

AMERICAN LEGION POST #26

| This Venue Rental Agreement ("Agreement") is made on | , by and between: |
|---|---|
| Owner/Lessor ("Owner"): American Legion Post #26 Event Manager – Leann Zinn leannzinnALPost26@gmail.com 702 W. 35 th St. Davenport, IA 52806 AL: 563-322-4971 EM: 319-520-6342 | |
| Renter/Lessee ("Renter"): | |
| Renter Contact Name: | |
| Renter Organization: | |
| Address: | |
| Phone/Email: | |
| Member Name (if applicable): | ding of American Legion Post #26 must be present at the |
| Event Details | |
| Event Type: | Date(s): |
| Access Time: | End Time: |
| Expected Attendance: Caterer/Bakery: | |
| Alcohol will, will not be served at the event. | |
| Non-Alcoholic beverages will,will not be served at the | e event Lemonade Coffee Water |
| Initial Walk-Through Date: | |
| Additional Notes: | |
| How did you hear about our venue? | |
| I, | , the Renter, have been provided a pre-event walk |
| through Venue, and agree to the terms of the rental agreement | |



1) Reservations & Cancellation

- a) A walk through the venue with the Event Manager or designee is required prior to reserving the venue. The walk-through should take 20-30 minutes, and the renter is required to be present.
- b) Reservations must be made at least 10 days in advance of the event date and may be made up to one year in advance.
 - Reservations scheduled one year in advance; a non-refundable hold fee is required to secure the date. This hold fee will be applied toward the total rental fee.
- c) Cancellation of more than 10 business days (M-F) before event: a \$50.00 fee will be charged.
- d) Cancellation of less than 10 business days (M-F) before event: full deposit forfeited.
- e) Rental is not available during regularly scheduled Post meetings and events.

2) Venue & Rental Fee

- a) Owner agrees to rent to Renter the following space ("Venue"):
- b) The rental fee includes use of the Venue, standard cleaning services after the event, and bartender service provided by the Venue's licensed bar.
- c) The Event Manager reserves the right to offer different rental fees for Veteran Service Organizations, School and/or Youth events, or other similar organizations.
- d) An additional cleaning fee may be assessed if the Renter does not adhere to the cleaning requirements per the rental agreement.

| Room | Capacity | Days | Rental Fee | Member Rental Fee | Security Deposit |
|-----------------------------------|----------|-------------|-----------------|-------------------------|---------------------|
| Main Hall | 250 | Fri - Sun | \$500 | \$400 | |
| | 230 | Mon - Thurs | \$400 | \$300 | \$200 |
| Bar/Entertainment Room | 100 | Fri - Sun | \$300 | \$200 | · |
| | 100 | Mon - Thurs | \$200 | \$100 | \$250 for 1 year |
| Complete Facility | 350 | Fri - Sun | \$750 | \$650 | advance |
| Complete Facility | 330 | Mon - Thurs | \$500 | \$400 | |
| Funeral or Celebration of Life | 350 | As needed | \$200 | \$100 | N/A |
| Private Meetings 10-350 | | As needed | \$25 - \$150 | \$50 | \$50 |

1) Deposit & Payment

- a) Deposits must be paid at the end of the walk through for the rental date to be held. The remaining balance must be paid at least two (2) weeks prior to the event. Non-payment of the balance will result in forfeiture of the rental date and deemed cancellation, and subject to cancellation fees.
- b) An additional deposit for an open bar or bar tab is required 24 hours prior to the event. Any remaining balance must be paid at the end of the event.

Note: Deposit refunds take a minimum of 5-10 business days to process.

| Rental Fee | Security Deposit | Deposit Date Received | Balance Due | Balance Due By | Date Received | Amount Returned | Deposit Date Returned | Bar Deposit | Bar Balance |
|---------------|---------------------|-----------------------------|----------------|-------------------|------------------|--------------------|-----------------------------|----------------|----------------|
| | | | | | | | | | |
| Payment M | ethod: Casl | 1 | Chec | ck | Cre | dit Card: | Oth | er: | |



- a) A pre-event walk-through of the Venue with Owner or its representative is required prior to the signing of this Agreement. The walk-through ensures both parties agree on the condition of the Venue before the event.
- b) After the event, Owner will complete an inspection report documenting the condition of the Venue. A copy of this report will be provided to Renter to identify any damages for which the security deposit is being held, or to confirm that the security deposit will be returned in full.
- c) Advance Access: If no other event is scheduled and proper arrangements have been made with Owner in advance, Renter may be permitted to enter the Venue prior to the event start time for decorating or setup.

2) Cleanup & Damages

Renter shall:

- a) If the room layout has been changed, ensure the room is put back into the condition it was found.
- b) Remove all personal belongings, decorations, and other items immediately following the event.
- c) All personal belongings decorations, and other items are required to be removed within two (2) hours following the rental. Prior arrangements must be made if overnight storage is required.

Note: Renter is responsible for any damage caused to the Venue, fixtures, or equipment during the rental period. The security deposit may be used to cover costs, but Renter remains liable for any additional amount.

3) Renter's Responsibilities

- a) Renter shall:
 - i) Supervise all attendees and vendors.
 - ii) Shall not use the Venue for unlawful purposes.
 - iii) Ensure all doors remain closed during the entire event.
 - iv) Ensure no smoking in the building, in front of, or to the rear of the building. Smoking is limited to the West of the building and ashtrays are provided.
 - v) Ensure all cans and bottles are placed in the designated recycling containers throughout the building or returned to the bar. Water bottles can be thrown away.
- b) Decorations:
 - i) All decorations must be fire retardant.
 - ii) Tacks, pins, and transparent tape are not permitted on the walls.
 - iii) Only masking tape is permitted on the metal portions of the ceiling or walls.
 - iv) Confetti, glitter products, real grapes and berries are not permitted for use.

Note: Violation of decoration use may forfeit the deposit. Questions about decorations can be discussed with the Event Manager.

4) Permitted Use

- a) Renter agrees to use the Venue solely for the event described above and in compliance with all applicable laws and Venue rules.
- b) Renter may not sublease, assign, or transfer its reservation or rights under this Agreement to any other party without the prior written consent of Owner.

5) Alcohol Policy

- a) All alcoholic beverages and soft drinks must be purchased and served by the Venue.
- b) Alcoholic beverages are only permitted inside the building.
- c) An alcohol curfew is in effect; all alcoholic beverages must be removed from public view and are not allowed for consumption after the curfew time.
- d) Any violation of these alcohol policies may result in immediate suspension of the event and may incur additional fees charged to the Renter.



- e) Alcohol being served or sold without prior written approval from Owner will result in forfeiture of the security deposit.
- f) No outside alcohol may be brought onto the premises.
- g) No outside bartenders may be used.
- h) Bartenders will be scheduled and assigned by the Venue.
- i) Bartenders reserve the right to refuse service to any guest who appears intoxicated or underage
- j) All alcohol service must be provided exclusively by the Venue's own licensed bar in compliance with Iowa law.

6) Food Policy

- a) Renter may bring in any outside food, whether prepared by an individual, business, or organization. A licensed caterer is not required.
- b) The following conditions apply:
- c) Crockpots, electric warmers, and appliances requiring electrical outlets are permitted, but usage limits may apply to prevent circuit overload.
- d) The Venue reserves the right to restrict or shut down appliances at any time to protect electrical systems, equipment, or property.
- e) Food warmers or sterno-style warmers are preferred for safety and power management.
- f) All food must arrive ready to serve—no onsite cooking is allowed.
- g) Renter is solely responsible for ensuring food safety, proper temperature control, sanitation, and compliance with any applicable food-handling standards.

Owner may deny or remove any food items or equipment that pose safety risks.

7) Food Safety & Indemnification

Renter acknowledges and agrees that:

- a) Owner does not inspect, supervise, or guarantee the safety, preparation, storage, handling, or ingredients of any food brought into the Venue.
- b) Owner makes no representations regarding potential allergens, contamination risks, or compliance with food-handling regulations.
- c) Renter shall assume full responsibility and liability for all food provided at the event, including food brought by guests, volunteers, or third-party providers.

Renter shall indemnify, defend, and hold harmless Owner, its officers, members, employees, volunteers, and agents from any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to:

- d) foodborne illness, food poisoning, or contamination;
- e) allergic reactions;
- f) improper food handling, storage, or service;
- g) violations of food-safety regulations;
- h) any act or omission of Renter, its guests, or its food providers.

This indemnity applies regardless of whether claims arise during or after the event.

8) Termination

Owner reserves the right to terminate this Agreement immediately if Renter breaches any terms or engages in illegal or unsafe activities.

9) Force Majeure

Neither party shall be liable for failure to perform obligations under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, government orders, or emergencies.



10) Entire Agreement

This Agreement represents the entire understanding between Owner and Renter and supersedes all prior discussions. Amendments must be in writing and signed by both parties.

| 11) Governing Law | | |
|---|-------|--|
| This Agreement shall be governed by the laws of the State of Iowa | | |
| Signatures | | |
| | | |
| | Date: | |
| [Owner / Representative Name & Title] For American Legion Post #26 | | |
| | | |
| | Date: | |

[Renter Name & Title]
For [Renter Organization, if any]