

## VFW Post 10630 Building Rental Agreement Contract

This contract of lease made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Bryce H. Swindle VFW Post 10630** (herein called LESSOR) and \_\_\_\_\_, (herein called LESSEE).

WITNESSETH: That in consideration of the rent herein stated, the Lessor does hereby lease to the Lessee premises located at 3226 Davis Street, Hope Mills, Cumberland County, North Carolina, for a term of \_\_\_\_ hours for this date \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

(1) Payment of Rent: Lessee will pay rent to the Building Custodian or Designated Representative the sum of \_\_\_\_\_ **per hour for up to eight (8) hours. All activities are to be completed by 1200 Midnight, unless additional time is agreed upon in advance.**

A non-refundable **Deposit of \$100 must be paid** on the date of contract signing to secure the rental. The remaining balance is due two weeks prior to the start of the event.

A **Security Deposit of \$250 must be paid** at the same time when the balance due is paid. This will be returned to the Lessee the following day after the rental if no damage is found. If damage is found, this deposit will be used to make repairs and anything remaining will be returned to the Lessee.

(2) Use of Premises: Lessee will use the premises only for peaceable, law-abiding, reputable, and inoffensive purposes (Business Meetings, Entertainment, Dining, Dancing, Wedding/Reception, etc.) which will only include the **Main Hall/Restrooms, side room and the Kitchen**. Maximum occupancy is **eighty-two (82)** people.

(x) Lessee is responsible for obtaining any and all permits and permissions including but not limited to ABC permits and authorization from relevant public authorities or private parties for any performance or displays of any works to or in which third parties may have rights. Only beer and unfortified wine (wine containing sixteen percent or less alcohol volume) are allowed. If stronger beverages are to be consumed, the lessee must obtain a one time event License for the North Carolina ABC commission. It is the Lessee's responsibility to obtain the License and only the alcoholic beverages cited in the permit may be consumed on the Premises. At no time shall Lessee allow any person to violate the terms and conditions of any ABC permit or any laws controlling the dispensation of alcohol. Lessee is responsible for ascertaining legal and regulatory requirement and complying wherewith at all times.

The Lessee shall not use the Premises nor allow the use of the Premises for any purpose or in any manner inconsistent with or exceeding the scope of this Agreement. Lessee shall be responsible for the conduct of each and every individual who has access to the Premises by or through Lessee as a guest, invitee, attendee, employee, independent contractor, vendor, accompanying anyone, or other or in any other capacity or for any other reason by permission or request of Lessee or anyone present by reason of or account of Lessee including but not limited to emergency first responders or persons not invited by Lessee. Should Lessee have any questions as to what conduct is permissible or otherwise under this Agreement, Lessee shall make inquiry of Lessor and shall abide by Lessor's decision. **Lessee shall at all times and as to all matters follow directions and instructions from Lessor or its staff members; failure to do so constitutes grounds for immediate revocation of the license given by this Agreement. Lessor may provide such directives and instructions from time to time by any means calculated to inform Lessee under the circumstances.**

Lessor is not liable for and shall provide no refunds for Acts of God such as weather related conditions, public disturbances, or interruptions of electrical service. Lessor does not undertake to provide reserve electrical power or use of generators.

Lessee shall indemnify, defend and hold harmless Lessor from any claims, demands, expenses, attorney's fees and liability arising out of Lessee's use of the premises. In addition, Lessee, for itself and for all of its employees, agents, guests and invitees, and for all persons who may be upon or within the premises at Lessee's request or by Lessee's permission, hereby agrees that Lessor shall not be liable in any way for any matter, cause, thing, action or omission

**Bryce H. Swindle VFW Post 10630**

3226 Davis Street  
Hope Mills, NC 28348

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**Rental Agreement Continued**

with respect to the Property or Lessee's use thereof or presence thereon, and Lessor is hereby released and discharged of any and all liability of any kind with respect thereto.

My signature certifies that I fully understand and have read the conditions as set forth by this agreement, and I also BY SIGNING, I/we give up the right to sue.

In Witness whereof, the parties hereto, have set their hand and seal, this day and year as first written above.

Lessor Name \_\_\_\_\_ Lessee Name \_\_\_\_\_

Lessor Signature \_\_\_\_\_ Lessee Signature \_\_\_\_\_

**For Bryce H. Swindle VFW Post 10630**

**If any of these rules are violated, the event will be ended by the Post Commander or representative.**

## Rental Agreement Form

Name of Person Renting Building: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Telephone #: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Secondary Telephone #: \_\_\_\_\_

Date of Rental: \_\_\_\_\_ Time: FROM \_\_\_\_\_ TO \_\_\_\_\_

Post 10630 Life Member \_\_\_\_\_; Post 10630 Annual Member; VFW Member \_\_\_\_\_  
Veteran \_\_\_\_\_; All others \_\_\_\_\_

Kitchen: YES \_\_\_\_\_ NO \_\_\_\_\_

Special Requests/Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

***By Order of the Commander***