



*American Legion Wayne Post 11*  
2973 US Hwy 117 South  
Dudley, NC 28333  
919-734-0407

## **BANQUET HALL LEASE AGREEMENT - MEMBER**

1. Bookings for lease and use of The American Legion Hall will not be considered for any individual or group expecting more person than what seating capacity has been approved by the City of Goldsboro. **Maximum seating capacity in The American Legion Hall for any and all bookings is 125 persons** to include infants, children and adults.
2. The Lessee agrees to pay a "Damage/Security" deposit in the amount of **\$100.00 (one hundred dollars)** in no less than 60 (sixty) days prior to scheduled function. In the event the Lessee fails to provide cleanup as specified an additional amount of **\$400.00 (four hundred dollars)** will be required from the Lessee. The remaining balance of deposit will be returned to the Lessee within a 72 (seventy-two) hour period, provided there are no damages, breakages, defacing, or other cause to justify monetary forfeiture by the Lessee's actions. Secured deposit is to be paid at lease signing.
3. Lessee agrees to pay **\$100 (one hundred dollars) for the first three hours and \$25.00 (twenty five dollars) per hour for each additional hour** for lease and use of the Legion Hall in no less than 30 (thirty) days prior to function. Cash, cashier checks, or money orders are the only forms of payment accepted. A bartender may be negotiated, if available, and paid separate from this lease.
4. In the event of a short notice lease of 30 (thirty) days or less. Lease payment will be due and payable in one payment for use of the Legion Hall. Cash, cashier checks, or money orders are the only forms of payment accepted.
5. Lease period begins at specified time and **expires no later than 12:00 midnight** on the date contracted as signed on lease. There will be no extensions beyond the midnight hour. The Lease **times include set up and time to properly clean up and removal of all trash, cans, bottles, plates, glasses, decorations, food, drink, and all other items essential to the party atmosphere.**
6. Within a 72 (seventy-two) hour time period, the Post Manager and E-Board Chairman will inspect the leased property and conclude if any or all deposits are to be returned to the Member. **Areas of inspection for return of deposit will consist of the Legion Hall, Restrooms, Parking Lot, and Adjacent Grounds to entry points of the leased hall.**
7. Request cancellation of agreement at least a 15 (fifteen) day prior to event lease amount to be returned to the Member.
8. The Member may set the hall in any reasonable configuration for function, but shall not remove any furnishings, table racks, chair racks or any other items from the leased hall. **Decorations may not be taped to any walls, ceiling tiles, or ceiling fans. Absolutely no glitter or other like item is allowed.**
9. Individuals and/or guests of Members of The American Legion are considered private parties. If alcohol is to be consumed, those **individuals/groups must furnish appropriate permits from ABCI ALE.** Without permits, the presence and/or consumption of hard liquors, wine and malt beverages are absolutely forbidden. **Law Enforcement are welcome on the premises at any time.**
10. **The Kitchen, Bar and Gameroom are not for rent unless negotiated in addition to the Hall.** Individuals and/or guests of Members attending private parties will not be permitted in The American

Legion proper at any time for any reason. All entry points to The American Legion proper will always remain locked during private parties. Loitering on the grounds or parking lot is strictly forbidden.

11. Member agrees to hold harmless free and clear, The American Legion or any of its officers/agents responsible and/or liable for any travel/traffic incidents or accidents by any member of the Member's group during their travel home beyond the function.

12. Member agrees to hold harmless free and clear, The American Legion or any of its officers/agents responsible and/or liable for any personal injury or injuries that occur to any member of the Member's function during the lease period to include prior setup and cleanup periods, and further to include travel home from the function.

13. All functions involving teenagers must be noted on the lease and will require the presence of no less than 1 (one) parent and 1 (one) other responsible adult over the age of 35 (thirty-five) for every 20 (twenty) guests. Alternative is to hire off duty deputies at the Member's personal expense. Member and parents are to remain in attendance as responsible parties.

14. **The function will not be permitted to begin unless responsible adults are present.** The function will suffer the consequence of being shut down with forfeiture of all funds paid if those adults either do not show and/or leave. Gathering on the grounds or in the parking lot is absolutely forbidden and may give cause for terminating the agreement resulting in forfeiture of all funds paid.

15. **Guests under the age of 21 (twenty-one) are not permitted to consume alcohol.** If alcohol is found to be consumed by a minor, the function will be shut down, all parties will be asked to leave the premises, and all funds for lease, fee, and deposit will be forfeited by the Member.

16. In the event the Member and/or guests of the Member, or any persons in attendance of the scheduled function whether by invitation or not by the Member, is found to create a disturbance or affray, displays lewd or lascivious acts, has possession of weapons, is in possession of a controlled substance, or is found to be destroying American Legion property, the function will be shut down, all parties will be asked to leave the premises by Law Enforcement Escort and lease, fee, will be forfeited by the Member.

17. **It is required and expected that the Member and all guests of the Member will leave the premises in like condition as found upon entry no later than the midnight hour.**

Function Date/Times: \_\_\_\_\_ Date Fee Paid: \_\_\_\_\_

Type Function: \_\_\_\_\_ Amt/Date Deposit Paid: \$ \_\_\_\_\_

Verification of ID: \_\_\_\_\_ Amt/Date Lease Paid: \$ \_\_\_\_\_

Cash Bar Option: (\$50) \_\_\_\_\_

**I agree to all terms specified in this lease and understand these terms are non-negotiable.**

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Post Manager: \_\_\_\_\_ Date: \_\_\_\_\_

E-Board Chairman: \_\_\_\_\_ Date: \_\_\_\_\_