

American Legion Post 140

3905 Powers Ferry Road, NW
Atlanta, Georgia 30342

Agreement for Short-Term Rental of Post Facilities

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between _____ (Renter”) and American Legion Post 140, as represented by its Agent (“AGENT”), defines the terms and conditions of a short-term rental of the Post Home and its surrounds (“POST FACILITIES”)

1. **RESERVATION:** In general, the Post Facilities are reserved by the renter at 6pm on the day of the rental until 10 pm, on Sundays through Thursdays, or until 12:00 am for Friday or Saturday rentals. The date and time of this rental is _____.
2. **RENTAL FEE & DEPOSIT:** The Rental Fee is \$_____, payable no less than two weeks before the day of rental. A potentially returnable Security Deposit of five hundred dollars (**\$500.00**) is due immediately after making the reservation and is *separate from* the Rental Fee. The Security Deposit has the purpose of (a) binding this Agreement and the reservation and (b) of compensating the Post fully or in part should the Renter fail to comply with the Conditions of Rental as set forth in Paragraph 5 hereof. If such Security Deposit is not received within the ten-day period; this Agreement is terminated unless the Agent grants an exception or extension in writing.
3. **CANCELLATION:** In the event the Renter desires to cancel the reservation, notice of such must be given to the Agent no less than thirty (30) days before the scheduled rental. When a cancellation conforms to this condition, the Renter’s Security Deposit will be returned. If, however, the notice of cancellation is given less than thirty (30) days before the rental, the Post has the right to retain the Security Deposit.
4. **RETURNED CHECKS:** Should any check of the Renter be returned by the bank for insufficient funds or other causes, the Post will charge the Renter twenty-five dollars (\$25.00) or the amount charged by the Post’s bank, whichever is greater, and this will be deducted from the Security Deposit.
5. **CONDITIONS OF RENTAL:** The renter and/or the organization it represents is responsible for conforming to these conditions of rental:
 - a. Although not required, the Post reserves the right to require the Renter to provide an Atlanta police officer during the event of occupancy of the Post Facilities. The police officer’s name and badge number shall be furnished to the Agent no later than the day before the rental.
 - b. Alcoholic beverages may be consumed on Post Property. However, no minor person shall be served or shall be allowed to consume alcoholic beverages on Post premises. The Post accepts no responsibility for damages of any sort, consequential *or otherwise*, attributable to the consumption of alcohol on Post Property.
 - c. Proper parking of event attendee vehicles is the responsibility of the Renter. Should the Renter determine that it cannot adequately control vehicle parking (or if the Post suspects that the Renter will not be able to control parking), the Post will require the aid of an Atlanta police officer to be provided by the Renter (see Para. 5. A, above). No parking is allowed on the Post’s access driveway from the vicinity of the flagpole to the public street. Any complaints from adjacent property owners or the golf course may result in forfeiture of the Security Deposit. Powers Ferry Road is posted “No Parking;” illegally parked vehicles will be ticketed by the Atlanta Police and may be towed. Further, there is an active homeowners association in the neighborhood with regular security patrol, backed by the Police Department.
 - d. Trespassing or throwing trash on the adjacent golf course or walking trails, or causing damage to any abutting property by *anyone* in the Renter’s party could cause forfeiture of the Security Deposit and legal action against the Renter by the damaged party.
 - e. Renter shall not damage the Post Facilities in any way and shall leave the building and grounds as they were found. No alterations shall be made in the building’s systems of power, lighting, water supply, plumbing, heating/air handling, communications, and kitchen appliances, except as may be permitted by the Agent, and in such case the altered system or appliance shall be restored on completion of the rental event. The cost to

repair any damage shall be deducted from the Security Deposit; if such costs exceed the Security Deposit, the Renter shall reimburse the Post for such excess.

f. At times during the Spring and Fall, NYO may use the field adjacent to the Post for baseball practices or games. They will not be using the building, but Renter will need to share the parking lot with them. Please consult your rental advisor if you have any questions.

g. Renter is responsible for basic cleaning of the Post:

- All decorations applied by Renter shall be removed and the floors swept, in preparation for mopping;
- All trash must be disposed of in the dumpster located in the parking lot;
- Unless otherwise agreed to, please remove all catering and food leftover from your event. We appreciate your generosity, but there may not be anyone here to consume it;
- All spills or standing water shall be cleaned up;
- No signs, name tags, or tape shall be left on the walls or floors; No staples, tacks, or nails shall be used to hold up decorations;
- No spiked or cleated shoes shall be worn inside the building;
- If the thermostat was adjusted during your event, please return it to a conservative position for the season. (~78 Warm Months and ~60 for Cooler Months);
- The Renter must check that all exterior doors are closed and locked before leaving the property.

6. **KEYS:** At the completion of the rental, if the key (or keys) are not left in the lockbox or other designated area as indicated by the Agent, the Deposit is forfeited.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Renter does hereby indemnify and save harmless American Legion Post 140, its officers, or directors, against all claims for damages to persons or property which are caused anywhere in or on the Post Facilities caused by the acts of Renter, its agents, officers, directors, managers, members, employees contractors, invitees or guests or which occur in the Post Facilities (or arise out of actions taking place in the Post Facilities). The foregoing indemnity obligations of Renter shall include attorney's fees, investigation costs and all other costs and expenses incurred by American Legion Post 140, its officers, or directors, from the first notice that any claim or demand has been made or may be made. The provisions of this indemnification shall survive the termination of this rental contract with respect to any damage, injury or death occurring before such termination. If American Legion Post 140, its officers, or directors, are made a party to any litigation commenced by or against Renter or relating to this rental agreement or to the Post Facilities, and provided that in any such litigation American Legion Post 140, its officers, or directors, are not finally adjudicated to be at fault, then Renter shall pay all reasonable costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon American Legion Post 140, its officers, or directors, because of such litigation, and the amount of all such reasonable costs and expenses shall be a demand obligation owing by the Renter.

NOW THEREFORE, the parties hereto agree to these terms and conditions and so signify below.

Representative of Renter

Agent for the Post

Address:

Address:

3905 Powers Ferry Rd
Atlanta, GA. 30342

Tel: _____ Home

Tel:

_____ Cell

Deposit Information:

Check Number: _____ Amount: _____

Date: _____