

## ***JACK HENRY POST 1 VENUE RENTAL AGREEMENT***

This Venue Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, by and between American Legion Jack Henry Post 1, of 840 W. Fireweed Ln., Anchorage, Alaska 99503 ("Lessor") and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, N/A ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### **GRANT**

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Upstairs or Downstairs or Outside of Jack Henry Post 1 ("Facility") for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_ at \_\_\_\_\_.

### **DATE/TIMES OF PERMITTED USE**

Access to the Facility for the Event will commence at \_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_.

- No kitchen or grill use due to liability
- No one under 21 can consume alcohol on our premises
- Only trained Post 1 bartenders with a current TAM card can serve alcohol
- Nonmembers cannot purchase alcohol and must be signed in by members

### **RENTAL FEE**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$300 for nonmembers and \$150 for current members, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$250.00 with Lessor upon the execution of this Agreement, with no exceptions, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full by Lessee on the day of the Event.

### **INDEMNIFICATION**

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

- The post is not responsible for outdoor BBQ grill use or use of playground equipment when we are not the host.

### **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

**ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

**TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

**INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

**RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

**CANCELLATION**

Lessee may cancel this Agreement at any time up to 5 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 4 and 2 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 1 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

**OTHER INFORMATION**

YES / NO Bartender is needed? Bartenders wages are \$20 per hour which includes 1 hour setup and 1 hour tear down. This fee is paid to the bartender directly after the event. A 15% gratuity will automatically be added to your bill. Special requests for beer, liquor, or wine?

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YES / NO - Food catering from the post is needed? Approximate # of guests \_\_\_\_\_  
Menu \_\_\_\_\_

Other needs \_\_\_\_\_  
\_\_\_\_\_

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Alaska.

**SIGNATORIES**

This Agreement shall be signed by Richard Laswell / Michael Downs on behalf of American Legion Jack Henry Post 1 and by \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

American Legion Jack Henry Post 1

By: \_\_\_\_\_  
Richard Laswell / Michael Downs

LESSEE

\_\_\_\_\_

By: \_\_\_\_\_