

**THE AMERICAN LEGION POST 472
VENUE RENTAL AGREEMENT**

This Venue Rental Agreement ("Agreement"), is entered into on this (date)____/____/____, by and between The American Legion Post 472, of 7599 Avenue C, Houston, Texas 77012 ("Lessor") and (lessor name)_____, of (street address)_____, (city)_____, Texas (zip code)_____, (phone nb) _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use The American Legion Post 472 ("Facility") for the (event type) _____ ("Event") to be held on (date) ____/____/____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for a **4 hours** Event which will commence at (start time) ____: ____ am / pm on the date of the Event and will end at (end time) ____: ____ am / pm.

VENUE DECORATION ACCESS

Access of **2 hours** to decorate the venue will start at: (start time) ____: ____ am / pm. Any deviation from hours discussed, additional charges of \$50.00 per hour will be charged.

RESTRICTED ACCESS

Club Room is reserved for Veterans use. Club Room should not be used for over flow of event.

AMERICAN LEGION MEMBER DISCOUNT

Does this person("Lessor") qualify for American Legion Member Discount from Rental Fee: yes / no (**\$100.00**). Discount only applies to a full price rental on Friday & Saturday.

(legion member name) _____

RENTAL FEE

Lessee shall pay to Lessor as a **RENTAL FEE** for the use by Lessee of the Facility, the sum of \$_____, to be paid by Lessee under this Agreement (**the "Rental Fee"**).

Rental Initial Fee of \$_____ (**\$0.00/\$100.00**) for venue rental has been paid. **Rental balance is due 30 calendrer days before event.** This deposit may go towards final balance of rental cost.

See attach exhibit to what's included in venue rental.

***Zelle, cash, check or money orders are acceptable*.**

SECURITY DEPOSIT FEE

Lessee shall deposit the sum of \$_____ (**\$0.00/\$100.00**) as a **security/damage deposit** to be returned to Lessee upon inspection completion of venue the following day of event in accordance with the terms of this lease if, the venue is returned in the same condition as when leased, reasonable wear and tear excepted. If there is no damage, no later than 30 days after the event shall the security/damage be returned.

See attach exhibit to what's included in venue rental.

***Zelle, cash, check or money orders are acceptable*.**

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to **180** days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between **179** and **61** days prior to the Event Date, Lessee will be charged **50%** of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations **60** days prior to Event Date, Lessee will be charged **100%** of the Rental Costs and any expenses incurred by Lessor.

OTHER INFORMATION

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Texas.

FORCE MAJEURE

Acts of God: In the event either party is unable to perform its obligations under the terms of this Rental Agreement, despite having taken commercially, reasonable precautions, because of acts of God, interruption of electrical power or other utilities, equipment or transmission failure or damage, or other causes reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes. The Manager and the Trust shall notify each other as soon as reasonably possible following the occurrence of an event described in this subsection. Lessor has the right to cancel event when an Act of God occurs. The event may be rescheduled for another date that may be available or the rental money may be returned to Lessee.

SIGNATORIES

This Agreement shall be signed by Party on behalf of The American Legion Post 472 and by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

The American Legion Post 472

By: Joe R Rodriguez
Signature

Date: ___/___/___

Joe R Rodriguez

alp472472@gmail.com

Print Name

Zelle to email above

LESSEE

By: _____
Signature

Date: ___/___/___

Print Name

Print email

EXHIBIT 1

Event Rental includes:

- Tables and chairs
- Security guard provided on Friday or Saturday events.
- Free parking
- Kitchen usage with refrigerator space available
- We ask that you respectfully clean the kitchen area and refrigerator after usage
- Full cash bar

Rules:

- Late events must end no later than midnight and the venue must be cleared by 12:30 am per TABC.
- A rental deposit is required to reserve the requested date.
- No alcohol will be served or consumed until security is present per TABC.
- Bartenders are included with rental.
- You can only bring in food. Beverages (water, soft drinks, and beer) will be sold from the concession.
- On late events last call will be at 11:30 pm.
- All alcoholic beverages served during the event must be purchased from **The American Legion Harrisburg Post 472 with the understanding that guests are not allowed to enter or leave the event with any liquor containers of any type.**
- No decorations will be hung from the ceiling or taped, stapled, pinned, or otherwise attached to the walls or floor.
- All exits, corridors, fire hoses, and stairways must be free of obstructions. Exit doors cannot be locked or blocked per the Fire Marshall.
- The tenant agrees to promptly pay American Legion Post 472 for any damage, or expense that the post may incur to repair or pay others to repair, caused by the tenant or guests over deposit amount.
- Tenant agrees to promptly notify The American Legion Harrisburg Post 472 of any malfunctioning equipment, plumbing leaks, electrical issues, etc.
- The American Legion Harrisburg Post 472 will not be responsible for any incidents or injuries incurred by tenants or guest during the rental period.
- Maximum occupancy will not be exceeded (200 people).