

**Charles Harbel Post #892**  
 American Legion  
 Route #417 Allegany, New York 14706

**RENTAL AGREEMENT**

Person Responsible: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Address: \_\_\_\_\_ Organization: \_\_\_\_\_

\*\*\*\*\*

Rental Date(s): \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ - \_\_\_\_\_ Purpose: \_\_\_\_\_

Indoor Hall: \_\_\_ Yes \_\_\_ No Outside: \_\_\_ Yes \_\_\_ No

SET UP Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ - \_\_\_\_\_

Rental Rate(s): Indoor Hall \$200.00/day x # days: \_\_\_\_\_ \$ \_\_\_\_\_

- # Kegs: \_\_\_\_ Brand: \_\_\_\_\_ Cost each: \$ \_\_\_\_\_ \$ \_\_\_\_\_

- \$200.00 Refundable Damage Deposit \$ \_\_\_\_\_

Outside/Pavilion \$50.00/day # days: \_\_\_\_\_ \$ \_\_\_\_\_

Kitchen use \$100.00/day # days: \_\_\_\_\_ \$ \_\_\_\_\_

(Does NOT include dishes/Pots & Pans)

MISC: \_\_\_\_\_ \$ \_\_\_\_\_

SUB-TOTAL: \$ \_\_\_\_\_

Adjustments Reason: \_\_\_\_\_ - \$ \_\_\_\_\_

**TOTAL FEE TO CUSTOMER** \$ \_\_\_\_\_

Confirmation Deposit, (50% to confirm reservation) - \$ \_\_\_\_\_

BALANCE DUE, (To be paid prior to event) \$ \_\_\_\_\_

\*\*\*\*\*

**TERMS & CONDITIONS**

Reservations are not considered confirmed until a deposit of at least 50% of the "Total Fee To Customer" is received. Priority is given to Members, Sons and Auxiliary members of the Charles Harbel Post #892 of the American Legion. This priority ranking is only used if multiple reservations are received for the same date, area and time are received on the same day. Security deposit is considered as non-refundable unless the event is canceled at least 30 days before the event or if Charles Harbel Post #892 receives a different reservation for the same date/time at least 7 days prior to the date of the event, (Date new "Security Deposit" is received is the date that will be used to determine if the previous security deposit will be returned). Event cancellation can be made by calling (716) 372-8238 and speaking with the Post Manager only.

The above cited \$200.00 Damage Deposit should be made in a separate money order/cashier check to Charles Harbel Post #892 prior to the date of the event. This separate money order/cashier check will be returned to the payee only after the site has been inspected and found to be in a condition equal to or better than when it was initially rented. This money order/cashier check will not be deposited unless having to be used to cover damage cost(s)

### IMDEMNIFICATION

In consideration of leasing any premises of the Charles Harbel Post #892 of the American Legion to the undersigned, the undersigned hereby releases, acquits and forever discharges the Charles Harbel Post #892; its officers, board members, employees, members of its "Sons" or "Auxiliary" from any and all suits, action, compensation, consequential damages, punitive damages or any other thing whatsoever on account of, or in any way growing out of, any and all property damage, personal injuries, illnesses, death or any other thing resulting or to result from any occurrence or accident that may happen as a result of or arise out of leasing or use of the described premises by lessee. The undersigned hereby agrees to indemnify, defend and hold harmless the Charles Harbel Post #892; its officers, board members, employees, members of its "Sons", "Auxiliary" or of the American Legion against claims brought by any person or entity. The undersigned also expressly agrees to the Rental Rules/Conditions annexed hereto, by and through the execution of said Rental Agreement.

_____	____/____/____	_____
Signature of Lessee	Date of Signatures	Signature of Post Manager/Officer
(____) _____ - _____		(716) 372-8238
Phone Number of Lessee		Phone Number of Legion

## **RULES AND GENERAL RENTAL CONDITIONS**

- 1 NO SMOKING in any enclosed dwellings on the premises, except for in the “Smoking” shed. Any violations will be subject to a fine of \$200.00 and the offending person will be escorted off the premises, not to return for 24 hours.
- 2 This facility will be vacated, (including clean up time), within the times listed on the “Rental Agreement”.
- 3 Noise will be kept at an approved level for the event being held. Complaints brought to the attention of staff will be brought to the attention of the “Responsible Person”. If not corrected the event may be canceled with no return of the “Rental Charge”.
- 4 Any person found damaging this facility, (structures or grounds), or removing the contents therein shall be turned over to law enforcement for prosecution. Any person(s) causing a disturbance shall be promptly removed and may be permanently barred from the facility as well as any/all of its grounds.
- 5 Please do not prop any doors open when heat/AC is on or additional charges may apply.
- 6 No persons shall have access to electric panels, or any “member only” areas, absent express permission and instruction by Charles Harbel Post #892 Officers.
- 7 Charles Harbel Post #892 will not be responsible for any articles left behind or lost on the premises.
- 8 Kitchen facilities are available to rent, however, utensils, pots/pans, etc. are NOT available. Lessee shall be responsible for ensuring that all kitchen surfaces, stoves and coolers are cleaned prior to departure. No food, or other items, should be left behind unless arrangements have been made to collect them the next day. (If any items are left behind staff cannot be held responsible for cleaning the left item(s) in a manner approved by the Charles Harbel Post #892).
- 9 Absolutely no decorations will be allowed on wallpapered walls.
- 10 Any damages to tables and/or chairs shall result in a charge of \$50.00 per chair and \$100.00 per table damaged.
- 11 Rental applications should be promptly submitted. Event time/date will not be considered confirmed until both the “Rental Application” and the “Security Deposit” have been received. If a “Rental Application” is received without a “Security Deposit” and a “Security Deposit” is not received at least 30 days prior to the date of the event the “Rental Application” is considered voided.
- 12 Set-up/unlock time for the event are to be stated upon the “Rental Application”
- 13 Alcohol will be purchased from the Charles Harbel Post #892 and not brought to the event.
- 14 No minors will be allowed at the event when alcohol is being served, with the exception of wedding receptions or family events.
- 15 Lessee will ensure that interior lights are turned off, facility is cleaned, all garbage is taken to the dumpster, and Charles Harbel Post #892 Staff will be notified prior to departure.

- 16 Clean up of facility/grounds will be completed the same day as the event unless prior Arrangements are noted on the "Rental Agreement"
- 17 The facility/grounds will be left in the same condition as it was found

All rental money orders/cashier checks should be made payable to: Charles Harbel Post #892 and can be mailed to:

Charles Harbel Post #892  
Attn: Post Manager  
Allegany, New York 14706

These Rules and Conditions adopted by the Trustees of the Charles Harbel Post #892 shall accompany all Rental Contracts, and their contents shall be made known by the person responsible for renting said premises.

**The Charles Harbel Post #892 Trustees shall accept or reject any Rental Application in their sole discretion, and their decision shall be final.**