act or failure to act by such security personnel. If in the opinion of the LEGION such security personnel are necessary the LESSEE has failed to hire the same, the LEGION may hire security personnel for the LESSEE and the cost of doing so shall be paid by the LESSEE and may be deducted by the LEGION from the DEPOSIT.
9. The LEGION shall not be liable for the bodily injury or death to any person nor for the damage or destruction of any property, which may occur on the Hall Premises during the EVENT. The LESSEE agrees to hold the LEGION harmless from all claims, demands, judgments, expenses and any other cost arising from any such incident.
10. The LEGION reserves the right to have its officers or authorized agents enter and remain on the Premises during the EVENT.
11. The LESSEE agrees that he/she will not maintain, commit or allow the maintenance or commission of any nuisance on the Hall Premises and that he/she will not occupy, use or allow the occupation or use of the Premises for ANY unlawful purpose.
12. Nothing contained in the Lease and no act of the parties shall be deemed or construed by the parties, by any third party or by any court to create the relationship of principal and agent, of partnership, of joint venture or of any association between the American Legion and the LESSEE other than of Lessor and LESSEE.

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- 13. The LESSEE shall not assign this Lease or sublet the Premises or any part thereof with the prior written consent of the American Legion.
- 14. If more than one person signs the Lease as LESSEE, each person so signing shall be jointly and individually bound by its terms and conditions.
- 15. This Lease may be amended but only in writing signed by the American Legion and the LESSEE.
- 16. If any term or condition of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 17. The terms and conditions of this Lease shall be binding upon the LESSEE and all other people on the Hall Premises during the EVENT and the LESSEE accepts full and sole responsibility thereof.
- 18. The Lease contains the entire agreement between the American Legion and the LESSEE with respect to the matters stipulated herein. It supersedes any and all prior representations, understandings and promises whether verbal or written, between them and no representation, understanding or promise which is not stated in this Lease shall be binding and valid.

IN WITNESS WHEREOF, The American Legion and LESSEE have signed duplicate originals of the Lease on the _____ day of _____, 20_____.

THE AMERICAN LEGION

LESSEE

BY: _____

PRINTED NAME: _____

TITLE: _____

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This instrument prepared by:

THE AMERICAN LEGION WILL LEASE THE PREMISES TO ANY PERSON WITHOUT REGARD TO RACE, COLOR, AGE (EXCLUDING MINORS), SEX, RELIGION, NATIONAL ORIGIN OR HANDICAP.