

**American Legion**

**Smith-Wever Post #651**

23 Foster Avenue, Sayville, NY 11782

631-750-2572



\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone: Home-Work-Cell

\_\_\_\_\_  
Description of Special Event

Rental Date

Start Time

End Time

Expected Attendance

Hall Rental Fee \$500

\$ \_\_\_\_\_ - member courtesy fee. By: \_\_\_\_\_  
(First 4 hours, \$100/hour for each additional hour)

Cleaning Deposit \$50

Kitchen Fee \$50

Total Fee \$ \_\_\_\_\_

A non-refundable deposit shall be submitted within 48 hours of approval to use the facility. The deposit will be applied to the Hall Rental Fee. The balance of the Hall Rental Fee and the Cleaning Deposit must be submitted no later than 10 days prior to the rental date. Please submit a **separate check** for the Cleaning Deposit. The Cleaning Deposit will be returned if no damage results from the use of the Post.

By signing below, I acknowledge that I have read and agreed to the Post Rental Guidelines and agree that the Post Rental Guidelines are expressly incorporated by reference as if fully stated herein.

Date:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Event Officer

**American Legion**

**Smith-Wever Post #651**

23 Foster Avenue, Sayville, NY 11782

631-750-2572



**post rental guidelines**

This rental agreement is made between American Legion Smith-Wever Post #651 (the Post), and (Renter)

The post hereby rents to Renter, the ground floor of the building located at 23 Foster Ave. Sayville, NY, (the Hall) along with restrooms, tables, and chairs normally used by parties renting the facility for the period enumerated in the Rental Agreement attached hereto.

1. A non-refundable deposit shall be submitted within 48 hours of the approval to use the facility. The deposit will be applied to the Hall Rental Fee. The balance of the Hall Rental Fee and the Cleaning Deposit must be submitted no later than 10 days prior to the rental date. Please submit a **separate check** for the Cleaning Deposit. The Cleaning Deposit will be returned if no damage results from the use of the Post and the Post is left substantially the same condition it was in when we rented to Renter. Any repair costs not covered by the Cleaning Deposit will be charged to the renter.

2. Checks must be made payable to "Smith-Wever Post #651".

3. The Post is a non-smoking facility. Smoking is prohibited in the building and on the Post's grounds. Any smoking in the building or on the grounds shall result in revocation of the Cleaning Deposit.

4. No open flames or candles are permitted in the Post at any time. "Sterno" type heaters ]for Chafing Dishes are permitted.

5. Kitchen: If Renter uses the Kitchen, the following rules apply:

- The kitchen may NOT be used for cooking. The Renter may use the kitchen only to re-heat food or keep it warm.
- Renter may use the Post's coffee percolators, chafing dishes, pots, pans, and utensils. In this care, the Renter is responsible for cleaning and returning the coffee percolators, chafing dishes, pots, pans, and utensils to the place they were before Renter used them. Renter must provide its own "sterno" cans for chafing dishes.
- Renter may NOT use any food, condiments, paper plates, plastic wear, or other edibles or consumables belonging to the Post.
- Once the event is concluded, Renter is required to: remove all boxes, food, and trash from the kitchen; clean all counters and surface work areas in the kitchen including sweeping the floor; not put any grease, lettuce, celery, coffee grounds, corks or metal objects in the garbage disposal or down the sink; turn off all appliances; remove all dishes, glasses, silverware, linens, and other material and/or equipment.

**American Legion**

**Smith-Wever Post #651**

23 Foster Avenue, Sayville, NY 11782

631-750-2572



**6.Decorations:** Decorations must not be attached to the buildings by using nails, staples, tacks, cellophane tape, masking tape, or other permanent materials or devices. Non-stick or temporary materials such as Post-It, 3M, or Scotch removable/non-damaging hooks are permitted.

7.Everything brought into the building or onto the grounds by the renter (i.e. food, beverages, decorations and trash) must be removed at the conclusion of the event.

8.Youth events must have adult chaperones present.

9.Renter attests that renter has obtained homeowner's or renter's insurance which indemnifies the Post and its officers, directors, and members from all liability.

**10.Prohibited Activities:** The renter shall not engage in any activities which violate local, State or Federal Law. Renter shall not engage in any activity which offends the dignity of the Post including activities involving pornography, are sexually explicit in nature, promote anti-American policies, are anti-military, or are otherwise offensive. The Post has the right to terminate this agreement at any time should the Event Officer deem the renter in violation of this clause. The determination of what is "offensive" shall be within the sole discretion of the Event Officer. A decision by the Event Officer as to whether or not the Renter has engaged in activity that is in violation of this clause is final. Termination shall result in the event being shut down immediately and the renter forfeiting all fees, deposits, and payments.

**11.Parking:** Renter's use of the Post includes two parking spaces located on the south side of the building driveway. Parking is available in the shopping center located on Main Street/Montauk Hwy. Located one block north of the Post. The Post is not responsible for damage to property of Renter or Renter's guests whether parked on the Post's property or parked in public parking at the shopping center, at the parking lot across the street, or at any other property.

12.Renter shall defend, hold harmless, and indemnify the Post, its officers, directors, members, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney fees, expert fees, litigation costs, investigation costs, and other expenses related to legal claims and or litigation), damages, judgments, or decrees by reason of: any person's or persons' bodily injury, including death, property damage (including damage to the Post or Post's property), and/or violations of any law, statute, code, rule and/or regulation by the negligent acts, willful acts, intention acts, or errors or omission of the Renter, Renter's agents, employees, assigns, guests, invitees, or licensees on the date set forth in the Rental Agreement attached hereto.

**American Legion**

**Smith-Wever Post #651**

23 Foster Avenue, Sayville, NY 11782

631-750-2572



**13. Advertising:** Absent express written consent, Renter shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Post.

**14. Exclusive Use:** Use of the Post shall not be deemed “exclusive use and possession.” Officers, members, and directors of the Post and any of its representatives, agents, as well as officers, members, directors, representatives, or agents of Post Auxiliaries shall have access and right to enter any portion of the Post at any time.

**15. Alcohol:** The Post does not serve or provide alcohol. If the Renter intends to serve alcohol, Renter agrees to do so in accordance with all local, State and Federal Laws and shall be responsible for any person consuming alcohol in accordance with the indemnity clause herein. Should it be necessary for the Renter to obtain any license, permit or permission in order to serve alcohol, Renter shall provide a copy of same to the Post no less than 5 days prior to the rental date. Alcohol shall NOT be consumed outside of the Hall or anywhere on Post property except in the Hall. Alcohol shall not be served or consumed in the kitchen.

Date:

Signature

Print

**American Legion**

**Smith-Wever Post #651**

23 Foster Avenue, Sayville, NY 11782

631-750-2572



**Hall Rental Receipts**

Name of Renter:

Date of Event:

Deposit	\$100	Rec'd By	Date:
Cleaning Deposit	\$50	Rec'd By	Date:
Kitchen Fee	\$50	Rec'd By	Date:
Balance of Rental Fee	\$250	Rec'd By	Date:

Cleaning Deposit	( ) Returned by	Date:
	( ) Retained by	Date: