



American Legion Franklinton Post 52

P.O. Box 61 / 40 American Legion Rd.

Franklinton, N. C. 27525

Phone: 919-494-2732

Website: AmericanLegionPost52.org

SUBJECT: Building and Grounds Rental and Usage

Latest Revision: 2/12/18

Facility Mangers Responsibilities

Only the appointed Facility Manager or his appointed designee may rent the American Legion Building and Grounds. The Facility manger is responsible for and reports to the Post Commander and the membership of Post 52. The Facility Manager can not deviate from the policy without permission from the Executive Committee.

The American Legion, Lady Auxiliary, and any other Legion program will have priority for use of the facilities. The Auxiliary or any other Legion program shall have a designated person for opening and clearing the property before and after use. This designated person will be responsible to ensure the building is cleaned, property is accounted for and the facility is secured after it use. There shall be a signed contract between any parties using the American Legion facility.

The renter must read and agree to the Renter Rules and Guidelines, Cleaning Schedule, Event Worksheet, and Request for Security before rental.

The attached agreement shall be reviewed, signed and initialed by both parties prior to rental. The name of the Facility Manager or his appointed designee along with the name of the Renter that is renting the facility shall be posted on the Post calendar.

The rental fee, less the Holding Fee, must be paid prior to or when the renting party picks up the key to the building. The **\$50.00** Security Deposit will be added to the rental price and will be refunded **ONLY** after the building and grounds are cleared by both parties. Rental fee includes a **\$30.00** administrative Non-Legion Members and **\$10.00** Legion Members fee to be paid to the Facility manger or his appointed designee.

Personnel security payments will be collected before the event and paid directly to the people performing security work. If a personal check is used as payment and the check is returned by the bank for any reason, the renter agree(s) to pay an additional fee of **\$35.00**. Rental fees are outlined below.

A minimum **\$50.00 Holding Fee** is required to reserve the building. The deposit is credited towards the rent of the building and is Non-refundable if the rental is cancelled less than 30 days prior to use of the facility.

During the use of the building by a rental party the Facility Manager, His designee, or Security is authorized to be on the premises. Any member may attend if they are an invited guest or have prior agreement with the renter or are needed in the case of an emergency.

Renter must complete an Event Worksheet with the details of the event the facility is being rented for. Event worksheet must be completed and on file 10 days before event. (See Event Worksheet attached)

Non-Member rentals may require security. Payment for security must be made 10 days before event. (See Security Request Form attached)

A copy of the Renter Event Worksheet and Security Request Form must be turned into the Police department 7 Days prior to the event. Payment for security must be render at this time.

NO Weapons or Fire Arms, Pyrotechnics, or Fireworks are permitted on the premises.

There will be **NO** disruptive activities allowed outside. This includes loud music, loud automobiles, fireworks, or any other activities that would disrupt the neighborhood.

Violation of any of the policies of this contract can end in dismissal from property and loss of deposit monies and future rentals.

Facility manager will ensure, exits are clearly marked, fire extinguishers are in place, building capacity, evacuation route, and Emergency contact information is posted.

Legion Member is defined as a current paid member of Franklinton Post 52 in good standing and is extended to immediate family only. Immediate family is defined as, wife, husband, father, mother, sons, or daughters.

Any Nonprofit renting the American Legion and requesting special pricing must provide a copy of their approved Nonprofit Tax Exempt contract. This will be filed for future verification.

Rental Rates

12 Hour Rental is for any continuous period greater than six hours up to twelve hours.

6 Hour Rental is for any continuous period up to six hours.

These hours may be adjusted with prior approval from the Facility Manager. Rental of the American Legion building includes use of the building and grounds. Renter should allow for and include setup and clean up time when scheduling facility. Rental rates **DO NOT** include **Other Charges**.

	<u>Legion Members</u>	<u>Non-Legion Members</u>
(12) Hour Rental	\$150.00	\$300.00
(6) Hour rental	\$100.00	\$200.00

Other Charges

Security Deposit -----	\$50.00 -- In addition to rental fee. This fee will be refunded after passing inspection of the building and grounds by both the renter and the Facility Manager or their designee. This can also be applied as a cleanup fee should the renter as for building cleanup.
Legion Portable Gas Grills -----	\$50.00 -- Equipment must be used on Legion property. Equipment must not be damaged and must be cleaned and properly working when turned in.
Use of, Stove, Oven or Warmer -----	\$25.00
Damage-----	Per Fair market Value Quote

Renter Rules and Contract

Renter must read, agree and initial all items below, sign and date at the bottom of this document.

1. _____ Renter is responsible for the repair, replacement of damage to the building or property and agrees to be responsible for payment of such charges. The security deposit will go toward damaged property.
2. _____ Building capacity is **(91)** and Renter ***Shall*** not violate the building capacity.
3. _____ **Alcoholic beverages** cannot be sold without an Alcohol Law Enforcement (ALE) permit. Permit must be submitted (10) days prior to rental.
4. _____ **No smoking** inside building. Smoking is only allowed in the designated smoking area.
5. _____ The renter will not remove, deface, or damage the property of the American Legion listed, but not limited to: Certificates, Pictures, Bulletin boards, Plaques, Flags, etc.
6. _____ Before keys are returned to the Facility Manager or their designee, an inspection of the property will be conducted assessing the property for cleanliness, damages or missing items. Should the inspection not be approved, the renting party is responsible for work needed to meet the agreed on conditions.
7. _____ The building, equipment, and grounds may not be used for individual profit, such as dances or cookouts where admission is charged. The only exception to this is for non-profit organizations in which case they will not be allowed to rent the building six weeks prior to a Legion fundraiser. The use of the American Legion, Ladies Auxiliary, SAL or Legion Riders Name and Emblem is prohibited.
8. _____ I, the renter agree to clean facility and remove all trash associated with my event after use of the facility.
9. _____ I, the renter understand that Franklinton American Legion Post 52 does not approve the use of drugs or alcoholic beverages on legion property. Post 52 will not be responsible for any injury to persons or property due to its use. Furthermore, American Legion Post 52 is not responsible or liable for any personal injury or damage or loss of personal property while using the post facilities.
10. _____ I, the renter understand that **loud music and disruptive activity** is not allowed outside the building or in the parking lot. Reports of such activity by security, law enforcement, or neighbors can result in dismissal from property.
11. _____ I, the renter understand that all persons with my event Must vacate the grounds No Later Than **(NLT) 9:00pm.**
12. _____ NO Weapons, Fire Arms, Pyrotechnics, or Fireworks are permitted on the premises.
13. _____ I am not renting the facility under false pretenses.
14. _____ I understand Any violations of the above rules can result in forfeit of my Security Deposit, Additional Charges and future building rentals.

By signing this contact, I the Renter have read, understand and agree with the terms and conditions of this contract. Any violation can result in forfeit of Security Deposit as well as No future rentals of this facility.

	<u>Legion Members</u>	<u>Non-Legion Members</u>
(12) Hour Rental	____\$150.00	____\$300.00
(6) Hour rental	____\$100.00	____\$200.00

Security Deposit -----	____\$50.00 -- In addition to rental fee. This fee will be refunded after passing inspection of the building and grounds by both the renter and the Facility Manager or their designee and no violation of renter rules.
Legion Portable Gas Grills -----	____\$50.00 -- Equipment must be used on Legion property. Equipment must not be damaged and must be cleaned and properly working when turned in.
Cleanup of Building and Grounds -----	____\$75.00 -- For cleanup of the building, floors, grounds and trash disposal after a rental.
Use of, Stove, Oven or Warmer -----	____\$25.00

Special Rental Rate, Explain: _____

Amount: _____

Date Facility Rented: _____

Deposit Amount: _____

Both Parties Initials

Final Payment _____

Both Parties Initials

Deposit Amount Refunded _____

Both Parties Initials

Renter: _____

Print Name

Phone: _____

Mailing Address of Renter: _____

Signature of Renter: _____

Date: _____

Renters Drivers License: _____
State Number

KEY TO BUILDING WAS TURNED OVER TO THE RENTER: _____ Renter Initials

Facility Manager, Designee or Member: _____ Date: _____

Print Name

Cleaning Schedule and Condition of Facilities Before and After Rental

Check Out / Check In, See Codes at bottom of sheet. Renter to mark codes and initial each area below.

____ / ____ Parking **Lot**, No Trash, Cigarette Butts, damage to gravel or sidewalks.

____ / ____ Grounds, No Trash, Cigarette Butts, damage to outside of Building, Grounds, and Shrubs.

____ / ____ All **Tables and Chairs** are in place, clean and not damaged.

____ / ____ All **Trash** has been removed from trashcans and removed from property.

____ / ____ All Kitchen **Equipment pots, pans, etc**, have been cleaned and properly stored.

____ / ____ All **Plaques, Awards, Pictures** are in place and not damaged.

____ / ____ **Floors** have been swept, mopped and mats vacuumed

____ / ____ **Ceiling, Wall**, clear of declarations and tape.

____ / ____ **Rest Rooms** are clean to include floor, sink, and commodes.

____ **Key** has been returned to Facility Manager or their Designee.

Rental Date: _____ Facility was clean and in order: ____ Yes ____ No

Facility was cleaned by rental party: _____ Yes _____ No _____ Partial

Comment: _____

Facility Manager: _____ Date: _____

Print Name

Renter: _____ Date: _____

Print Name

Condition Codes = (1) Clean and No Damage (2) Not Clean (3) Damaged (4) Cleaned or repaired at time of return.



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Rental Event Worksheet

Must be completed and turned in 10 days prior to rental.

Date of event: _____ Name of Renter: _____

Home Phone #: _____ Cell Phone # _____ Work Phone # _____

Renters Drivers License, State: _____ # _____

Address on Driver License: _____

Emergency Contact Name: _____

Phone #: _____

Emergency Contact License, State: _____ # _____

Address on Driver License _____

Estimated number of people attending event: _____

Purpose of event: _____

Will there be a cover charge: ____ Yes ____ No. If yes explain what this cover charge is for. _____

I _____ do declare the information above is true and accurate. Date: _____
Print Name

Renter's Signature: _____

Witness: _____ Date: _____
Signature



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Personnel Security Request

Must be completed and turned in with payment 10 days prior to rental.

Date of event: _____ Time Event Begins: _____ Ends: _____

Name of Person renting the facility: _____

Home Phone #: _____ Cell Phone # _____ Work Phone # _____

Drivers License: State: _____ # _____

Address on Driver License: _____

Renter's employer: _____

H/R Contact Person name: _____ Phone: _____

Estimated number of people attending event: _____

Purpose of event: _____

Date Received: _____ Date to Police Department: _____

American Legion Contact name: _____

Phone #: _____ Police Contact Phone #: _____

Office Use

Total time of event: _____ Security cost \$25.00 per hour per person.

Number of Security personnel required circle: 1 Person for up to 100 people 2 person for 101 up to 200 people

Total Cost for security: _____ Security payment of \$ _____ collected. Date: _____ Amount: _____



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Dear, _____

Date: _____

Date Facility was rented: _____

We thank you for your rental of our facility. We try to make the Legion property available to the folks in our community as a service to the citizens of our community. We hope your rental experience was a pleasant one and hope you will consider renting our facility for your future needs.

_____ Enclosed is your security deposit of _____

_____ Part of your deposit in the amount of _____ was withheld to cover the charges for:

_____ Missing Item(s) _____

List item

_____ Damaged Item(s) _____

As per the Renter Rules and Guidelines your security deposit was denied payment for the following reason(s).

_____ Damage or replacement to Legion property: _____
List Damage or Items replaced

_____ Inside of facility was not cleaned.

_____ Outside of facility was not cleaned

_____ Trash was left at the facility

_____ Evidence of smoking in the building

_____ Alcoholic beverages were dispensed or sold without an (ALE) Alcohol Law Enforcement permit.

_____ Reports of loud music and disruptive activity outside the building. Time _____

_____ Violation of 9:00 pm curfew.

_____ Building was rented under false pretenses. Person listed above will not be allowed to rent facility in future.

_____ Other, Explain: _____

Again we thank you for the opportunity to serve you and hope you will consider our facility for future events. Should you have any feedback or questions concerning your building rental, feel free to contact the facility manager; _____

At _____ anytime to discuss.

Facility manager name: _____
Signature

_____ Copy of this letter must be kept on file with a copy of the building rental contract.

Revisions

Released: 6/1/07, Released

Revised: 5/12/10, Revised pricing

Revised: 12/5/10, Added deposit return letter

Revised: 9/1/11, Clarification of Other Charges

Revised: 11/29/11, Rental Charges revised, rental hours revised

Revised: 2/15/12, Building Curfew 9:00pm was 12:00 midnight

Revision: 1/1/15, Rental Rates, General Public \$300.00 was \$250.00, \$200.00 was \$175.00, Member \$100.00 was \$75.00, \$150.00 was \$125.00, Portable grill \$50.00 was \$25.00, Stove and Warmer \$25.00 Equipment Charges.

Revision: 2/12/18, added line to letter to renter about Renting facility under false pretenses.