



## AMERICAN LEGION POST #26

This Venue Rental Agreement ("Agreement") is made on \_\_\_\_\_, by and between:

**Owner/Lessor ("Owner"):**

**American Legion Post #26**

Event Manager – Leann Zinn

leannzinnALPost26@gmail.com

702 W. 35<sup>th</sup> St.

Davenport, IA 52806

AL: 563-322-4971

EM: 319-520-6342

**Renter/Lessee ("Renter"):**

Renter Contact Name: \_\_\_\_\_

Renter Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Member Name (if applicable): \_\_\_\_\_

**Eligibility:** To qualify for the member rate, a member in good standing of American Legion Post #26 must be present at the event and listed on this agreement.

**Event Details**

Event Type: \_\_\_\_\_ Date(s): \_\_\_\_\_

Access Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Caterer/Bakery: \_\_\_\_\_

Alcohol \_\_\_ will, \_\_\_ will not be served at the event.

Non-Alcoholic beverages \_\_\_ will, \_\_\_ will not be served at the event. \_\_\_ Lemonade \_\_\_ Coffee \_\_\_ Water

Initial Walk-Through Date: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

How did you hear about our venue? \_\_\_\_\_

I, \_\_\_\_\_, the Renter, have been provided a pre-event walk through Venue, and agree to the terms of the rental agreement. Renter Initials & Date: \_\_\_\_\_



## 1) Reservations & Cancellation

- a) A walk through the venue with the Event Manager or designee is required prior to reserving the venue. The walk-through should take 20-30 minutes, and the renter is required to be present.
- b) Reservations must be made at least 10 days in advance of the event date and may be made up to one year in advance.  
Reservations scheduled one year in advance; a non-refundable hold fee is required to secure the date. This hold fee will be applied toward the total rental fee.
- c) Cancellation of more than 10 business days (M-F) before event: a \$50.00 fee will be charged.
- d) Cancellation of less than 10 business days (M-F) before event: full deposit forfeited.
- e) Rental is not available during regularly scheduled Post meetings and events.

## 2) Venue & Rental Fee

- a) Owner agrees to rent to Renter the following space ("Venue"):
- b) The rental fee includes use of the Venue, standard cleaning services after the event, and bartender service provided by the Venue's licensed bar.
- c) The Event Manager reserves the right to offer different rental fees for Veteran Service Organizations, School and/or Youth events, or other similar organizations.
- d) An additional cleaning fee may be assessed if the Renter does not adhere to the cleaning requirements per the rental agreement.

Room	Capacity	Days	Rental Fee	Member Rental Fee	Security Deposit
Main Hall	250	Fri - Sun			Please contact the Post for our latest Pricing and Deposit Information
		Mon - Thurs			
Bar/Entertainment Room	100	Fri - Sun			
		Mon - Thurs			
Complete Facility	350	Fri - Sun			563-322-4971
		Mon - Thurs			
Funeral or Celebration of Life	350	As needed			
Private Meetings	10-350	As needed			

## 1) Deposit & Payment

- a) Deposits must be paid at the end of the walk through for the rental date to be held. The remaining balance must be paid at least two (2) weeks prior to the event. Non-payment of the balance will result in forfeiture of the rental date and deemed cancellation, and subject to cancellation fees.
- b) An additional deposit for an open bar or bar tab is required 24 hours prior to the event. Any remaining balance must be paid at the end of the event.

**Note:** Deposit refunds take a minimum of 5-10 business days to process.

Rental Fee	Security Deposit	Deposit Date Received	Balance Due	Balance Due By	Balance Date Received	Deposit Amount Returned	Deposit Date Returned	Bar Deposit	Bar Balance

Payment Method: Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit Card: \_\_\_\_\_ Other: \_\_\_\_\_



### **1) Walk-Through & Access**

- a) A pre-event walk-through of the Venue with Owner or its representative is required prior to the signing of this Agreement. The walk-through ensures both parties agree on the condition of the Venue before the event.
- b) After the event, Owner will complete an inspection report documenting the condition of the Venue. A copy of this report will be provided to Renter to identify any damages for which the security deposit is being held, or to confirm that the security deposit will be returned in full.
- c) Advance Access: If no other event is scheduled and proper arrangements have been made with Owner in advance, Renter may be permitted to enter the Venue prior to the event start time for decorating or setup.

### **2) Cleanup & Damages**

Renter shall:

- a) If the room layout has been changed, ensure the room is put back into the condition it was found.
- b) Remove all personal belongings, decorations, and other items immediately following the event.
- c) All personal belongings decorations, and other items are required to be removed within two (2) hours following the rental. Prior arrangements must be made if overnight storage is required.

**Note:** Renter is responsible for any damage caused to the Venue, fixtures, or equipment during the rental period. The security deposit may be used to cover costs, but Renter remains liable for any additional amount.

### **3) Renter's Responsibilities**

- a) Renter shall:
  - i) Supervise all attendees and vendors.
  - ii) Shall not use the Venue for unlawful purposes.
  - iii) Ensure all doors remain closed during the entire event.
  - iv) Ensure no smoking in the building, in front of, or to the rear of the building. Smoking is limited to the West of the building and ashtrays are provided.
  - v) Ensure all cans and bottles are placed in the designated recycling containers throughout the building or returned to the bar. Water bottles can be thrown away.
- b) Decorations:
  - i) All decorations must be fire retardant.
  - ii) Tacks, pins, and transparent tape are not permitted on the walls.
  - iii) Only masking tape is permitted on the metal portions of the ceiling or walls.
  - iv) Confetti, glitter products, real grapes and berries are not permitted for use.

**Note:** Violation of decoration use may forfeit the deposit. Questions about decorations can be discussed with the Event Manager.

### **4) Permitted Use**

- a) Renter agrees to use the Venue solely for the event described above and in compliance with all applicable laws and Venue rules.
- b) Renter may not sublease, assign, or transfer its reservation or rights under this Agreement to any other party without the prior written consent of Owner.

### **5) Alcohol Policy**

- a) All alcoholic beverages and soft drinks must be purchased and served by the Venue.
- b) Alcoholic beverages are only permitted inside the building.
- c) An alcohol curfew is in effect; all alcoholic beverages must be removed from public view and are not allowed for consumption after the curfew time.
- d) Any violation of these alcohol policies may result in immediate suspension of the event and may incur additional fees charged to the Renter.
- e) Alcohol being served or sold without prior written approval from Owner will result in forfeiture of the security deposit.
- f) No outside alcohol may be brought onto the premises.



- g) No outside bartenders may be used.
- h) Bartenders will be scheduled and assigned by the Venue.
- i) Bartenders reserve the right to refuse service to any guest who appears intoxicated or underage
- j) All alcohol service must be provided exclusively by the Venue's own licensed bar in compliance with Iowa law.

**6) Food Policy**

- a) Any outside food brought into the Venue must be prepared and supplied by a licensed and insured food service business (require license, insurance, and proof of catering permit).
- b) The use of crockpots, electric food warmers, or any similar appliances requiring electrical outlets is strictly prohibited within the venue.
- c) Cakes can be purchased through a bakery and brought in with prior approval.
- d) Renter is responsible for ensuring that any such business complies with all applicable food safety regulations.
- e) Owner reserves the right to request proof of licensing and insurance from any outside food provider.
- f) Owner can provide a list of preferred caterers upon request.

**7) Food Safety & Indemnification**

- a) Renter agrees that Owner is not responsible for the safety, quality, or suitability of any food brought onto the premises by Renter or its vendors.
- b) Renter shall indemnify, defend, and hold harmless Owner, its officers, members, employees, and agents from any claims, damages, or expenses (including attorney's fees) arising from or related to foodborne illness, allergic reactions, or other food safety issues connected with food provided by Renter or its vendors.

**8) Termination**

Owner reserves the right to terminate this Agreement immediately if Renter breaches any terms or engages in illegal or unsafe activities.

**9) Force Majeure**

Neither party shall be liable for failure to perform obligations under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, government orders, or emergencies.

**10) Entire Agreement**

This Agreement represents the entire understanding between Owner and Renter and supersedes all prior discussions. Amendments must be in writing and signed by both parties.

**11) Governing Law**

This Agreement shall be governed by the laws of the State of Iowa.

Signatures

\_\_\_\_\_

Date: \_\_\_\_\_

[Owner / Representative Name & Title]

For American Legion Post #26

\_\_\_\_\_

Date: \_\_\_\_\_

[Renter Name & Title]

For [Renter Organization, if any]