

**Veterans of Foreign Wars  
Indian Trail Memorial Post 2423  
100 VFW Lane  
Indian Trail, NC 28079**

**HALL RENTAL AGREEMENT**

1. In consideration of the promises and agreements contained in this Agreement, Indian Trail Memorial Post No. 2423 Veterans of Foreign Wars of the United States, Inc. ( "Post 2423") agrees to rent to \_\_\_\_\_ ("Renter") the Post 2423 Banquet Hall located at 100 VFW Lane, Indian Trail, North Carolina 28079 ("Banquet Hall") as follows:

Date of Rental: \_\_\_\_\_

Time of Rental: From: \_\_\_\_\_ To: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Renter contact info: Phone \_\_\_\_\_ Email \_\_\_\_\_

2. The Rental Rates shall be as shown on the attached rate schedule. The terms and conditions of that schedule are incorporated herein.
3. All local, state, fire and health laws and regulations shall be observed.
4. Under no circumstances shall drugs, narcotics, illegal substances, weapons and firearms of any type as defined by the laws of the State of North Carolina be allowed in or around the premises of the Post 2423 or the Banquet Hall.
5. Under no circumstances shall alcoholic beverages be served or given to a person under twenty-one (21) years of age in or around the Post 2423 premises or Banquet Hall.
6. The rental of the Banquet Hall is subject to the terms and conditions of the Hall Rental Stipulation Attachment which are incorporated herein.
7. Post 2423 shall be the only one who will sell food and/or alcoholic beverages at all rentals. No "brown bagging" will be allowed or tolerated at the Banquet Hall or on Post 2423 premises. The Hall Rental Canteen (Bar) Agreement form is included and incorporated into this Agreement.
8. Post 2423 will not be responsible for any items belonging to the Renter or guests.
9. The Renter will be held financially responsible for any damages to the Post 2423 premises during the rental period. This includes theft, loss of property and damages.
10. In consideration of the rental of the Banquet Hall, the Renter, on behalf of itself and any person or entity claiming by or through it, hereby releases and forever discharges Post 2423, its officers, members, agents, employees, legal representatives, successors and assigns, from any and all actions, claims, demands, losses, causes of action, suits, proceedings, and/or damages, whatsoever in law or equity which the Renter and/or anyone claiming by or through the Renter, ever had, now have, or may have in the future in connection to the rental of the Post 2423 Banquet Hall.

**11.** The Renter agrees to indemnify, defend and hold harmless Post 2423, its officers, members, agents, employees, legal representatives, successors, and assigns from and against all claims, liabilities and any other costs (including attorney's fees and court costs) arising out of or relating to the Agreement, including, but not limited to:

- (a) any harm to person or property resulting from the negligent or intentional acts or omissions of the Renter or guests;
- (b) any injury resulting from any breach of this Agreement by Renter;
- (c) the Renter's failure to comply with any requirements imposed by any governmental authority.

**12.** Post 2423 its agents and employees do not make any warranties, guarantees or Representations regarding the security of the Post 2423 premises or surrounding Areas. Any such warranties or representations, whether express or implied, are hereby disclaimed. The Renter understands and agrees that the Renter and guests are exclusively responsible for protecting themselves from crime and any other danger.

- (a) If security systems and/or personnel are present in or around the Post 2423 premises, their presence should not cause the Renter or guests to rely upon the security systems an/or personnel or lower their vigilance in any way;
- (b) If security systems and/or personnel are present in or around the premises of the Post 2423, no representation is made that they will prevent crime or injury and Post 2423 reserves the right to modify or eliminate any security system and/or personnel at any time without notice and without such actions constituting a breach of this Agreement or any other obligation;
- (c) The Renter releases Post 2423 and its agents and employees from any or Liability for the criminal or intentional acts of others and agrees that Post Post 2423 has made no representations regarding the safety of the Post 2423 premises or surrounding areas.

**13.** The Renter agrees to the terms and conditions of this Agreement. If the terms agreed upon are violated, the event will be cancelled and the deposit and all payments will be forfeited.

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Post 2423 Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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**Hall Rental Stipulation Attachment**

1. Smoking will not be allowed in the confines of the VFW building.
2. Rental facility is restricted to a maximum of 225 people.
3. Hanging VFW property will not be removed from the walls, but may be covered over.
4. Painters tape may be used to hang items from the walls or ceiling.
5. Nails, staples or anything that causes holes in the walls, floors or ceiling is prohibited.
6. The use of the outdoor patio and grill area is prohibited.
7. The use of the Departed Comrades Memorial Park is prohibited. Children must be instructed to not enter the park.
8. Standing on chairs and tables is prohibited.
9. Open flames are prohibited.
10. Kitchen area is limited to heating of already prepared food only.
11. Use of the kitchen for preparation of raw or uncooked food is prohibited.
12. Renter will provide name of responsible person on site during rental if other than person signing agreement.
13. No alcohol may be brought to Post 2423 premises. Violation of this rule may result in the rental being terminated and all fees paid forfeited.
14. Cleaning of the hall must commence at midnight of the day of the event. All bands, DJ's or other entertainment or activities will cease at midnight.
15. The hall must be cleaned in accordance with the attached cleaning instructions or the cleaning/damage deposit will be forfeited.

As the renter, I have read, understand, and agree to the above stipulations. Initials:\_\_\_\_\_