



**VENUE RENTAL AGREEMENT**  
**FARIBAULT AMERICAN LEGION**  
**POST 43**

**UPDATED SEPTEMBER 2020**

# VENUE RENTAL AGREEMENT

This Venue Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, by and between American Legion Post 43 of Faribault, Minnesota ("Lessor"), and \_\_\_\_\_ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

## GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Venue Rental Agreement, hereby grants to Lessee a license to use American Legion Post 43 Banquet Hall ("Facility") for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_, at \_\_\_\_\_.

## DATE/TIMES OF PERMITTED USE

Access to the Facility for the Set-up will commence at \_\_\_\_\_ on the date of \_\_\_\_\_ and will end at 2200 (10:00 pm) \_\_\_\_\_ (date).

Access to the Facility for the event will commence at \_\_\_\_\_ on the date of \_\_\_\_\_ and will end at 0030 (12:30am) \_\_\_\_\_ (date).

## VENUE RENTAL FEE

Lessee shall pay to Lessor as a Venue Rental fee for the use by Lessee of the Facility, the sum of upto \$600.00, plus all other charges to be paid by Lessee under this agreement (the "Rental Agreement"). \$100 - \$600.00 must be prepaid to secure the date contained in this Agreement. The balance of the Venue Rental Agreement shall be paid in full by Lessee on the day of the Event.

Events with 50 - 200 guests and 1 to 12 hours:

Non-Member of Faribault American Legion Venue Rental Fee: \$600.00

Member of Faribault American Legion Venue Rental Fee (1 year to 2.9 years): \$500.00

Member of Faribault American Legion Venue Rental Fee (3 years and above years): \$300.00

Events with 1 - 49 guests and 1 to 6 hours:

Non-Member of Faribault American Legion Venue Rental Fee: \$300.00

\*Member of Faribault American Legion Venue Rental Fee (1 to 2.9 years): \$200.00

\*Member of Faribault American Legion Venue Rental Fee (3 and above years): \$100.00

\*To qualify for a Member of Faribault American Legion Venue Rental Fee you must be an active member within the Faribault American Legion i.e. membership dues are paid in full and you volunteer at two or more events in a calendar year.

## VENUE SET-UP FEE

Lessee shall pay to Lessor as a Set-up fee for the use by Lessee of the Facility, the sum of \$100.00, plus all other charges to be paid by Lessee under this agreement (the "Venue Rental Agreement"). \$100.00 must be paid no later than one week prior to set-up to secure the date and time frame prior to the event for Set-up.

LESSEE Initials \_\_\_\_\_

## **MILITARY AFFILIATION**

Active Duty Military (National Guard, Active, Reserves) will be charged \$300 for the Venue Rental Fee, regardless if they are members of the Faribault American Legion. The Faribault American Legion reserves the right to verify your status of Active Duty.

## **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents, and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

## **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

## **ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

## **TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of the Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

## **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by the Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

**RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee’s exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

**CANCELLATION**

Lessee may cancel this Agreement at any time up to 120 days prior to the Event Date by providing written notice of such election to the Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this Agreement between 119 days and 61 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost, and any expenses incurred in good faith by the Lessor in preparation for Lessee’s use of the Facility. For cancellations 60 days prior to Event Date, Lessee will be charged 100% of the Rental Costs, and any expenses incurred by the Lessor.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Minnesota.

**COVID-19 REQUIREMENTS**

All guests entering the American Legion building will be expected to wear masks. All guests are expected to sign-in to the American Legion “reservation” book with full name and phone number. All guests are to wear their mask when they are not eating, drinking, or dancing inside the American Legion Building. Max guests allowed per event, until further notice, is 200.

**SIGNATORIES**

This Agreement shall be signed by \_\_\_\_\_ and by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

LESSEE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LESSEE Initials \_\_\_\_\_

## ACKNOWLEDGMENTS

### LESSEE IS REQUIRED TO INITIAL EACH ACKNOWLEDGMENT

\_\_\_\_\_ The \$600 Venue Rental Fee is to secure the date and time frame plus the use of the Banquet Hall and its initial day-of setup.

\_\_\_\_\_ Additional setup requirements, including but not limited to changing the floor layout between a ceremony and a reception, will incur additional charges as part of the Venue Rental Agreement.

\_\_\_\_\_ Any changes or requests after product or materials have been ordered will incur additional charges as part of the Venue Rental Agreement.

\_\_\_\_\_ Any alcohol, prepaid or special ordered, that is not completely consumed at the event is not allowed to leave our facility, nor is there any credit on those purchases not completely consumed.

\_\_\_\_\_ Any alcohol that must be specially ordered for the Event (not normally stocked by the Lessor) must be paid for prior to ordering the alcohol which is a minimum of 2 weeks prior to the event date.

\_\_\_\_\_ Outside beverages, alcoholic or otherwise, is expressly forbidden to be brought into the Facility. A violation of this rule may result in expulsion from the Facility at the discretion of the Lessor.

\_\_\_\_\_ Parties of 50 people or more will have an automatic gratuity of 18% applied to the Event Invoice.

\_\_\_\_\_ Bar Tabs that are opened in the Back Bar for all Events will have an automatic gratuity of 18% applied at the end of the event.

\_\_\_\_\_ Security is required for all weddings/receptions. Other Events are subject to decisions made by the Lessor. The Lessor will provide for security personnel, the Lessee is not allowed to provide their own security personnel.

\_\_\_\_\_ Only one Security Guard is necessary if you have 299 or less guests and 2 kegs or less.

\_\_\_\_\_ A second Security Guard is necessary if you have 300 or more guests and/or you ordered 3 or more Kegs for your event.

\_\_\_\_\_ Security costs per personnel are \$125 for the first 4 hours, additional hours are charged at a rate of \$35.00 per hour

\_\_\_\_\_ There is only one location in the Banquet Hall for a band or DJ to be located

## ACKNOWLEDGMENTS

LESSEE IS REQUIRED TO INITIAL EACH ACKNOWLEDGMENT

- \_\_\_\_\_ Only battery operated candles are allowed to be used. No open flame candles are allowed in the Facility.
- \_\_\_\_\_ No Straw or Hay Bales may be used within the American Legion Facility.
- \_\_\_\_\_ Stage rental for a raised head table is \$150.00. Must be paid at least 2 weeks prior to set-up for the Event.
- \_\_\_\_\_ 3M Command Strips are the only adhesive allowed for use on American Legion surfaces.
- \_\_\_\_\_ Table coverings must be purchased through the Faribault American Legion. Colors available are white, black, or cream.
- \_\_\_\_\_ All food must be purchased from the American Legion for the Event. No outside food will be allowed except for a cake or cupcakes. A violation of this rule may result in expulsion from the Facility at the discretion of the Lessor.
- \_\_\_\_\_ All Desserts brought into the Faribault American Legion must receive prior approval from the Event Coordinator, Event Coordinator Designee, or Executive Board at least two weeks prior to the Event.
- \_\_\_\_\_ The Faribault American Legion is not to be held liable for any desserts or dietary specific foods you may bring into the facility for your Event.
- \_\_\_\_\_ Dietary Exceptions will be accommodated to the best of the facility staff/volunteers ability. Exceptions for outside food must be coordinated with the Event Coordinator prior to an event.