

American Legion Milwaukie Post 180 Post Rental Policy

General:

This policy will set forth guidance on renting the Milwaukie Post facilities to Post members and to outside entities.

The Post has the capacity to host multiple events simultaneously and, when possible, ***convenient*** to those seeking to utilize the facilities. The Post will attempt to maximize this capability. This capability will be evaluated on a case-by-case basis and will involve concurrence by all parties involved.

Post rental is on a first come, first serve basis. A reservation becomes valid only when the Post approving officer accepts the reservation deposit and this will be the precedence setting date, should a reservation conflict occur.

Rental to Milwaukie Post Members:

Membership, in the scope of this policy, is limited to members in ***good standing*** (dues current and the member is not under any Post suspension) of the following Milwaukie Post organizations:

1. Post 180 Legionnaires
2. Auxiliary Unit 180
3. Squadron 180 Sons of the American Legion
4. Post 180 American Legion Riders

Membership in the Milwaukie Post carries with it certain privileges and benefits. One of these benefits is the use of the Post facilities. Members will not be charged for the use of the Post facilities for immediate family events held at the Post. For the purposes of this policy, immediate family is limited to the following: spouse, parents and grandparents, children and grand children, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted, half, and step members are also included in the definition of immediate family.

Family events in the context of this policy include such events as family birthdays, family weddings, family receptions, family memorials, and events that relate directly to the member's personal immediate family. Not included in this definition of membership rental are events such as bowling team parties, retirement events, outside organizational recognition events, and any event that is not specifically recognized as a member's family event.

Members using the Post facilities will be required to post a refundable \$50 deposit to insure that the facility is properly cleaned and put back in order at the completion of the event. Members are responsible for all damage done to the Post by their guests and members will insure that they and their guests abide by the rules, regulations, and stipulations noted on the Member Post Reservation Form.

American Legion Post 180 and its Agents, shall not be liable for any damage, either to person or property sustained by members and guests of members using the Post facilities or others, caused by any defects now in Post premises or situated in any part of the appurtenance thereof, becoming out of repair or caused by fire or by the bursting of leaking water, gas, or sewer pipes, or from any act of neglect of employees, other members, or other occupants of the Post building or premises or any other persons. Members using the Post facilities agree to defend and hold

American Legion Post 180 and its Agents harmless from any and all claims for damage suffered or alleged to be suffered in or about the premises of the Post by any person, firm or corporation.

Rental to Non-Post Members and Outside Entities:

Non-members and outside entities may rent the Post facilities for events and activities so long as it does not conflict with membership activities and functions. The Post will not rent our facilities for illegal or immoral activities.

A Hold Harmless Agreement is used to protect one party from liability due to the actions of another party. It is typically used in situations where services are being provided, a party is using the property of another, or when a party is participating in an activity hosted by another. A stipulation to Hold Harmless the American Legion Milwaukie Post 180 will be included in all rental agreements related to the use of the Post facilities. This stipulation will include, but not be limited to, the following verbiage: American Legion Post 180, and its Agents shall not be liable for any damage, either to person or property sustained by non-Post members or entities renting the Post facilities, caused by any defects now in said leased / rented premises or situated in any part of the appurtenance thereof, becoming out of repair or caused by fire or by the bursting of leaking water, gas, or sewer pipes, or from any act of neglect of employees, members, or other occupants of the Post building or premises or any other persons. Renter agrees to defend and hold American Legion Post 180 and its Agents harmless from any and all claims for damage suffered or alleged to be suffered in or about the leased premises by any activity or event attendee or other person, firm or corporation.

Catering Services:

Catering services can be provided by Post organizations and Post members utilizing the Post kitchen facilities. Those wishing to rent the Post facilities and wishing to utilize caterers for their event will be provided a list of approved Post caterers. Post renters will need to make direct contact with approved caterers for menus and event support requirements. Arrangements between caterers and Post renters will not involve the Post, except for fees to utilize the Post kitchen facilities. The caterer selected to support the event is responsible for renting the Post kitchen facilities, clean-up deposits, damage deposits, and any other fees associated with the use of the Post kitchen and catering services provided to the Post renter.

Policy Approval:

Approved: */S/ Michael Wilson*

Michael Wilson, Commander Milwaukie Post 180

Date: **7 July 2016**