



AMERICAN LEGION POST 449
Cudworth-Stenz-Griessel-Smith
3425 N. 124th St, Brookfield, WI 53005

HALL USE AND RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by and between _____ (hereinafter referred to as “Renter”), whose address is _____ and phone number is _____ and American Legion Post 449. Renter shall rent from American Legion Post 449 located at 3425 N. 124th St., WI 53005 on this date _____, for the time period of _____ to _____ in its present condition under the following terms:

Please read carefully to fully understand your responsibilities.

1. Capacity. Hall’s Maximum capacity is 300 people with the Bar Lounge. Renter must strictly comply with this at all time.
2. Rental Rate. \$300.00 plus a \$300.00 Security Deposit.
Rental Rate. for Legion, SAL, and Auxiliary is \$150.00 plus \$150.00 security Deposit.
3. Food must be provided By Bunzel’s Catering. The name of the menu chosen is:

Payment of the rental and the Security Deposit shall be due at the time of signing to hold the date for the event. The Hall Rental is non-refundable. Additional deposits for Food and Beverage Services as well as Alcohol Services as noted within are also due at signing.

3. Food. All food must be purchased from Bunzel’s Catering. No food or beverage is permitted to be brought into or taken out of the banquet rooms by the contracted, its patrons or invitees, with the exception of wedding cake. We do not provide storage for cakes nor will we accept responsibility for cake setup in the reception rooms. All menu selections and arrangements must be finalized 14 days prior to the event. The total balance is due at that time.

A minimum guaranteed guest count for food service and applicable deposit is due at this time. The maximum guest count is due to Bunzel’s Catering no later than 14 days prior to the event. This is the guest count you will be charged for, unless the number served exceeds the number guaranteed. Should your number served fall below the guaranteed, we will charge for the maximum guest amount provided. All food sales are subject to a 17% surcharge. Sales tax will be applied to the total bill at 6.1%.

4. Alcohol. All alcohol service must be contracted with American Legion Post 449. Any applicable deposit for alcohol services is due upon the signing of this agreement. Serving or consumption of alcohol on the premise without permission will result in forfeiture of the entire security deposit (\$300.00).

(a) BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

(b) American Legion Post 449's may ask guests for identification to verify age. American Legion Post 449's reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

(c) All alcohol must be served by a pre-approved bartender and consumed INSIDE American Legion Post 449's. No alcohol is permitted anywhere outside of the main building. This includes outside the front door, the parking lots, and rear of building. Only packaged liquor may be consumed. No "punch", "kool-aid" or any other drinks mixed by anyone other than the approved bartenders is allowed.

(d) Only persons holding the appropriate liquor licenses and permits and pre-approved by American Legion Post 449 will be authorized to dispense alcohol, and only from the bar area.

5. Refund Policy. The Refund Policy for cancellations is as follows:

At least 60 days before the event:

The security deposit is refundable in the form of a check. The rent is non-refundable.

Less than 60 days before the event:

Non-Refundable

6. Term of Event. All events including music must end NO LATER THAN 11:30 PM. All guests, renter and vendors secured by renter SHALL VACATE BY 12:00 AM.

7. Access to Banquet Hall. All events are on a "first-come first-served" basis. An evening event booked after an afternoon event may be required to have a later start time. Set-up shall be included in booking time, unless other arrangements are made in writing directly with American Legion Post 449. All Renters, guests, caterers, musicians and vendors shall be out of the Banquet Hall one-half (1/2) hour after the event's scheduled ending time, unless prior arrangements have been made. A charge of \$100.00 per hour, or portion thereof, shall apply for each hour the Banquet Hall is not cleared after an event.

8. Renter Responsibility.

(a) Renter agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests, and/or vendors secured by the Renter or American Legion Post 449.

(b) Renter warrants that he/she shall remain ON THE BANQUET HALL PREMISES AT ALL TIMES during the Usage Term.

(c) Renter shall provide to American Legion Post 449 certificates of insurance and bonding for any vendor secured by Renter prior to event. The Renter shall furnish a proof of liability insurance certificate wherein it adds American Legion Post 449 to its liability policy through the use of an Additional Insured Endorsement. This certificate is due to American Legion Post 449 thirty (30) days before the scheduled event.

9. Indemnity. Renter covenants at all times to hold harmless American Legion Post 449 and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Banquet Hall, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy or resulting from Renter's non-use, or possession of said property and any and all loss, costs, liability, or expense resulting there from; and at all times to maintain said Banquet Hall Premises and the surrounding property, in a safe and careful manner.

10. Miscellaneous.

- (a) The rental fee does include linens for up to 99 patrons or 14 tables. If an outside vendor is used, linens must be at American Legion Post 449 at least two (2) hours prior to scheduled start time.
- (b) No smoking inside of any part of the hall.
- (c) Building is air conditioned and is handicapped accessible.

11. Inspection. Renter should inspect facility when they arrive and report any problematic situations immediately to American Legion Post 449. If you see a problem or situation that you feel you could be charged for later and do not report it immediately, we will have no choice but to assume it occurred during your rental period.

12. Cleanup. Clean up of American Legion Post 449's hall will be completed no later than one-half (1/2) hour after the end of the scheduled time. Renter shall adhere to the following instructions for clean-up of the facility:

- (a) Banquet Room. Table trash, cups, plates, plasticware, cake, food, decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles.
- (b) Restrooms. Trash will be picked up from the bathroom floors.
- (c) Outdoors. Trash will be picked up outside the building. Cigarette butts, cups, miscellaneous items left outside shall be disposed of in proper receptacles (not in planters or flower beds).
- (d) Kitchen/Bar Area. The kitchen is to be left as it is found.
- (e) If spills, food droppings, or other similar incidents (*Ex: illness*) occur, please clean it up immediately. Do NOT wait until the end of the event. Any major incidents that cannot be handled easily and fully or that leave evidence behind should be reported immediately. Failure to do so may result in the Renter being held financially responsible for its remedy after the fact.

Any necessary clean-up by American Legion Post 449 of any items (a) through (e) will be charged and withheld from the deposit. American Legion Post 449 will dispose of the bags of trash and will sweep the carpet for the next event.

13. Decorations. Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Other decorating restrictions apply, as described in the attached "Additional Conditions."

14. Use of Kitchen. The kitchen is for the use of Bunzel's Catering personnel only. If it is found that the kitchen was used without permission it will result in forfeiture of the entire security deposit (\$300.00).

15. Use of Parking Lot Area. The Parking Lot Area is available for use with the room, weather permitting. Smoking is permitted on the Parking Lot. Renter is requested to ensure that guests observe the city noise ordinance. Renter is responsible for disposing of cigarette butts in the proper receptacles (not planters or flower beds). Any necessary clean-up by American Legion Post 449 will be charged from the deposit.

16. Use of Equipment. No tables, chairs, furniture, or other equipment/supplies may be removed from the Facility without the prior consent of American Legion Post 449. A Podium is available for use during your event. Renter will be responsible for damage to the Podium or any component from misuse or abuse by the Renter or a guest. Podium use will be supervised by American Legion Post 449 personnel.

17. Conduct of Event. For the duration of the event, the Renter and its guests must abide by the American Legion Post 449 policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred during the event. Misuse of the facility, unruly or illegal behavior, failure to observe posted signage, and/or the failure to obey any portion of the provisions contained in this document

or your rental contract constitute a breach of contract and may result in actions against the Lessee including, but not limited to, cancellation of rental period, immediate dismissal/removal from the facility, forfeiture of a portion or all of the Security deposit and/or rental fees. American Legion Post 449 has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting The American Legion Post 449. American Legion Post 449 reserves the right to exclude or remove any undesirable persons from the event and premises without liability.

18. Governing Law. The parties agree that any dispute shall be subject to the laws of the State of Wisconsin, and that any legal action shall be brought in Milwaukee County, or Waukesha County Wisconsin.

19. Entire Agreement. The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing.

20. Compliance. Renter agrees to comply with the additional rules entitled "Additional Conditions," concerning the use of American Legion Post 449 which may be attached hereto and made a part of this Agreement.

The undersigned have duly executed the Agreement as of the day and year first above written.
EXECUTED IN DUPLICATE.

American Legion Post 449:

RENTER:

Printed Name:

Title:

Date: _____

Date: _____

ADDITIONAL CONDITIONS

1. The American Legion Post 449 facility is rented as is. Alterations to the facility are not permitted: pictures, trophies, lamps, furniture, and other day-to-day decorative accessories may not be relocated or removed from the Premises.

_____ Renter Initials

2. No nails, staples, screws, pins, tape or adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes including scotch, masking, and duct tape may be placed on any surfaces.

_____ Renter Initials

3. The usage of candles in centerpieces is permitted only with approval from American Legion Post 449 personnel. Candles may be used on buffet tables by caterers, but only when the table/candles are under their direct supervision.

_____ Renter Initials

4. No rice, confetti, birdseed, or other unapproved "celebration materials" shall be allowed inside or outside the facility. Please check with American Legion Post 449 if a certain material is unapproved.

_____ Renter Initials

5. No Drinks whatsoever allowed on the dance floor.

_____ Renter Initials

6. No punch with red dyes or red soft drinks allowed. All other colored beverages (cranberry juice/tomato juice for mixers, etc.) will need prior approval by American Legion Post 449. Any additional or special cleaning charges (minimum of \$100) from red dyed drinks/foods will apply

_____ Renter Initials

7. Set-up shall be part of the scheduled time unless previous arrangements are made.

_____ Renter Initials

8. D.J.'s/musicians must be finished by 11:30 pm. This allows time to dismantle their equipment and be out by 12:30 am. A breach of contract occurs if the vendor is not out of the building by 12:30 am. D.J.'s may use a fog machine with prior approval. No dance wax or compound, or any substance, may be spread on the floor.

_____ Renter Initials

10. All foods, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls or any other part of The American Legion Post 449 will incur cleaning charges to remove the damage. A minimum charge of \$100 shall apply. If damage occurs, American Legion Post 449 will contract all repairs to be made by skilled professionals; charges for repairs will be deducted from Renter's damage deposit. In the event that repair costs exceed the amount of damage deposit, Renter will be responsible for the entire repair over and above the damage deposit.

_____ Renter Initials

11. Furniture arrangement must be approved by American Legion Post 449 prior to the event. While every effort will be made to arrange all furniture at the request of the renter, American Legion Post 449 reserves the right to adjust furniture as necessary to allow for safety, traffic, damage to walls or other reasons it deems necessary.

_____ Renter Initials

12. A joint walk-through will be requested by American Legion Post 449 during the next business day after the event if damage has occurred to the facility. If no damage has occurred, as determined by American Legion Post 449, a walk-through will not be required.

_____ Renter Initials

13. If damages to the facility prevent the next scheduled event(s) from occurring, Renter will be responsible for any and all refundable deposits that may be demanded by future Renter(s).

_____ Renter Initials

14. All alcohol will be consumed inside The American Legion Post 449. All alcohol will be dispensed only by approved bartenders and only beverages approved by The American Legion Post 449 and served at the bar inside The American Legion Post 449. Any alcoholic beverages consumed outside The American Legion Post 449, inside or from the inside, trunk or any part of an automobile, brought into The American Legion Post 449 in coolers, containers, clothing, purses etc., or brought into or onto the premises by anyone other than the contracted beverage service, and only at the load-in of all appropriate alcohol for the event, shall be subject to an immediate cancellation and shutdown of the event.

_____ Renter Initials

15. The American Legion Post 449 is a non-smoking facility. All smoking should be done on the Parking Lot on the West end of the building, and the cigarette butts disposed of properly. Smoking is not allowed in the front of the building. The use of Chewing Tobacco, snuff or any other smokeless tobacco product is strictly prohibited inside the American Legion Post 449. Receptacles for smokeless tobaccos, or "spit-cups" found in the premises after an event will constitute immediate forfeiture of the entire damage deposit.

_____ Renter Initials

16. We at the American Legion Post 449 want your event to be memorable and as special as possible. We recognize that celebrations often include children and children will be children. We ask that parents be parents and supervise the children. Children should be kept from running, throwing food or other objects, standing in window boxes, on tables or chairs, hanging from or on doors. Children should at no time be allowed in the kitchen or bar areas, or outside if unsupervised. American Legion Post 449 shall not be responsible for injuries to unsupervised children. Renters shall be responsible for all damages incurred from children.

_____ Renter Initials

_____ Acceptance of All "Additional Conditions"