

# Facilities Rental Agreement Terms and Conditions

**DESCRIPTION OF THE PREMISES:**

Landlord agrees to lease and Tenant agrees to rent that certain space containing approx.. 5,500 square feet, designated as the "Madison American Legion Building" affixed to the Real Property located at 310 Thrift Road, Madison, Virginia, which space is hereinafter referred to as the "Premises".

**TERM OF LEASE:**

Tenant agrees to lease the above described Premises commencing at 8:00 a.m. and ending at 01:00 a.m. All activities shall end at 12:00 a.m. (midnight) unless special arrangements have been made through the Landlord. Tenant shall have cleaned the Premises and cleared the parking lot by 01:00 A.M. . If the premises are not cleaned and vacated at the appointed time; additional fees will be paid as an additional day’s rent. Furthermore, occupancy of the premises, including the parking lot, after the appointed time shall constitute a trespass and legal action may be initiated.

**USE OF PREMISES:**

The parties expressly agree that this lease is executed in order that Tenant may conduct a Social Event upon the Premises, and that the demised Premises shall not be put to any other use without the prior written consent of the Landlord. The Landlord, along with associated members, has voted into by-laws that the American Legion Building will not be rented and/or leased to any Tenant to hold public dances, and/or as a commercial enterprise wherein an admission charge is made. There is no waiver to these by-laws. Dances may be held at such social events as weddings, wedding receptions, birthday parties, organizational parties and picnics; but these dances cannot be open to the public or extended beyond the invitational list for such events.

**ASSIGNMENT AND SUBLEASE:**

This lease may not be assigned or transferred, and the Premises may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent.

**ALCOHOLIC BEVERAGES & SECURITY:**

**1: Alcoholic Beverages:** In accordance with Virginia State Laws, no alcoholic beverages are allowed on the Premises without a banquet license/special use permit. This must be procured by the Tenant through the State Alcohol Beverage Control board,. The Legion representative will furnish you with the name and location or contact for this permit. No one under the age of twenty-one (21) shall be served or allowed to consume any alcoholic beverages on the Premises in accordance with Virginia State Laws. Under no circumstances will alcohol be sold on the premises.

**2: Security:** In the event that an alcohol permit is obtained, it is a requirement of Madison County, that an off-duty deputy, or a fully qualified and trained security officer be present on site during these social activities. This arrangement must be made through the local Sheriff’s office. There will not be any waiver made by the Landlord to this agreement.

**RIGHT OF ENTRY:**

Landlord expressly reserves to itself, and to the Madison County Sheriff’s Office, the right to enter and to inspect the Premises at any given time that a function is taking place; especially if there is a disturbance requiring the attention of the Madison County Sheriff’s Office, and to terminate this lease if, in its sole discretion, the Landlord or Legion representative determines that the Tenant's Social Event should cease, or that the Tenant is not complying with the lease agreement as set forth.

**FIRE REGULATIONS:**

The capacity of the Premises for Fire Regulation is TWO HUNDRED FIFTY (250) people, which capacity shall not be exceeded by Tenant and attendees, and all other persons.

**1: Emergency Exits:** In addition to the main entrance, the rear doors on both sides of the building must be unlocked and utilized as emergency exits while the building is occupied. The exit lights must be on while the building is occupied. The rear doors are to be utilized as emergency exits only. They are not to be left standing open or for the general traffic entering and leaving the building. They may be used for transferring equipment into and out of the building.

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**2: Fire Extinguishers:** These extinguishers are provided throughout the building, especially at each entrance to the building and one located behind the kitchen next to the furnace. These extinguishers are furnished for fire prevention, and are not to be used for any other reason.

**3: Smoking:** Premises is a non-smoking facility and evidence of smoking within premises will result in the loss of the cleaning/security deposit.

### **INSURANCE:**

The Landlord shall maintain the Premises in a condition free from physical and fire hazards. The Landlord has adequately insured the building and the surrounding property for fire, casualty, hazard, and liability. **The Tenant shall, during the period of the leasehold, maintain the Premises in a hazard-free condition and be responsible for insuring his personal property against loss and his civil liability upon the Premises.**

**Waiver of Tenant:** In consideration of being allowed to utilize the aforementioned building or grounds, I, the Tenant, do hereby personally assume all risks in connection with the facility, and I, the Tenant, further release the Madison American Legion Post Home, Inc., its members, agents and operators for any injury or damage which may befall me as the Tenant, my spouse, children, guest, attendees, or the organization which I am representing; including all risk connected therewith, whether foreseen or unforeseen. This Facility User Lease Agreement shall include but not be limited to, any injury or damage which may befall me, the Tenant, my spouse, children, guest, attendees, or the organization which I am representing while in the facility or traveling to or from such facilities. I, the Tenant, covenant and agree to save and hold harmless the American Legion Post Home, Inc., its members, agents and operators, from any claim by me, my family, estate, heirs, or assigns, arising out of utilization of the facility. \_\_\_\_\_ **(Tenant initial here)**

### **DEPOSIT:**

**1. Reservation:** Tenant will be required to submit a nonrefundable reservation fee to reserve the premises. This fee will be for holding the building in reserve for a specified time and date .

**2. Security Deposit:** The Tenant will be required to submit a security deposit in the amount prescribed on signature page by check or cash, at the time the rental application is approved.. The deposit will be carried over as a cleaning and minor damage deposit after the lease agreement goes into effect and as described herein below.

**3. Refund:** Should unknown circumstances prevent your utilizing the building on the date you reserved, and you decide to cancel your lease agreement within a sufficient notification period as set forth below, the security deposit will be returned to you in full.

**4. Forfeiture:** The Landlord requires a minimum period of two (2) weeks notification that an applicant (Tenant) will not be utilizing the building on the specified reserved date. This time frame is to allow the Landlord to re-rent the building. Any period less than described, unless previously approved by landlord, the security deposit is subject to forfeiture.

### **RENT:**

Rent of building for the day/night is prescribed on signature page and is payable by check or cash at the time the Facilities Rental Agreement is signed. There is an additional fee for the use of the kitchen There is no fee for use of refrigerator located in the main Hall area.

### **SERVICES:**

During the term of the lease, the Landlord shall be responsible for providing water, heat and electricity to the Premises, an adequate trash collection receptacles, adequate parking space for the Tenant and his attendees.

**Electrical:** Adequate electrical circuits and lighting are available and provided to meet most major functions. The Landlord will not be responsible for the failure of any appliances or equipment utilizing said electrical circuits.

**HVAC:** The Landlord will provide the furnace or AC units required for heating or cooling the building for most major functions.

**Water:** The Landlord will provide adequate water service both hot and cold, required for most major functions

**Trash:** The landlord will provide trashcans with liners for use with the building. Tenant will remove the trash.

**Parking:** The Landlord shares the parking lot with Madison County Parks & Recreation Authority. Therefore, parking

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for the American Legion Building is on the right side of the parking lot when entering, or facing the building. You can also park near the left rear exit for unloading and loading purposes. Do not block driveway around the building, or park on the picnic shelter side during open season. Should additional parking be required, you can park on the lawn, create a center parking area in the middle of the parking lot, or extend the parking to the adjacent County Parking Lot at such times when it is not in use. Since the parking lot is open to the public for recreational functions, Tenants of the American Legion Building will not secure the parking lot for any reason whatsoever. Charge of an admission fee to enter said parking lot is not allowed.

**Keys to building:** The Tenant will be furnished with keys to the building when the necessity arises in such instances as to the Tenant having to have access to do decoration, etc. When a key is issued to the Tenant, this key will not be duplicated for any reason. If the Tenant loses a key, it will be the responsibility of the Tenant to pay for replacement of the lock with a new lock of equal quality and the number of keys required for use by Legion designated personnel.

**Inspections & Inventory:** The Landlord will provide a checklist; and the Tenant and a designated Legion representative will conduct an inspection and inventory prior to turning over the keys and/or the building to the Tenant. Another inspection & inventory will be conducted the following morning after the lease occurs. This procedure must occur prior to the return of any deposit.

### REPAIRS:

The Tenant shall be responsible for repairing all damage done to the Premises and its contents, made by him, his agents, guest or attendees at his event. Evidence of smoking in the premises will result in the loss of the security deposit.

**Damages or missing items:** Minor damages or missing items shall either be paid for by the Tenant, or that cost will be deducted from the deposit. Should major damages occur, or items missing that exceed the given deposit, it will be the responsibility of the Tenant to repair said damages, or replace such missing items at his own expense.

### CARE OF PREMISES:

The Tenant will assume the responsibility for the building contents, conduct of all persons utilizing the building and its surrounding premises, liability for these participants, and any physical damages which may occur to the building and its contents (windows, doors, tables, chairs, curtains, appliances, plumbing fixtures such as toilets, urinals, sinks, etc.)

**Locks:** No lock other than the one provided by the Landlord will be utilized. The building will be locked at times that it is not occupied and when the building is closed after the function.

**Decorations:** Crepe paper decorations may be used, but such items as staples, nails, tacks of any size, fence staples etc. are prohibited. Thumb tacks and scotch tape may be used. Please remove decoration and thumb tacks prior to leaving the building. Try to refrain from letting colored crepe paper get on the floor and get wet. It will leave a definite stain on the tile.

**Water:** It is the responsibility of the Tenant to ensure that no water is running, before you leave the building at any time. This includes faucets, toilets, and urinals. This also includes when decorating, the time of the event, and after clean-up. Should such fixtures be broken wherein you cannot cut the water supply off, immediately notify the Legion representative for assistance.

**Lights:** It is the responsibility of the Tenant to ensure that all lights are turned off when they leave the building for any reason.

**HVAC:** Tenant shall not adjust or attempt to adjust the thermostat(s).

**Windows:** The windows of the building not to be opened under any circumstances while Heat or AC are running. It is the responsibility of the Tenant to ensure that this is followed, and that an inspection is conducted of the windows prior to leaving the building. All windows must be closed and locked when the building is unoccupied.

**Doors:** It is the responsibility of the Tenant to be sure that all doors are bolted and locked when leaving the building. Doors shall not be left standing open at any time while the building is either heated or cooled.

### CLEANUP OF PREMISES:

The building must be cleaned after all events. It is the responsibility of the Tenant to have the building swept and mopped. Use a very mild detergent and not a dripping mop. Excess water causes the tile to release, and come up. Ensure that all black marks are removed from the tile floor. All restrooms will be thoroughly cleaned and trash cans emptied. This includes cleaning the urinals and toilets. The kitchen must be well cleaned if used. Empty all trash cans. The parking lot will be policed and picked up of all trash. This includes the Adjacent County Parking Lot in the event

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the parking should overflow to that area. Remove all decorations and gather all the trash prior to leaving the building. Tables are to be wiped down. They are to be placed in the racks. Folding Chairs are to be wiped off and folded; then placed in the respective chair racks provided. Upholstered chairs will be transported using the rolling rack to proper place and stacked no more than 6 high and 2 rows deep at the stage end of Hall; under their respective signs. All trash will be removed from premises by the tenant. Nothing is to be drug across the tile floor. Everything is to be carried if moved.

**Cleaning Supplies:** The landlord will furnish the cleaning supplies.. Mops, mop buckets, brooms, dust pans and other cleaning supplies are stored at the front of the building.

**Final Inspection & Inventory:** The Tenant will meet with the Legion representative at the building the following day after the event occurs at a mutually agreed upon time and conduct an inspection as to any damages and an inventory of furnishings. The foregoing is required in order for Tenant's Security Deposit to be returned. There will be an additional fee for water, lights left on when the building is not occupied.

### **PARK RECREATION FACILITIES:**

The Madison County Parks & Recreation Authority owns and operates the recreation facilities. Tenants of the American Legion Building are not to extend their events over to these facilities without prior permission from the park authority. These can be rented for a set fee through the park authority. Tenant leasing the American Legion Building does not give that Tenant or their guests the privilege of utilizing recreation facilities

### **RESIDENTIAL AREA:**

The American Legion Post Home, Inc. is located in a semi-residential area. Therefore, it is prohibited by the landlord for any Tenant to open the doors of the building and play loud music as to disturb the people in this residential area. Please have consideration for these people and do not carry your party outside of the building.

Tenant will initial where indicated.