

**DAVIS-DARROW-MEYER
AMERICAN LEGION POST 112
ELK RIVER, MINNESOTA**

Hall Rental Agreement

FEES AND DEPOSITS

Reservations are contracted by an individual, who thereby accepts full responsibility for all aspects of the event.

Rental fee is:

- **\$200 for the North Hall**
- **\$250 for the South Hall**
- **\$450 for both.**

A **\$200 room & damage deposit** is required to reserve the hall on a given date. No refund will be issued for cancellations less than 60 days before the rental date, unless we are able to re-let the hall for the same date.

This room & damage deposit is payable 60 days before the event and will be refunded within 7 days after the event if the inside and outside of the facilities are undamaged.

A **\$175 security fee** is also required 60 days in advance for events that include a DJ or live music, which will cover the Legion's cost of providing security.

Special Events, including funerals, deployment parties, campaign meetings and fundraisers require a \$100 donation for use of the North or South hall, \$150 for use of both halls. Partial use of the kitchen is another \$50. These fees are necessary to cover the cost of utilities and maintenance.

Meetings: \$50 per hour or any portion thereof.

Sunday rentals: Are 50% of regular rental fees, but renters must still provide the full damage and security deposits.

American Legion/SAL/ Auxiliary Post 112 members receive a 50% discount on rental fees but must still provide the full damage and security deposits. There is *no* rental fee for use of the hall for memorial services by Post 112 members or their immediate family.

SEATING

Users must set up the tables and chairs for their events. Care must be taken to avoid damage to the floor during set-up- such as by dragging chairs and tables across the floor - which could reduce the amount of damage deposit that can be refunded.

Each 6-foot table provides seating for 6 guests. With tables and chairs set up for dining, the North hall can accommodate 120 guests, and the South hall can accommodate 96.

We have tables and chairs to seat a total of 200 guests when using both the North and South halls, but this number does not allow much room for serving tables or a buffet line, gift table, DJ/musicians, etc.

The maximum occupancy of both halls is 545.

DECORATION

Decorations should not be applied with tape or staples that may damage the walls or ceiling. Wire hooks may be used for decorations suspended from the ceiling. Blue or green "painters' tape" is safe for most surfaces. Do not use duct tape or regular masking tape. A ladder is available for your use.

It is the renter's responsibility to remove all decorations after the event, clean off the tables, and place all trash in the dumpster. The Legion will be responsible for sweeping, mopping and other floor maintenance.

If special or additional clean-up is required - as determined by the Legion - this may reduce the portion of the damage deposit that can be refunded.

ALCOHOLIC BEVERAGES

The Legion can provide any alcoholic beverages and soft drinks you require at competitive rates and will supply one or more bartenders for the 'private' bar in the South Hall. The total cost of the private bar depends on any special request items (such as a keg) plus the amount of stock items consumed. Your guests can also purchase beverages at the public bar during normal hours of operation.

Absolutely NO alcoholic products are to be brought into this facility by the renter or his/her guests. Liquor, beer and soft drinks must be purchased from the Legion.

Any alcoholic beverages brought into the facility will be confiscated and those who brought them in will be asked to leave. Non-compliance with this request will be considered a trespass and dealt with by city police.

CHILDREN AND MINORS

We welcome families to our facility, but whether in the public bar or at a private event, state law must be obeyed. As the owner of the liquor license for this facility, we would be responsible if we allowed the serving of alcoholic beverages to minors or for over-serving of your adult guests. Employing our trained bartenders protects both you and the Legion against potential problems.

We therefore require that minors be supervised by a parent or guardian. They are not allowed in the public bar area unless accompanied by a parent or guardian, and are not allowed to roam unsupervised through the building or outside or engage in any activity that disrupts the normal operation of the Legion or endangers the property or personal safety of our patrons.

If the management or security personnel of the Legion should determine that any of the above conditions or any State of Minnesota liquor laws have been violated, the management is authorized to retain all or part of the damage deposit provided by the renter(s). A copy of the applicable state statutes is attached.

Some renters have found it useful to have an area set up for younger children, with age-appropriate activities such as coloring books, story books, soft toys, videos, etc. Naturally, adult supervision is still required.

KITCHEN USE OPTIONS

Partial use - \$75: Includes use of the serving area, a refrigerator, sink, and counters. Salt & pepper shakers and creamer & sugar holders are available, as are coffee makers.

. Partial kitchen use does NOT include plates, cups, silverware, napkins, or any other products associated with the serving of food or use of the stove/ ovens.

Whole kitchen - \$150: Available beginning at 12 PM on the day of the rental, unless a different time is arranged in advance. Includes access to 300 china plates, 300 coffee cups, silverware for over 300, 50 sets of salt/pepper/sugar/creamer, 2 coffee makers and 2 satellite coffee carafes. Also includes dish soap and dish towels, paper towels, trash can liners, flatware washer, and multiple electric roasters, plus access to a commercial stove/oven and refrigerator.

No dishes, cups, glasses, silverware, chairs, tables or other furnishings or equipment may be removed from the premises. Removal of any Legion property will be considered theft and dealt with as a criminal act.

We do not furnish or sell napkins, place mats or condiments, serving utensils or spoons, carving knives, spatulas or containers for leftovers.

Renters are responsible for washing and drying Legion dishes and silver, if used. All food and preparation equipment brought in for your use must be removed at the end of the event.

Renters must also clean and wipe down the tables and all kitchen surfaces, and take all kitchen waste to the dumpster. We have a separate dumpster for recyclable material.

I understand the terms and conditions of this rental agreement and agree to abide by them.

I agree to indemnify and hold harmless Davis-Darrow-Meyer American Legion Post 112 from any and all claims, demands, costs, losses and actions, causes of action or judgements.

Renter / Responsible Party (Please Print)

Signature

Legion Representative (Please Print)

Signature

**DAVIS-DARROW-MEYER
AMERICAN LEGION POST 112
ELK RIVER, MINNESOTA**

Supplemental User Agreement

The undersigned person(s) understand and agree that Minnesota Statutes forbid minors to be in premises that serve alcoholic beverages unless that minor's parent is present and supervising the minor. Under no circumstances will minors be allowed in the bar area of the Legion without parental supervision.

The undersigned(s) also agree and understand that any minors present at the event will not be allowed to roam at large, either inside or outside the building.

Minors are specifically excluded from playing or loitering in the parking lot or on the landscaped portions of these premises, from throwing rocks or other materials or objects, or engaging in any other activity that may damage Legion, guest or customer property, or engaging in activity that disrupts the normal operation of the Legion.

See attachment **Minnesota Statute 340A.503 and 340A.701** regarding unlawful acts involving persons under 21 years of age.

If the Legion management or the security agent provided by the Legion determines that any of the above conditions has been violated, the management is authorized to retain part or all of the damage deposit posted by the user. The undersigned agrees that such a determination is binding on the parties and is final in all respects.

By signing, the user certifies that he/she has read this document and that it is a part of the overall agreement for use of the Elk River American Legion premises.

Attested this _____ day of _____
Day *Month* *Year*

by :

First User Signature

Second User Signature

Representative of American Legion Post 112, Elk River, Minnesota