



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

BANQUET HALL LEASE AGREEMENT - NON-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 **\$200.00 (two 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 **\$200 (two hundred dollars) for the first three hours and \$50.00 (fifty 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. All deposits, fees, and lease payment will be due and payable in one payment for use of the Legion Hall.
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 Lessee. **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. Cancellation of agreement requires at least a 15 (fifteen) day notice in writing for lease amount to be returned to the Lessee. Less than a full 15 (fifteen) day notice in writing by the Lessee is considered cause for forfeiture of the full lease amount. However, the damage/security deposit \$200.00 (two hundred dollars) will be returned to the Lessee without consequence at that time.
8. The Lessee 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 non-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.** Individuals and/or guests of non-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. Lessee 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 Lessee's group during their travel home beyond the function.

12. Lessee 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 Lessee'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 Lessee's personal expense. Lessee 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 Lessee.

16. In the event the Lessee and/or guests of the Lessee, or any persons in attendance of the scheduled function whether by invitation or not by the Lessee, 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 all funds for lease, fee, and deposit will be forfeited by the Lessee.

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

18. You may NOT charge an admission fee for entry into a private party under this lease.

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:_____