

AMERICAN LEGION ALBERT E. SCHWAB - POST 555

14582 Beach Blvd., Midway City, CA 92655
Phone: (714) 893-9525



RENTAL AGREEMENT

This document serves as the Rental Agreement between the American Legion, Albert E Schwab – POST 555 and the RENTER for the Annex Hall / Main Hall, which unless otherwise specified includes the use of the kitchen, bar facilities, security guard(s), bartender(s), tables, and chairs.

The Security (DAMAGE) Deposit will be returned to the RENTER after the function provided that there is NO property or equipment damage, the hall is returned to the as delivered (clean and orderly) condition, and ALL contract conditions have been satisfied.

Name of person / organization booking event (RENTER): _____

Name of contact person (if different from above): _____

Phone: _____ Cell: _____

Email: _____

Date of rental: _____ Estimated attendance: _____

Type of event: _____ Special license required? YES / NO (circle one)

THE RENTER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

		<u>DATE</u>	<u>PAYMENT</u>	<u>RECEIPT</u>	<u>BALANCE</u>
Reservation Fee (non-refundable):	\$200.00				
Security Deposit (refundable):	\$500.00				
Annex Hall Rental Capacity: 146 dining / 298 assembly	\$1700.00				
Other: Please specify					
TOTAL AMOUNT DUE:					

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___ The balance of the TOTAL AMOUNT is to be paid in full **30 days** prior to event. Late Payments and Late Changes are subject to a \$50.00 fee.

___ The American Legion Post 555 charges 75% of the DEPOSIT (\$375.00) for CANCELLATIONS.

___ Hall Rental hours: 3:00 PM to 11:00 PM. The Bar opens at 4:00 PM in the Annex Hall. The Hall must be cleaned and vacated by 12:00 AM.

___ The \$200.00 reservation fee is non-refundable, however is credited toward the cost of the rental.

___ The \$500.00 Security Deposit will be returned within 5 business days of the conclusion of the event, after a Post Representative has completed a satisfactory inspection. To receive a full return on your rental deposit all terms of your rental agreement must be met. Examples: return the facility to its unused state, no damage or additional graffiti, end on time, did not exceed the Maximum Capacity of the facility, etc.

___ The Annex Hall has a capacity of 146 for dining / 298 for assembly. Event attendance may not exceed the Maximum Capacity established by the Midway City Fire Department.

___ The person signing this agreement must be present at all times during the event. There must be an English speaking adult present at all times as well.

___ RENTER and guests shall confine their activities to the area rented/assigned to them. Children are not allowed outside after dark and are the sole responsibility of the RENTER.

___ The American Legion is NOT responsible for lost/stolen property or injuries sustained while on the premises. The RENTER is responsible for any and all damage(s) to the facility and guests.

___ Outside alcoholic beverages are not allowed on the premises. Alcoholic beverages must be purchased from The American Legion and dispensed by the bartenders provided by the American Legion. Two bartenders are required at all times.

___ RENTER provided food, water, and soda is permissible. Renter is responsible for cups, plates, silverware, and napkins.

___ Alcoholic Beverages are not allowed outside of the hall, and will not be served to minors or intoxicated guests. Guests appearing under the age of thirty (30) will be asked for proper identification. The American Legion reserves the right to contact authorities if we deem necessary.

___ The American Legion Post 555 has a strict NO DRUGS POLICY. Narcotics, drugs, including marijuana, and other drug paraphernalia is strictly forbidden on the premises.

___ Contract / hired entertainment, and contract/hired decor is the responsibility of the RENTER.

___ Decorations may be taped or stapled only on designated surfaces, and there will be no decorations or party devices allowed that may constitute a fire hazard. All decorations must be removed at the conclusion of the event.

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___ Tables and chairs will NOT be taken out of the Hall without the expressed written consent of The American Legion.

___ Garbage and Trash: Refuse, leftover food, recyclables, and liquids are to be cleaned and discarded at the end of the event. A dumpster is provided by The American Legion for these purposes.

___ Bathrooms: Both bathrooms shall be cleared of any trash, and all the wastebaskets must be emptied.

___ Floor cleaning: All spills and sticky spots shall be wiped up to protect the wood floors. The floors shall be swept and mopped at the end of the rental.

___ Amplified Music: All music is restricted to 80 decibels or less, and must be stopped by 11:00 PM. Bartender may be required to have music turned down if the volume gets too loud.

___ Parking: In no case shall private property be trespassed upon or used for parking. All parking shall be limited to American Legion property or public streets. Please do not block American Legion neighbors' driveways.

___ A penalty fee will be assessed for rental occupation exceeding the designated hours, including early start, and failure to vacate the premises on time. Fees may also be assessed for disorderly conduct.*

___ Gang related clothing, attire, colors, and/or paraphernalia is strictly prohibited and must be removed prior to entering the premises.

___ Graffiti and vandalism will not be tolerated and will result in additional fees charged dependent on amount and type of damage.

___ If the Police are called to the event for any reason, the event is concluded at that time. The entire deposit will be surrendered to The American Legion, and NO refunds will be provided.

___ RENTER will keep said premises, including personal property therein, during the term, in as good repair, and at the expiration thereof yield and deliver up the same in like conditions as when taken. Reasonable wear and tear thereof and damage by the elements is the only exception. RENTER shall clean, collapse, and stack all tables and chairs on the provided dollies at the end of the event.

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EMERGENCY PROCEDURES

FIRE:

1. Call 911 (or list seven digit number here, if applicable); give facility location and location of fire, and any other information requested.
2. If fire is small, extinguish with nearest fire extinguisher.
3. To operate fire extinguisher follow P.A.S.S.:
 - **P**ull trigger pin
 - **A**im nozzle at base of fire
 - **S**queeze trigger
 - **S**weep from side to side
4. If fire is large or out of control, calmly evacuate facility.

POWER OUTAGE:

1. Emergency lights will go on.
2. Slowly move occupants toward exits and leave building.
3. Notify Post personnel.

HEART ATTACK OR SERIOUS INJURY:

1. Call 911. Give facility location and nature of injury or illness and other requested information.
The address is:
American Legion – Albert E. Schwab - Post 555
14582 Beach Blvd.
Midway City, CA 92655
2. Solicit medical help within building (CPR/first aid trained persons).

BOMB THREAT:

1. Call 911 and ask for further instruction.

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***DISORDERLY CONDUCT WILL NOT BE TOLERATED AND WILL RESULT IN CONCLUSION OF THE EVENT, AND ALL MONIES AND DEPOSITS TO BE FORFEITED.**

*Examples of disorderly conduct may be defined as follows:

- | | |
|---|--|
| • Drunk and disorderly | • Possession of weapons (knives, guns, etc.) |
| • Fighting | • Loud, unruly, and/or rowdy behavior |
| • Arguing | • Aggressive and/or belligerent behavior |
| • Failure to comply with the requests of Security and/or Post personnel | • Providing alcohol or drugs to minors |
| | • Grafitti and vandalism |

PLEASE NOTE:

YOU ARE RESPONSIBLE FOR PAYMENT FOR ANY DAMAGES TO THE FACILITY, ITS FIXTURES, TABLES, AND CHAIRS. THE PAYMENT WILL BE DETERMINED BY THE EXTENT OF THE DAMAGE.

RENTER represents and warrants that all of the information provided by RENTER in this Application is true and correct, and has read, understands, and will comply with the American Legion rules attached to this Application. If an organization, I am authorized to make this Application on behalf of the organization.

The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall.

Name of Applicant (RENTER)

Name of Post Representative

Applicant Signature

Post Representative Signature

FOR USE UPON CHECK OUT:

Condition of facility satisfactory? YES /NO If NO explain:	Deposit Returned: YES /NO
Fees assessed? YES/NO If so, how much? _____	Post Representative Initials: _____

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