

AMERICAN LEGION POST 72

1500 N. CHURCH AVE., MULBERRY, FL 33860

MEMBER HALL RENTAL / KITCHEN AGREEMENT

(Revised to Comply With Florida Law & Maximize Liability Protection)

Rental Date: _____

Time: START _____ **END** _____

Open/Unlock Building: _____

Type of Event: _____

Expected Number of Guests: _____ (Maximum occupancy 250)

Renter's Name: _____

Mobile Phone: _____ **Alternate Phone:** _____

Fees:

- Hall Rental Fee: **\$150**
- Hall + Kitchen: **\$200**
- Hall + Bartender & Private Bar: **\$225**
- Hall + Kitchen + Bartender & Private Bar: **\$275**
- **Deposit (Cash Only): \$100**
- **Total Cost:** \$ _____

Deposit & Refund

All rental fees and deposits must be paid at the time the reservation is confirmed. The deposit will be refunded only if **no damage, theft, excessive cleaning, or rule violation** occurs.

Renter may voluntarily donate the deposit back to Post 72.

1. HALL USAGE & CLEANING

Renter agrees to:

- Dispose of all trash in designated dumpsters and **ensure dumpster lids are fully closed**
- Remove all decorations and restore the hall to its prior condition
- Wipe down all tables and surfaces
- Follow all directions of hall management
- Complete cleanup **immediately following the event and within the rental time period**

Hall management will inspect the facility. Failure to meet cleaning or condition requirements allows Post 72 to **retain the deposit and/or charge additional costs**.

All decorations must be pre-approved by hall management.

2. RULES & REGULATIONS

- Music must remain at a reasonable volume.
- **No outside beverages of any kind** may be brought into the facility—including alcohol, soda, water, or any other drink.
- All alcoholic beverages must be purchased from the canteen bar or private bar.
- Food purchases are available from the canteen when staffed.
- Renter and guests must follow all Post 72 rules and instructions.

3. KITCHEN RULES

The kitchen is **strictly off limits** unless the kitchen fee and deposit are paid.

If kitchen access is granted:

- All persons in the kitchen must hold a **valid Food Handler's Certificate** and wear **closed-toe shoes**.
- No kitchen supplies, ingredients, or equipment may be used without approval.
- All dishes must be washed, dried, and returned to original locations.
- Floors must be swept and mopped.
- All appliances must be turned off following use.

Cleanup must be completed **immediately** after the event.

4. BINGO & PULL TAB MACHINES

Bingo and Pull-Tab machines are **off limits** to:

- Anyone under age 21
- All non-members of Post 72

Renter is responsible for ensuring compliance.

5. ASSUMPTION OF RISK (FLORIDA-COMPLIANT)

Renter understands and agrees that use of the premises involves inherent risks.

Renter voluntarily assumes all risks of injury, damage, or loss arising from or related to the event, the premises, the conduct of guests, or any activities associated with the rental.

**6. INDEMNIFICATION & HOLD HARMLESS

(To the Maximum Extent Permitted by Florida Law)**

Renter agrees to **fully indemnify, defend, and hold harmless**:

American Legion Post 72, its officers, members, employees, volunteers, agents, and affiliates, from and against **any and all claims, liabilities, injuries, damages, losses, demands, actions, attorney's fees (including on appeal), or expenses of any kind** arising out of or connected with:

- Renter's use of the premises
- The event or its activities
- The actions or omissions of Renter, guests, vendors, or invitees
- Alcohol consumption or service
- Damage to property or injuries to persons
- Violations of law or Post rules

This provision **survives** the event and termination of the Agreement.

7. RELEASE OF LIABILITY

Renter hereby **waives, releases, and discharges** American Legion Post 72 from:

- Any theft, loss, or damage to personal property
- Any injury or harm to persons occurring on or near the premises
- Any cause whatsoever outside the Post's control

Renter acknowledges that:

“American Legion Post 72 shall not be liable for injury or damage to any person or property at any time during the rental period, and the renter releases the Post from all past, present, and future claims related in any way to the use of the facility.”

All vehicles and contents parked on or near the premises are **parked at the renter's and guests' sole risk**.

8. ALCOHOL & LEGAL COMPLIANCE

Renter agrees to comply with all:

- Florida alcohol laws
- Municipal noise and occupancy regulations
- Fire codes
- American Legion policies

Renter is **responsible for all guest behavior**.

No alcohol may be served to minors or intoxicated persons.

Post 72 reserves the right to immediately terminate the event **without refund** for violations.

9. CANCELLATION POLICY

Cancellations must be made **at least 14 days prior** to the rental date.

If timely notice is not provided, the deposit will not be returned.

10. CONTROL OF PREMISES

Post 72 retains the right to enter the premises at any time.

Renter must comply with all instructions from Post officers or hall management.

11. GOVERNING LAW & VENUE

This Agreement is governed by **Florida law**, and any legal action must be brought exclusively in **Polk County, Florida**.

12. ENTIRE AGREEMENT

This document contains the entire agreement between the parties.

No oral statements or prior understandings shall modify it.

Any amendment must be **in writing and signed** by both parties.

RENTAL AGREEMENT EXECUTION

This Rental Agreement is entered into on this ____ day of _____, 20____.

RENTER / CLIENT

Signature: _____

Printed Name: _____

HALL MANAGER (Legionnaire Officer / Canteen Manager)

Signature: _____

Printed Name: _____