

The American legion, Blake-Blackston post # 77
102 Glen Avenue Easton, MD 21601

The American Legion Blake-Blackston Post # 77

Agreement for the Use of the Banquet Hall

THIS RENTAL AGREEMENT ("Agreement") is made by and between The American Legion, Blake-Blackston Post #77 (hereinafter "ALBB POST 77") and

_____ (hereinafter "Renter"). ALBB POST 77 and The Renter collectively may be referred to as the "Parties").

The ALBB POST 77 hereby agree to rent the ALBB POST 77 Banquet Hall Located at 102 Glenwood Ave, Easton Maryland 21601 on:

Event Date: _____

Between the hours of: _____ a.m. /p.m and _____ a.m. /p.m

Name of Renter _____ Phone _____

Address _____

Type of Event _____ Number of Guests _____

Bar Service is required ____ Yes ____ No (**Bartender included upon Rental**)

Number of Bartenders requested ____1 or ____2 (**additional fee of \$60.00 Each Bartender.**)

*Note- Bartender must be provided by ALBB POST 77

*Note-Kitchen is off Limits/ unless prior arrangements with Kitchen Tenants

The Rental Hold/ Security Deposit

In addition to the rental fee, the Renter shall pay the ALBB POST 77 an additional charge of \$100.00-the "Rental Hold/Security Deposit"-upon execution of this agreement to secure the Renter intent to rent the hall and cover any damages or lost that may occur to do Hall, its contents, or any other part of the ALBB POST 77.In addition, the Rental Hold/ Security Deposit shall be forfeited if outside alcoholic beverages are introduced into the facility by the Renter and/or guest. Only after the ALBB POST 77 has determined that the hall, its contents and the ALBB POST 77 building and grounds are free of damage arising from or related to the Renter's, rental of the hall will this, or portion of this be refunded. Upon demand from ALBB POST 77, the Renter shall immediately pay the ALBB POST 77 the cost to repair any damage in Excess of the Rental/Hold Security .No drugs or outside alcohol on premise at any times, violator will be asked to leave facility.

Maximum Capacity

No more than 195 persons shall be permitted in the hall at one time

Terms and Conditions**Facilities**

During the term of the rental period, as outlined above, the renter may have the executive use and enjoyment of the hall of the ALBB POST 77, including restrooms, tables, chairs, light, foyer, and audio/visual equipment.

Decorations

The only decorations permitted in the hall are those which may be placed on the floor or tables. The Renters shall not hang, tape, or suspend decorations from the walls, ceiling, or door frame within the hall. All items (rice, bird seed, glitter, confetti, etc.) used on the ground of the hall are the responsibility of the Renter and must be removed from the property by the Renter.

Post-Rental

All Belonging must be removed from the hall immediately following the conclusion of the event. All items must be cleared from tables and trash must be bagged and taken to the dumpster behind the building.

Damage

The renter is responsible, upon demand, shall pay ALBB POST 77 for any and all damages to the hall that arise from or related to the Renters' use of the hall. This includes, but is not limited to, damage to restrooms, tables, chairs, or any other property or asset owned by the ALBB POST 77. Tables and chairs are not to be dragged across the Post Floors.

Act beyond the ALBB POST 77'S Control

In the event that the hall or any part thereof is damaged or destroyed by fire or any other act cause, or if any casualty or unforeseen occurrence shall render the ALBB POST 77'S fulfillment of the Agreement impossible, then this Agreement shall terminate, and ALBB POST 77, shall pay the renting party the rental charge and security deposit back to the Renter. The ALBB POST 77 reserves the right to cancel this contract at any time, if in the event of disaster declared by Talbot County or the State of Maryland, the hall is required to be used for housing of person as result of an emergency. The return of the Rental charges and Security deposit shall be the Renters sole and exclusive remedy for termination of this Agreement, and the Renter hereby expressly waives any claim for damages or compensation arising from or related to the termination of this Agreement under this Paragraph.

Acceptance of Premises

The Renter agrees that it has inspected the hall and its equipment and the same are in proper condition for the Renters use during the Rental Period.

Scheduling

The ALBB POST 77 retains the right to schedule other events in the hall both before and after the Rental Period without notice to the Renter.

Advertising

Absent express written consent from the ALBB POST 77, the Renter shall not distribute, circulate, or permit to be distributed or circulated any advertisings material in or about the hall or ALBB POST 77, including the ALBB POST 77'S parking lot.

Access to Premises

ALBB POST 77 reserves for its members, representatives, and agent free access and the right to enter any portion of the hall.

Indemnity

The Renter shall indemnify, defend and hold harmless the ALBB POST 77 and officers and members against any and all demands, causes of action, or any other claims of the Renter, its members, agent's employees, subcontractors, Patrons, Guests, or invites arising out of or related to the Renters rental of the hall.

Cancellation

In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other party fails to comply with each and every term and condition of this Agreement. In event that the renter either (A) breaches any term of this Agreement or (B) cancels, the rental Hold/Security Deposit shall be forfeited as liquidated damages.

Compliance with law

The Renter shall comply with all applicable laws and regulations and shall not use or occupy the hall for any unlawful purpose or permit others to occupy the hall for any unlawful purpose. This Agreement shall be governed by the laws of the State of Maryland. The Parties agree that if any provision of this Agreement is held to be invalid or unenforceable, all the other provisions shall, nevertheless, continue in full force and effect.

Assignment

The Agreement may not be assigned to or transferred without the express written consent of the ALBB POST 77.

Entire Understanding

The Parties agree that this agreement contains the entire understand between Parties and that there are no oral or written promises, inducements, representations, warranties, covenants, Undertakings, or agreement whatsoever between Parties except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreement between Parties, whether verbal or written, regarding the rental of the hall.

Modification

This Agreement may not be modified or amended except through an express written agreement, signed by the Parties.

Advice of Counsel

Each party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understanding the contents of this Agreement including the legal rights, obligations and liabilities arising by virtue of this Agreement: and each executes this Agreement freely, voluntarily, and without reservation.

Binding Effect

This Agreement is not valid unless signed by Activity Coordinator of the ALBB POST 77 or the Commander of ALBB POST 77 and the Renter. This Agreement shall be binding with signature of the Activity Coordinator or Commander and Renting Parties.

Insurance

The Renter hereby agrees to assume all responsibility for insurance respecting the facility during use under the Agreement, and to assert no claim of coverage under any insurance policy of the ALBB POST 77 during the period of the Rental Agreement.

Covenants

The Renter shall be responsible for any attorney fee cost incurred by the ALBB POST 77 in enforcing any of the provision of this Agreement. Any Sum money owed by the Renter pursuant to the term of this agreement or which may be owed as a result of breach of any of the term hereof shall be treated as harassment against ALBB POST 77.

ALBB POST 77 reserves the right of any Member of the Executive Body or Members to enter the premises during the period of the Renters use. The Member has the right to eject any

Person or Persons behaving in a disorderly manner or contrary to the rules and regulations of the ALBB POST 77 and/or to prevent any damage or destruction of the Premises.

Rental Charge for this Agreement

The Total Rental charge for this Agreement shall be \$ _____

Bartender Service (\$60.00 per Bartender) \$ _____

The Rental Charge is payable in full to ALBB POST 77 Via Certified Check or Money Order 1 week in advance of the Rental period,

Signed the _____ day of _____, 20_____

Renter Signature _____

ALBB POST 77 Commander or Activity Coordinator

Signature _____

For ALBBPOST 77 Use Only

Renter's Name _____

Event Date _____

Additional Contact Info _____

E-mail _____

Cell number _____

Rental Charge _____ Amount Paid _____ Balance Due _____

Balance Due _____ Amount Paid _____ Balance _____

Security Deposit \$ _____ Date Paid _____ Receipt # _____

Security Deposit: Amt Returned _____ Details _____

Date _____ Payment: Cash/Check _____ Receipt # _____

- Note Renter may get their own insurance to cover any damage to ALBB POST 77
- Kitchen Off limit unless you contact Tenants who rent our Kitchen (ask for phone number)