

VFW POST 6441
P.O. BOX 535
WIMBERLEY, TEXAS 78676
FACILITY RENTAL/LEASE AGREEMENT

Lessee: _____ Phone _____

Contact Agent: _____ Phone _____

Address: _____

eMail: _____

Date(s) Required: _____ Time Required: _____

Use of Facility: _____

1. This agreement covers the use of the VFW Main Hall (including Snack Bar and restrooms) and/or the Kitchen, Annex, Arena as listed below. Your time includes from setup start through tear down and clean up completion (from when you first enter the premises to when you finally leave). **If you use extra unpaid time, it shall be deducted from your security deposit, if you use other areas of the Post that are not paid for, you will be charged for those areas!**

2. The fee for lease, deposit and extra time is set out below.

| | <u>RENTAL FEE</u> | <u>XTRA HRS</u> | <u>CLEAN REQUIRED</u> | <u>SECURITY DEPOSIT</u> |
|---------------------|-------------------|-----------------|-----------------------|---|
| MAIN HALL | \$ _____ | \$ _____ | \$275.00 | \$ _____ |
| SOUND SYSTEM | | | | |
| 2 Mikes | <u>\$250.00</u> | | | Includes use of TV, any damage will be deducted from Deposit |
| KITCHEN | \$ _____ | \$ _____ | \$ 150.00 | \$ _____ |
| ARENA HR. | \$ _____ | \$ _____ | \$ 400.00 | \$ _____ |
| ARENA 24 Hr. | \$ 1,750.00 | | \$ 1,000.00 | \$ 1,000.00 |
| ANNEX | \$ _____ | \$ _____ | \$ 150.00 | \$ _____ |
| TOTAL | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

3. **The VFW hereby acknowledges receipt of the deposits (per paragraph 2). The deposit will be refunded by check approximately 15 days after the event. The deposit will be returned, with any additional cleaning fees, or damage to the VFW Facilities.**

4. **All fees are to be paid in full at least 30 days prior to the lease date. No refund of the lease fee will occur if cancellation is less than 30 days prior to the lease date. Cancellation at least 30 days prior to the lease date will result in a refund of all monies. Using a credit card will be charged 3% non-refundable fee.**

5. To the extent authorized by the Constitution and laws of the State of Texas shall indemnify and hold VFW Post 6441, its officers, members, agents, and employees harmless against any and all losses, claims, demands, damages, liabilities, and costs, including attorney's fees, which directly or indirectly result from, or arise in connection with, any act or omission of Lessee, its officers, agents, employees, or invitees, pertaining to its activities and obligations under this Agreement or from Lessee's use of VFW property. Lessee further agrees to be obligated to defend VFW Post 6441 which directly or indirectly result from, or arise in connection with, any act or omission of Lessee, its officers, agents, employees, or invitees, pertaining to its activities and obligations under this Agreement or from Lessee's use of VFW property, even if the claims are groundless, false, or fraudulent.

Lessee shall be responsible for securing its own liability insurance. Upon written notice, VFW Post 6441 may require the Lessee to obtain commercial insurance coverage acceptable to VFW Post 6441 having an AM Best rating of A-VI or better against all claims for damages caused by bodily injury, including death, to employees and third parties and claims for property damage. In such a case, the Lessee shall be required to obtain general liability insurance limits not less than \$1,000,000 for each occurrence, \$300,000 for damaged to rented premises (each occurrence), \$1,000,000 for personal

injury, \$2,000,000 for general aggregate, and \$1,000,000 for products. The coverage shall include personal injury, broad form property damage coverage, products completed operations, medical payments, and fire legal liability (damage to rented premises). The Lessee shall secure a Certificate of Insurance which must be issued on a form approved by the Texas Department of Insurance. The Certificate Holder on the insurance certificate provided shall be listed as Oldham-Cummings VFW Post 6441, P.O. Box 535, Wimberley, Texas 78676. The Lessee/Exhibitors are also required to ensure that all contractors and third parties performing work or providing services in connection with their lease agreement also carry insurance which meets the terms, requirements, and minimum limits of liability required in this Agreement. Lessee grants to VFW Post 6441, on behalf of any insurer providing insurance to Lessee with respect to any of the perils for which Lessee has agreed to provide insurance, a waiver of any right of subrogation that any insurer may acquire by virtue of payment of any loss related to any activities and obligations under this Agreement.

6. The lessee shall be responsible for maintaining adequate security of the premises and all VFW property. The lessee shall be responsible for liquor use by all persons who are present during the lease period. **If there is any disturbance that the police must resolve none of the security deposits will be refunded.**

7. The Lessee shall obtain and provide all relevant permits including, but not limited to, resale, health, and fire permits, if applicable.

8. The lessee shall ensure compliance with the posted building occupancy limits and safety measures including maintaining access to emergency exits.

9. No subleasing of leased space is allowed. Leased space is only to be used by the Lessee and for the products, if any, stipulated in this Agreement. Signage for any Lessee/exhibitor other than the one stated in this Agreement is not allowed, unless written permission is received from the Commander of VFW Post 6441.

10. Lessee shall provide a list of products offered, if any. No flammable, dangerous, vaping, and/or CBD products are permitted on the premises.

11. Failure of Lessee to abide by all rules, regulations, specifications, guidelines, and requirements as set forth in the Lease Agreement and Hall Rental Instructions may, at the sole discretion of VFW Post 6441, result in forfeiture of all monies, rights, and privileges.

12. By this reference, the Hall Rental Instructions is incorporated into and becomes a part of the Lease Agreement. By signing or electronically executing the lease, the Lessee and/or exhibitor agrees to abide by the provisions of the Hall Rental Instructions. It is also agreed and assured that all agents, employees, and invitees of the lessee have been made aware of its contents.

Veterans of Foreign Wars Post 6441

Lessee: _____ By Post Officer or Rental Coordinator _____

Print Name: _____ Print Name: _____

As Post 6441 and not in individual capacity

Date: _____ Date: _____

Cleaning Fee: \$ _____ Received By: _____ Date _____

Security Deposit \$ _____ Received By: _____ Date _____

Rental Fee: \$ _____ Received By: _____ Date _____

Credit card fee of 3% are added to costs if a credit card is used and it is nonrefundable

Refund by Quartermaster \$ _____ Check No _____ Date _____