

# Twin Cities Post 313 - American Legion

## Rental Rules & Regulations

April 6, 2011

### GENERAL

1. The Legion Rental Facilities consist of two separate spaces, the Hall & Bar and the Clubroom.
2. The maximum capacity of the Hall is 214 for assembly (chairs or standing only). If attendees are to be seated at tables the limit is 100. The Bar has a limit of 46 and the Clubroom a limit of 36 at tables or 77 for assembly. These limits do not include servers, bar tenders or performers. These limits are set by the Fire Marshal and must be adhered to. At no time should there be more people than the maximum capacity in each space.
3. Equipment included for each space rented: Hall- 100 stacking chairs, 17- 6' dinner tables, Bar- 19 chairs, 8 bar stools and 11 cocktail tables, Clubroom- 4-6' tables, 50 Chairs. An Audio system with 4 installed "opera mikes", 2 wireless and 1 wired microphones, mike stand, amplifier and speakers, a six foot Chickering grand piano, five portable stage modules (6' X 8' each), a 10' x 6' pull down projection screen and a large flat screen TV with supporting Satellite channels and DVD/VHS player in the Bar are also available at additional cost.
4. **All exit doors of the building must be kept clear at all times. At no times can the identified exit doors be blocked in any way to prevent entry or exit. Failure to adhere to this requirement will result in immediate termination of the event.**
5. Smoking is not allowed in the building. Adults may smoke in outside areas.
6. A full service caterer leases our commercial kitchen adjacent to the Bar. Renter desiring catering service or possible use of the kitchen should contact our Tenant directly. You may provide your own food service or catering service. Catering trucks can use our rear parking lot.
7. **Rental time must include all setup and cleanup time.**
8. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond Twin Cities Post 313's control, including but not limited to flooding, fire, natural disaster, power outages, criminal acts or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, Twin Cities Post will refund any fees received from renter. Twin Cities Post 313 shall not be liable for renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits and lost opportunity.

### INSURANCE

1. A certificate of insurance is required for events held in the Hall/Bar and Kitchen. This certificate of insurance must name Twin Cities Post 313 as additional insured for a minimum amount of \$1,000,000 for property damage and personal liability. Most homeowners insurance will issue a certificate at no cost.
2. A certificate of insurance is to be received and approved by Twin Cities Post 313 upon final rental payment.
3. Persons to whom rental has been granted must agree in writing to hold Twin Cities Post 313 harmless and indemnify Twin Cities Post 313 from any and all liability for injury to persons or property occurring as a result of the activity sponsored.

### DECORATIONS/TRASH

1. Plans for decorations must be approved **at the time the rental is agreed upon**. Only fireproof or fire retardant materials may be used in decorations. Helium balloons must be secured at all times and at no time shall balloons be released out-of-doors or indoors.
2. Open flame devices are prohibited (No Candles etc...).

3. Staples, nails, thumbtacks, masking tape, or other materials, which might deface the property, shall not be used. Push Pins are OK. Decorations may only be hung or mounted to the wooded surfaces of the building. The use of Spray should not be applied on site as its overspray is very difficult to remove and will add to cleaning costs.
4. Decorations must be removed by the tenant before they leave the building.
5. **No decorations, signs or other decorations are to be attached or hung from the black curtains or its hardware.** Hooks are provided behind the curtain beam to be used to hang signs or banners in front of the curtains.
6. Food and beverage trash must be sorted for recycling. Garbage, paper, and Glass/cans containers are located in the rear parking lot of the facility.

### ALCOHOLIC BEVERAGES

1. We have an ABC License which permits us to sell the full range of alcoholic beverages to serve your guests. We offer operating the bar as a hosted bar, or cash bar. If the Post is serving alcoholic beverages and the Renter desires to have his own wine served, a \$5/bottle corkage fee will be charged.
2. Serving alcoholic beverages by any function that charges an admission or collects a "donation" constitutes a "sale" of alcoholic beverages even if beverages are not individually sold. Those **non-profit** functions must be served by a licensed bar. If the renter elects to serve their own alcoholic beverages that require a license, the renter must either acquire a one day ABC license or have the event catered by a caterer with the proper license. In either case the Post will surrender its license. Normally a one day ABC license requires a lead time of at least 30 days.
3. A renter does not need a license if no "sale" (as defined above) is involved. This is generally the case for private parties which are entirely hosted by the renter.

### BAR SANITATION REQUIREMENTS

1. The Post is responsible for the **sanitation** control of the bar. As such, we will supply a representative to **instruct** the **renter** of our sanitation standards required by our health permit if you use our bar to serve alcohol or other beverages.

### Bartenders

1. **If you desire us to provide a bar tender to serve your alcoholic or non-alcoholic beverages, there will be a charge of \$25/hour- 4-hour minimum fee to be paid directly to the bartender.**

### MUSIC

1. If you plan to have either live or recorded music, the circumstances must be explained and approved by the Rental Agent. Our facility is located adjacent to a residential area. The renter agrees to control any noise level such as to not disturb our residential neighbors. The sound level of music at any time must comply with Larkspur City Ordinances.
2. All outside doors and windows must be closed when music is being played in the hall. There are three exhaust fans (two in the ceiling and one at the north wall for ventilation) and one supply fan.
3. Rental attendant will monitor the music and advise the party of any correction that must take place. Any violation of our music policy could result in the termination of all music and possible termination of the entire rental. In said case, the Twin Cities Police Department will be advised that a party is being terminated. If this occurs renter will forfeit all fees and rental deposits.

## MINORS

1. Rental to a Minor. The Premises shall not be rented to any person under the age of 21 years (“Minor”).
2. Use of Premises by Minors. Dance Events for Minors between the ages of 13 and 20 years old are not permitted. Minors may attend events held for adults as long as they are a minority of the total attendees. If the number of Minors in attendance or expected to be in attendance at the Premises will be greater than twenty (20) Minors, then the following shall apply:
  - a. The Security Deposit shall be increased to \$400.
  - b. A minimum of two men and two women shall be designated by the Tenant to supervise the Minors (“Adult Supervisor”). **“Adult Supervisors” shall be parents or legal guardians of attendees.**
  - c. The renter shall provide a list by name of all “Adult Supervisors” with their phone numbers two week prior to the event.
  - d. At least two “Adult Supervisors” shall be added for every additional 40 Minors in excess of 20 Minors in attendance. For example: 4 Adult Supervisors for 20 Minors, 6 Adult supervisors for 60 Minors, 8 Adult Supervisors for 100 Minors, etc.
  - e. Adult Supervisors shall consist of men and women in equal numbers.
3. Adult Supervisors shall establish a controlled entry point for the event and monitor other exits to ensure they are not used as uncontrolled entry points.
4. All areas of the Premises (including but not limited to hall, bar, washrooms, storeroom, furnace room, front porch and adjacent parking areas) shall be inspected by male and female Adult Supervisors at least every 15 minutes.
5. Minors who leave the Premises shall not be permitted reentry.
6. Tenant shall not permit Minors to use drugs or alcohol on the Premises. Minors who have used drugs or alcohol are to be removed from the Premises by a parent or responsible Adult.
7. Notification of Police. The American Legion will notify the Twin Cities Police in advance of any use of the Premises by Minors as described in Section 2, above.

## FEE PAYMENT

**All fees listed on the attached fee schedule must be received no later than two weeks before the scheduled event.** If the fees are not received within two weeks of the event, we will assume you are forfeiting your rental and we will keep your security deposit.

## SECURITY / CLEANING DEPOSIT

1. A security/cleaning deposit of \$200 is required from ALL parties renting the American Legion Hall/Bar, (\$400 for Hall /Bar where 20 or minors are present. \$50 deposit is required for the Clubroom.
2. The deposit must be received within 2 weeks of verbal agreement with the Rental Agent to reserve the event date. **An event is NOT confirmed unless a deposit has been received.** All rentals are on a first come, first served basis.
3. The security/cleaning deposit check will be deposited into the Twin Cities Post 313 Rental account.
4. The rented space will be professionally cleaned after the rental event by arrangements made by the Twin Cities Post. The fee for this cleaning will be deducted from the security/cleaning deposit.
5. A cleaning check list will be provided to each rental tenant prior to occupancy. If they find any condition unsatisfactory, they should bring it to the attention of the Rental Agent immediately.
6. The renter must remove all decorations and personal effects at the end of their rental period. Twin Cities post is not responsible for items left after the rental period.

7. The cost of cleaning, repairs, maintenance and associated labor cost will be deducted from the deposit. The renter will be liable for these costs to the extent that they exceed the amount of the deposit.
8. The remainder of the deposit will be refunded to the renter in the form of a check from the Twin Cities Post 313.

### **CANCELATIONS / REFUNDS**

A refund of deposit and rental fees for cancelled reservations will be made in accordance with the following schedule:

Cancellation at least 3 weeks prior to the event:	100% refund of rental fees & full deposit
Cancellation at least 2 weeks prior to the event:	75% refund of rental fees
Cancellation at least 1 week prior to the event:	50% refund of rental fees
Cancellation within 1 week of event or NO SHOW:	No Refund

### **KEYS**

The renter **will obtain the key to the hall from a representative of the post just prior to the start of the rental. The key must be deposited at the end of the rental in the post mail slot, which is located at the end of the post driveway.** The renter is responsible for the replacement of any lost keys and changing the locks if required.

### **DISTURBANCES**

Our facility is located in the center of Larkspur and has residential properties in close proximity. The conduct of guests is the direct responsibility of the renters, and any violation of our guidelines or disturbances in the parking lot or neighborhood could result in the termination of the party. All disturbances will be formally reported to the Twin Cities Police Department. This action could result in additional charges imposed by the Twin Cities Police Department and the cleaning/security deposit forfeited.

### **PARKING**

There are five parking spaces in the rear of the property available on a first-come basis. The driveway may be used briefly to offload equipment and supplies. Persons must be available to move vehicles in the driveway at all times. Public parking is available in the city parking lot in front of the Hall and on public streets adjacent to the Hall. Please note there is a 2-hour parking limit restriction in the city lot and street parking close to Magnolia during normal business hours. The paved old railroad bed to the rear (east) of the property is the private property of others and is not to be used for parking by renters or their guests.

### **CONTRACT BETWEEN TWIN CITIES POST AND RENTER**

Signature by the Renter constitutes a contract between Twin Cities Post and the renter. The Renter agrees to be bound by the terms in contained in this document.

### **ATTORNEY'S FEES**

If either party commences an action against the other party arising out of or in connection with this contract, or institutes any proceeding in court which has jurisdiction over the other party or any or all of its property or assets, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and court costs.

# Twin Cities Post 313 - American Legion Rental Application

(April 6, 2011)

EVENT DATE: \_\_\_\_\_ EVENT HOURS \_\_\_\_\_ am/pm - \_\_\_\_\_ am/pm,

TOTAL HOURS OF USE: \_\_\_\_\_ (Total time must include setup and cleanup time)

TYPE OF EVENT \_\_\_\_\_

IS A FEE OR DONATION TO BE COLLECTED FOR ATTENDANCE? YES \_\_\_ NO \_\_\_

TOTAL ATTENDANCE (EXCLUDING SERVERS AND PERFORMERS): \_\_\_\_\_, No. of MINORS \_\_\_\_\_

ASSEMBLY \_\_\_\_\_ OR SEATED AT TABLES \_\_\_\_\_

FACILITY RENTED: HALL & BAR \_\_\_\_\_ CLUBROOM \_\_\_\_\_ BAR ONLY \_\_\_\_\_

WILL ALCOHOL BE SERVED? YES \_\_\_ NO \_\_\_

IS A ONE-DAY ABC LIQUOR LICENSE REQUIRED? YES \_\_\_ NO \_\_\_

IS A BARTENDER REQUESTED AT \$25/HR – 4 HOUR MINIMUM? YES \_\_\_ NO \_\_\_

RENTER HAS PROVIDE EVENT INSURANCE \_\_\_\_\_ YES

NAME OF RENTING GROUP OR INDIVIDUAL \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ Phone: \_\_\_\_\_ (needed to return deposit)

ADDRESS (needed to return deposit) \_\_\_\_\_

Contact Email: \_\_\_\_\_

PERSON WHO WILL PICK UP KEY \_\_\_\_\_ and Phone no. \_\_\_\_\_

FEES: 

	Due	Paid
<b>Refundable Security/Cleaning Deposit</b>	_____	_____
Rental Fee for space:	_____	
Surcharge for not using Post bar and Renter serves alcohol in Hall	_____	
Hall Audio Equipment	_____	
Staging - How many units? (1-5) _____	_____	
6' Chickering grand Piano	_____	
Movie/Projection Screen use	_____	
Bar TV and DVD/VHR	_____	
<b>TOTAL FEES FOR SPACE AND EQUIPMENT:</b>	_____	_____

I HEREBY CERTIFY THAT I FULLY UNDERSTAND THE TERMS CONTAINED IN THIS DOCUMENT. Signature by the Renter constitutes a contract between Twin Cities Post and the Renter.

Adult Renter Signature: \_\_\_\_\_ Date \_\_\_\_\_

Please sign and return this page with your deposit check made payable to Twin Cities Post 313 and deliver/mail to:  
Marin Realty Group, Attention: Lou La Gata, Suite 102, 444 Magnolia Ave., Larkspur, CA 94939

Approved: Post 313 Rental Agent: \_\_\_\_\_ Date \_\_\_\_\_