

AMERICAN LEGION POST 26 FACILITY RENTAL AGREEMENT

Reservations for the use of the American Legion Hall Facility
Must be made through:

Davenport American Legion Post 26
702 West 35th Street, Davenport, Iowa 52806

Reservation must be made in person

For further assistance, call: (563) 343-3294 (David Jones)

Rental reservations for most events need to be made at least ten (10) working days prior to the event, excluding funeral luncheons and emergency situations. Reservations can be accepted a year in advance prior to the event. Any event scheduled beyond one year out requires a \$25.00 non-refundable hold fee. The fee will be applied toward event charges when the event occurs. Each event is regarded as a separate rental charge.

DAYS:	NON-MEMBER PRICE	MEMBER PRICE(Auxiliary)
SUNDAY thru THURSDAY	\$250.00 + cleaning fee	\$150.00 + cleaning fee
FRIDAY and SATURDAY	\$350.00 + cleaning fee	\$200.00 + cleaning fee
Deposit(s)	\$125.00	\$75.00

CLEANING FEE: \$50.00 (less than 50 people), \$75.00 (51 to 150 people)
\$100.00 (151 or more people) No Exceptions

BARTENDER FEE: \$15.00 per hour for each bartender (see requirements for
Bartenders under **BARTENDER-BEER & LIQUOR SALES**)

Member rate to include immediate family (member MUST be present at the entire event).
A Member is considered as a Post 26 Member with the current year dues paid.

Facility use cannot be reserved for more than one rental period unless permitted in special circumstances by the Davenport American Legion. A rental period is determined to be the hours designated as the rental time. SUB-LEASING/RENTAL OF THIS FACILITY IS PROHIBITED.

RENTAL TIMES

Rental times for the Davenport American Legion Building are:

SUNDAY thru THURSDAY 8:00 AM to Midnight

FRIDAY 11:00 AM to Midnight

SATURDAY 8:00 AM to 1:00 AM

(Rental not available during regularly scheduled Post Meetings and Events)

Early entry is not allowed unless the Davenport American Legion gives prior authorization.

WALK THROUGH

A walk through of the facility with the rental attendant is required. The walk through should take approximately 20-30 minutes. The renter is required to be present for the walk through. The walk through will be arranged before the event. The rental attendant will be in contact with the renter to arrange a specific time.

The renter must meet all the responsibilities (as listed below) before the rental attendant signs the inspection report after the event. Use of the facility prior to the rental period is not permitted. The renter may enter the facility the night before the scheduled event to decorate if prior permission is obtained and no other function is scheduled. The renter or a designated, responsible individual is to be at the facility during the entire event. The rental attendant is to be informed of the responsible party's identity in the event the renter leaves the function.

SECURITY

SECURITY (if deemed necessary by Davenport American Legion)

The renter will be responsible for the cost of an authorized security detail. Security guards have the authority to stop an event or call local law enforcement for the following reasons:

- Physical altercations occurring during an event
- Minors being served alcohol or use of illegal drugs inside or outside the facility
- Destruction of city property or Davenport American Legion property.
- Any event closed by the Davenport Police Department, or the security guards will subject the renter to loss of all deposits paid as well as any additional costs which may be incurred.

CLEANING REQUIREMENTS

Cleaning of the hall is contracted by Davenport American Legion Post 26 and charged back to the renter according to the size of the event. Renters are required to remove all personal belongings, decorations, and other items immediately following the rental. Prior arrangements must be made if overnight storage of personal items or food is required. Contact your Davenport American Legion Post 26 representative if other arrangements are needed for cleaning and or storage and pickup of personal items. There is a public address (PA) system available for rent. The fee is \$25.00. The renter assumes responsibility for any damage resulting from the use of the PA system. The property and equipment within the building is not to be removed from the premises. Smoking is **NOT** permitted within the facility. Ashtrays are located outside the rear entrance of the building. No smoking in front of the building is allowed.

ALCOHOL

Alcoholic beverages are to be consumed within the building ONLY. No alcoholic beverages are to be consumed outside the building, within the parking area, or on streets or sidewalks adjacent to the building. Alcoholic beverages curfew shall be observed at the hour of 12:00AM. All alcoholic beverages shall be removed from public view and not be available for consumption after midnight (Excluding Saturday rental, which is 1:00 AM). Violations of this section may subject the renter to immediate suspension of the event and additional costs. Alcohol being served or sold without prior approval from Davenport American Legion may result in a forfeiture of the security and damage deposits. Alcohol shall not be served nor sold at youth-oriented events. Any opened containers shall become the property of the Davenport American Legion. See renter's alcohol statement (Attachment 1).

BARTENDER-BEER & LIQUOR SALES

All alcohol and soft drinks must be purchased from the Davenport American Legion. When drinks are served, a Davenport American Legion Bartender(s) must be used. For events having 1 to 100 in attendance, one (1) bartender will be used. For those events of 100 to 200, two (2) bartenders must be used. For events of 200-300, three (3) bartenders must be used. The Bartenders will be paid \$15.00 per hour by the persons renting the American Legion Post 26.

DECORATIONS

ALL DECORATIONS MUST BE FIRE RETARDANT. Tacks, pins, and transparent tape are not permitted on the walls. Only masking tape on the metal portions of the ceiling or walls is permitted. Some confetti, glitter products, real grapes and berries cannot be used as decorations. Violation of decorations used could cause forfeiture of damage deposit. If you have questions on decorations to be used, please ask for approval from your rental attendant prior to use.

Maximum capacity for the Davenport American Legion building is 300 people. The Fire Marshal has determined this number of people to be a safe occupancy for the building. The maximum number of people shall not be exceeded. Room capacities are posted in each room. Violation of maximum capacity may result in closure of the event. Bar Room – 100 ppl, Main Room – 200 ppl.

INFORMATION

Rental term violations and/or safety or security concerns may result in immediate closure of the event and subject the renter to possible extra charges. Smoking is limited to the rear entrance area only. Ashtrays are provided in those areas. Any damages to the facility due to smoking, i.e., floor, will be charged to the renter.

Doors are to be kept closed during the use of the Davenport American Legion Building. All doors will remain CLOSED during the ENTIRE time of the event. This is to ensure that noise is kept at a minimal level and that the heating or cooling is kept in efficient use.

HALL RENTAL FEES AND DEPOSITS

Rental fees and deposits must be paid prior to the event. A minimum of half the rental fee and deposits are required at the time of the reservation. The remaining balance must be paid two (2) weeks prior to the rental date. Non-payment of the balance will result in forfeiture of the rental date. When the "after event" inspection of the hall is complete, the deposit will be returned to the renter or a portion, if any, according to the damage found (if deposit was required).

Cancellations will be accepted within ten (10) working days prior to the rental date. A \$50.00 cancellation fee will be charged for reservations cancelled within the time allowed. A penalty of one-fourth of the fees and deposits will be charged for cancellations of less than ten (10) working days.

Deposit refunds are given when: prior to the next scheduled event the cleanliness and condition of the premises are determined to be within standards. Any charges for damage, loss, excessive cleaning, or additional custodial duties shall be deducted from the deposit. Costs exceeding the deposit will be billed to the renter. The report regarding the condition of the premises will be available from the Davenport American Legion after the rental. *The deposit will be refunded only to the person or organization whose name appears on the rental receipt* **DESPOSIT REFUNDS TAKE A MINIMUM OF 5-10 WORKING DAYS TO PROCESS** (if deposits were required).

American Legion Post #26 can provide Food, Beverage and Catering, as well as selected licensed caterers. (See Attachment for legion menu). All food & beverages must be purchased from American Legion Post 26 or **licensed caterer (License, Insurance, and Proof of Catering Permit)**. We provide a menu for selections for any meal types. Items not listed in the attached menu selection guide can be prepared if requested and equipment is on hand to prepare. The only exception is for cakes for parties, weddings or special events can be purchased through a bakery and brought in with prior approval.

All food service and catering require a final meal count 2 weeks (14 days) prior to the event and must be paid for at that time.

HOUSE RULES

1. There is no smoking in the front entrance area of the American Legion
2. All Smoking will be done at the back of the building, go through the bar and up the stairs and through the doors
3. All cans and bottles are to be recycled, cans are to be placed in the marked boxes throughout the building or returned to the bar along with the glass bottles (water bottles can be thrown away).

The renter is responsible for the following:

1. Making sure that all trash has been removed from the building and placed into the dumpster at the northwest corner of our parking lot, and new trash liners are put into the trash cans.
2. Making sure that if the room layout is changed, they will put the room back into the condition it was found.
3. Making sure that any major spills or messes are cleaned up and the floors are spot swept and mopped

Renter's Initials _____

DAVENPORT AMERICAN LEGION POST 26 HALL RENTAL AGREEMENT

(Attachment 2)

I, _____ have read and agree with the rules and policies of the attached hall rental agreement.

Alcohol will _____, will not _____ be either served or consumed at this event.

Rental Fee \$ _____

Food Costs \$ _____

Public Address System fee \$ _____

Table Coverings \$ _____

Clean Up fee \$ _____

Damage Deposit \$ _____

Security Guards (if required, how many _____) \$ _____

Hold Date Deposit \$(_____)

Balance Due (With-In 72 hours of the Event)

Date Due _____ \$ _____

Renter _____

Address _____, City _____

Contact Name _____

Phone Numbers _____

Event Date: _____ Time: _____ Approx. # Guests: _____

Check # _____, Date _____

Legion Sponsoring Representative: _____

Application Received by: _____, Phone _____

Beverages Costs \$ _____

Total Received \$ _____

Event Walk Through Information and Meal Request
(Attachment 1)

Date of initial walk through of facility: _____ Legion Member: _____

I, _____ have been provided a tour of the facility and understand the space available for use and building policies.

Renter _____

Type of Event _____

Event Date _____ How many attending: _____

Space and set up information: _____

Meal & Beverage Selections and Set Up: _____

Final Meal Count (2 weeks prior to event): _____ provided by: _____

Event conclusion and final walk through:

Time: _____ Date: _____ Legion Member: _____

Any damages or comments: _____

Renters signature: _____ Date: _____