

# THE AMERICAN LEGION

PAT TILLMAN POST 117



3230 E THUNDERBIRD RD.

PHOENIX, ARIZONA 85032-5375

(602) 358-7370

## Member Post Rental Prices (Post Open)

POST RENTAL	\$125.00	KEG OF BEER (Domestic)	\$250.00 per keg
CLEANING DEPOSIT	\$75.00	KEG OF BEER (Import)	\$295.00 per keg

Date of Contract Signing: \_\_\_\_\_  
 Date of Scheduled Post Rental: \_\_\_\_\_  
 Type of Event: \_\_\_\_\_  
 Estimated Number of Guests: \_\_\_\_\_  
 Event Start Time: \_\_\_\_\_  
 Event Closing Time: \_\_\_\_\_  
 Post Renter: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Phone: (\_\_\_\_) \_\_\_\_\_  
 Contact Cellular: (\_\_\_\_) \_\_\_\_\_

Total number of people attending \_\_\_\_\_ (not to exceed 147 person max capacity).

Any misconduct by the renter or guests can result in the stoppage of said function by the person in charge that evening.

Any underage person caught consuming alcohol, buying alcohol for an underage person, or an under the age person under the influence of alcohol will be asked to leave immediately; and the function could be terminated.

### A: FEES: All Fees are to be made payable to American Legion Post 117

1. A deposit of \$75.00, is required at the time of contract signing. Checks will be deposited. The deposit will be returned to Renter when the "after event" inspection of the Post is complete. In the event of cancellation of Post Rental, the deposit will be forfeited to Post, unless the Rental Coordinator is officially notified at least 14 days prior to the event. The Deposit will be refunded only to the person whose name is on the rental receipt.

- a. Circle One: Hold (or) Mail refund of Rental Deposit after event.

Initial \_\_\_\_\_

2. Post rental fee of \$125.00 is due not later then seven (7) days prior to the scheduled event.

Initial \_\_\_\_\_

3. If Renter wishes to "Host" the bar tab, this must be paid up-front to the Post before the function begins. There is absolutely "NO" beer, wine, liquor, champagne, soda, or water, or any other drinks allowed to be brought into the Post by the Renter or any of their guests at any time during the rental period. Removal of guest and item will be made immediately. Total Deposit will be forfeited.

- a. Hosted Bar: **(Yes)** or **(No)** If yes, how much? \$ \_\_\_\_\_
  - b. Cash Bar: **(Yes)** or **(No)** Patrons pay for drinks.
  - c. Keg Beer (Domestic): \$250.00 (each). **Number of Kegs** \_\_\_\_\_
  - d. Keg Beer (Import): \$295.00 (each) **Number of Kegs** \_\_\_\_\_
  - e. Total Keg Beer Fee: \$ \_\_\_\_\_

Initial \_\_\_\_\_

4. Catering can be arranged through the American Legion.

5. No admission or usage of the kitchen or any of its tools or appliances are permitted to anyone without a food handler's card and with a Kitchen Manager on site. Failure to comply with this regulation will result in total loss of your deposit.

**Initial** \_\_\_\_\_

6. The renter must remove all "left-over" food from event when he /she leaves the premises. Kitchen if used must be cleaned to standard. All remaining cleaning in Post to be accomplished by American Legion Post 117 staff. Fee Amount: Included.

**Initial** \_\_\_\_\_

7. No taxes will be charged for Post rental.

## **B: POST RULES & REGULATIONS**

1. Sub-leasing / rental of this facility is Prohibited.

**Initial** \_\_\_\_\_

2. The Renter is required to be at the facility during the entire event. If not, total deposit will be forfeited.

**Initial** \_\_\_\_\_

3. The Renter must provide to Post 117 a list of all guests prior to rental period. This must be accomplished at least seven days prior to rental date. Any guests not included on the list must sign in at time of entry.

**Initial** \_\_\_\_\_

4. Guests must park in designated parking area.

**Initial** \_\_\_\_\_

5. The use of tacks, nails, pins, transparent tape or staples to affix function decorations is prohibited. No Glitter, Confetti or Fog Machines or Hay Bales are to be used for decoration. Masking tape is permitted only on the metal portions of the ceiling or walls. Violation of decorations used could cause forfeiture of entire deposit. If you have questions about decorations to be used, please ask for approval prior to use.

**Initial** \_\_\_\_\_

6. No Lighted Candles are to be used.

**Initial** \_\_\_\_\_

7. All decorations must be fire retardant.

**Initial** \_\_\_\_\_

8. The Renter is responsible for taking down all their decorations and removing along with balloons or floating objects.

**Initial** \_\_\_\_\_

9. All exterior doors must be kept closed at all times during the event. This is to insure that noise is kept at a minimal level and that the heating or cooling is kept at an efficient usage level.

**Initial** \_\_\_\_\_

10. No bird seed, rice, or confetti may be thrown inside the Post.

**Initial** \_\_\_\_\_

11. The Renter is responsible for the behavior of their guests.

**Initial** \_\_\_\_\_

12. Post has the right to refuse service to anyone. Any person acting in a rude or disorderly manner will be asked to leave the Property.

**Initial** \_\_\_\_\_

13. The Renter may not block any of the Fire Exits with tables, chairs, or decorations. **Initial** \_\_\_\_\_
14. Fireworks or pyrotechnics are prohibited inside, outside and or around the Post. **Initial** \_\_\_\_\_
15. Anyone purchasing or consuming alcoholic beverages on the Post Property must be twenty-one (21) years of age and have a valid State driver's license or State ID. **Initial** \_\_\_\_\_
16. The renter, band members, or guests will not tamper with our electrical systems, breakers, or electrical outlets. **Initial** \_\_\_\_\_
17. The Post will not be held responsible for items left in the Post following the event. **Initial** \_\_\_\_\_
18. Use of grills, barbecue pits, etc. is not authorized on Post property without the express approval of the Post. **Initial** \_\_\_\_\_
19. No Smoking anywhere inside the Post. Guests must go outside. Excess trash or cigarette butts littered on Post property may be cause for loss of deposit. **Initial** \_\_\_\_\_

**C: WAIVER OF LIABILITY**

1. Renter understands the Post is not responsible for the loss or damage to any equipment or supplies of the Renter. **Initial** \_\_\_\_\_
2. To the fullest extent permitted by law, Renter shall hold harmless Post 117 for any accidents or injuries sustained by any of the Renter's or Guest's negligence, intoxication, misbehavior, or poor judgement. Claims, damage, losses and expenses, including but not limited to, attorney's fees, which arise out of or in any way related to any and all personal injury, death or property damage in connection with rental by the Post to the rental of Venue (as defined in this agreement), and arising out of any act and/or omission by the Post and/or any and all of the Post representatives, servants, officers and employees, including but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, whether for compensatory or punitive damages (or any type of damages whatsoever). **Initial** \_\_\_\_\_
3. Renter is responsible for the conduct of the Renter and Renter's guests while they are on Post property. Renters and Renter's guests are strictly prohibited from any conduct, while on Post property that is in violation of Federal, State or local law and ordinances, i.e. (fighting, excessive loud music, drunkenness or vandalism, etc.) on the Post property. **Initial** \_\_\_\_\_
4. In no event will the Post be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Post rendered under this Agreement. **Initial** \_\_\_\_\_
5. The Post will not be responsible for accidents, personal injuries, or damages to automobiles in the parking lot. **Initial** \_\_\_\_\_

6. Venue/Attorney Fees: This Agreement is performable in Phoenix, Maricopa County, Arizona and should either party commence litigation to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable Attorney's fees, court and other costs.

**Initial** \_\_\_\_\_

7. Cancellation Policy: Deposit will be forfeited if cancellation of the event is made less than 14 days prior to the event. If cancellation is made more than 14 days prior to the event a refund of any deposit will be paid to the person whose name is on the rental receipt.

**Initial** \_\_\_\_\_

Any violation or non-support of these rules by the Renter will indicate breach of contract and Renter will forfeit deposit and be asked to leave the Post property immediately. Signing this agreement indicates that you have read and understand and agree to all rules and regulations in this contract.

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Post Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Here at the American Legion Pat Tillman Post 117, we take pride in our facility. We expect everyone using our facility to do the same. Thank you for choosing to use our location and select amenities for your function. We hope you and your guests enjoy yourselves.

<b>Post Use Only</b>	
<b>Date Deposit Paid</b> _____	<b>Receipt no.</b> _____
<b>Total Deposit Paid</b> _____	
<b>Date Balance Paid</b> _____	<b>Receipt no.</b> _____
<b>Total Balance Paid</b> _____	