



Version - 21 May 2021

**VETERANS OF FOREIGN WARS POST 10427  
LOCATION - 8760 RR 2243  
LEANDER, TEXAS 78641  
(512) 260-8313**

**HALL RENTAL AGREEMENT BETWEEN**

**RENTER** \_\_\_\_\_  
(Please print your Last Name, First Name and Middle Initial)

**Address:** \_\_\_\_\_  
(Address, City, State, and Zip Code)

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**& VFW POST 10427**

**TYPE OF EVENT & DATE:** \_\_\_\_\_

1. All applications for reservations must be made through the Canteen Manager by the execution of a signed contract. No other agreements are valid, unless stated in writing on the contract and initialed by both parties and the required **cash deposit** for two-hundred and fifty dollars (\$250.00) made within seven (7) days of the application date to validate the reservation. Otherwise, the date will be cancelled and made available to others. The required deposit will be one-half (1/2) of the total rental fee. The balance must be paid in full ten (10) working days before decorating for the event.

2. Contracts are for a period of twelve (12) hours, which includes the time for setup, decorating, caterer setup, band/DJ assembly. Any extension of this time will be at a rate specified in the schedule of charges. For hall rentals for a period of less than twelve (12) hours, a contract based on an hourly period will be at the rates specified in the Schedule of Charges.

3. The Hall will be available for setup and decorating the day of the event, no earlier than 12 Noon. The Canteen Manager must approve any deviation from this time. Normal decorating time is two (2) hours and Caterer setup one (1) hour prior to event, Decorations in the Hall are at the discretion of the Canteen Manager and decorations, tables/seating arrangements shall not block any "EXIT" and must allow at least four (4) feet clearance side to side.

4. The adjacent building to Del Yetter Hall is the VFW Post 10427, ***children under eighteen will not be allowed in this area without an adult. NO EXCEPTIONS.***



## HALL RENTAL AGREEMENT

5. VFW POST 10427 can provide one (1) Bartender at a rate flat rate of one-hundred dollars (\$100.00). **If you decide to have your own bartender, you must provide a copy of their license and TABC Certificate.**

6. Liquors, beer, wine, wine coolers or nonalcoholic drinks are allowed in the Hall. With advance notice, beer, wine, wine coolers and nonalcoholic drinks can be purchased through the VFW Post canteen.

***7. The undersigned renter shall indemnify and hold harmless VFW Post 10427 and waive all rights against VFW Post 10427 and its properties for any and all claims, damages or losses to personal property any claims past, present, future whether known or unknown, personal injuries, injuries or sickness in connection with rental of the facility and arising out of any act and/or omission by the VFW Post 10427.***

8. The Renter: ***Must be present during the entire rental agreement time period*** and:

a. Accepts all liability for the conduct (and consequences thereof) of any and all persons that may become impaired by alcoholic beverages at this event.

b. Releases and discharges any and all claims may have against VFW Post 10427 and all properties owned by VFW Post 10427, arising out of the conduct (and consequences for thereof) of those present at this event.

c. Agrees to defend, indemnify, and hold harmless VFW Post 10427 and all of its properties for the conduct (and consequences thereof) of those present at this event.

d. Agrees to instruct those serving alcoholic beverages at this event that MINORS are not and will not be served and that adults are not to be served if they are obviously intoxicated.

e. Accepts liability for the conduct (and consequences thereof) of all invited guest while on the VFW Post 10427 and all its properties.

f. Agrees to provide alternative transportation for all individuals who are or become impaired by alcoholic beverages while present at this event.

g. Assumes responsibility for repairs for damages to the building, furniture, or defaced property during the event. If the renter is a current member of VFW Post 10427, he/she has to be present during the entire rental period.

h. Insures, there will be no illegal drugs permitted on the VFW Post 10427 properties, if discovered, the event will be cancelled immediately and no refunds given.



## HALL RENTAL AGREEMENT

9. The following items are **not allowed** in the building when decorating: throwing or placement on tables of rice, birdseed, scattering of glitter, sequins, feathers or hay. There will be No Ceiling Decorations. At the conclusion of the event all decorations must be removed (including tape) before departing the hall. **This is not included in the cleanup fee.**

10. Hall Events cannot exceed more than **140** people. It is the responsibility of the renter to plan appropriately. Police and Fire Marshall will enforce city ordinance.

11. Nonprofit and nonpolitical organizations can meet periodically in the hall and is a free service to the public however, the organization must be approved by the Post **annually** and the schedule approved by the House Committee Chairman and Hall Manager. Donations are accepted, but not required. Organizations are not allowed to leave material, supplies or equipment after their meeting and must clean area or make arrangements for cleanup. **Organizations and individuals who rent hall as a fund raiser are required to have liability insurance at time of event.**

12. The Hall will not be rented for an event that is immoral, illegal, or offensive to the public or which maybe bring discredit to the VFW and VFW Post 10427. It is our VFW Post policy that no minor is allowed to drink alcohol with parents in/on our premises.

13. A VFW Member must show VFW Post 10427 membership card when applying for rental. Member can only use hall twice per calendar year at discount price. Member must be present at event or lose the discount price.

14. No animals allowed in building unless service animals.

15. Playground and Playground Equipment - ***Renter expressly, willing, and voluntarily assume full responsibility for all risks of any and every kind involved with or arising from the participation of children/adults, whether playing on or around the playground and playground equipment. Without limiting the generality of the foregoing, I hereby irrevocably release the VFW Post 10427, its employees, members, staff chain of command, contractors, subcontractors, successors, heirs, assigns, affiliates, and legal representatives (the "Released Parties") from, and hold them harmless for, all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the playground and playground equipment.***

16. The Hall rental is based on a twelve (12) hour contract. The Hourly rate for additional hours will be eighty (\$80.00) dollars an hour. **All contracts will be accompanied with a two hundred and fifty dollar (\$250.00) *cash* deposit<sup>1</sup>.** This deposit guarantees your dates of the hall rental and also is held for post-event clean-up. If post event walk through finds no deficiencies and damages your cash deposit will be returned.



## HALL RENTAL AGREEMENT

*17. Renter shall be given a full refund of the deposit if the Reservation is cancelled at least sixty (60) days prior to the event. **If less than thirty (30) days, NO DEPOSIT will be returned.** VFW POST 10427 retains the right to cancel any Hall rental due to circumstances beyond its control. If the VFW POST 10427 initiates the cancellation of a Rental contract, all deposits and fees shall be **refunded** to the Renting Party.*

I understand the above paragraph 17 – Renter’s Initials: \_\_\_\_\_ dated \_\_\_\_\_

<sup>1</sup>The deposit will be returned after the post walk through inspection has been completed and no deficiencies were noted.

<sup>2</sup>Veteran verification will be DD-214 (Honorable Discharge); Active or Retired US Military Identification Card, National Guard Bureau (NGB) 22 National Guard Identification or current Texas Driver’s License with “Veteran”.



## HALL RENTAL AGREEMENT

### SCHEDULE OF HALL RENTER CHARGES

#### Hall Rental Work Sheet

Name: \_\_\_\_\_ (Printed)

Date of Event & Type of Event: \_\_\_\_\_

If A VFW Member – VFW ID# \_\_\_\_\_ Veteran/DD-214 \_\_\_\_\_ Yes \_\_\_\_\_ No

Rental Rate: \$ \_\_\_\_\_ (+) Cash Deposit **\$250.00**

Deposit (**\$250.00 Cash**)/Date Paid \_\_\_\_\_ \$ 250.00

1<sup>st</sup> Payment Date Due: \_\_\_\_\_ /Date Paid \_\_\_\_\_ \$ \_\_\_\_\_ (1/2 of Rent Fee)

Balance Date Due: \_\_\_\_\_ /Date Paid: \_\_\_\_\_ \$ \_\_\_\_\_ (Remaining Balance 10 days prior to event)

Payment Date Due: \_\_\_\_\_ /Date Paid: \_\_\_\_\_ \$ \_\_\_\_\_

Balance Date Due: \_\_\_\_\_ /Date Paid: \_\_\_\_\_ \$ \_\_\_\_\_

Cleaning Date Due: \_\_\_\_\_ /Date Paid: \_\_\_\_\_ \$ \_\_\_\_\_

Bartender  
(If Requested @ \$100.00) Date Paid: \_\_\_\_\_ \$ \_\_\_\_\_

Balance \$ \_\_\_\_\_

Hall Manager Initial ( \_\_\_\_\_ ) Renter's Initial ( \_\_\_\_\_ )

Total Owed To VFW Post 10427 \$ \_\_\_\_\_ 1/2 Deposit \$ \_\_\_\_\_

Total Cost of Event To The Renter \$ \_\_\_\_\_

**I HAVE READ, UNDERSTAND AND COMPLY WITH THE PROVISIONS CONTAINED  
WITHIN THIS AGREEMENT AND THE ADDITIONAL GENERAL EVENT INFORMATION SHEET**

Signature of Renter \_\_\_\_\_

Hall Manager \_\_\_\_\_ Signed: \_\_\_\_\_ DATE \_\_\_\_\_

Note: If post event walk through finds no deficiencies and damages your cash deposit (\$250.00) will be returned.

**IF RENTER DOES NOT REQUIRE OUTSIDE USE (VFW GROUNDS, PASTURE, ETC - SKIP PAGES 6 AND 7**



## HALL RENTAL AGREEMENT

### ADDITIONAL INFORMATION

**IF RENTER DOES NOT REQUIRE OUTSIDE USE (VFW GROUNDS, PASTURE, ETC - SKIP PAGES 6 AND 7**

<b>Type of Event:</b>	<b>Name:</b>	<b>Tel:</b>	<b>Date(s):</b>	
<b>Advertisement of VFW Website/Facebook: Yes ____ No ____</b>			<b>Fm Time:</b>	<b>To Time:</b>
You will require and Insurance Waiver for each participant (Vendor, Food Trucks, Display(s), and Yourself)			<b>YES - I Understand</b>	<b>Initials</b>
<b>Band or DJ?</b>			YES	NO
Name of Band or DJ:				
POC and Telephone Number of Band or DJ				
<b>Do you have a Caterer and/or Food Trucks (Food Truck Fill in Info on Back)</b>			YES	NO
Name of Caterer				
POC and Telephone Number of Caterer				
<b>Planning On A Food Truck(s) At This Event?</b>			YES	<b>Initials</b>
<b>Special Note" IAW TABC Code [Code Sec. 109.53] - <i>since this location is a permitted premise, only The VFW Post 10427 can sell alcoholic beverages at this location from our own inventory. The Food Truck cannot make any money directly off the sales of alcoholic beverages.</i></b> <b>Note: (1) All food trucks must be self-sustainable (have their own power and water (2) If multiple food truck(s) are scheduled - when parking they must have <i>fifteen (15) feet separation</i> "front" to "rear" and "side" to "side" between vehicles. (Fire Code)</b>			<b>YES - I Understand</b>	
<b>Do You Require Del Vetter Hall, Outdoor Resources, Pasture?</b>			YES	NO
<b>Circle One or More: Del Vetter Hall, Outdoor Resources Outside the VFW Post Building, Pasture</b>				
Outside Area (Back Porch Area Ground)			YES	NO
Vendor Set-Up			YES	NO
Vendor(s) - Approximately How Many			# Vendors	#
<b>Out Door Table and Chairs (How Many) Tables/Chairs</b>			#Table(s)	#Chair(s)
Number of Chairs / Tables			#	#



## HALL RENTAL AGREEMENT

### ADDITIONAL INFORMATION

Pasture Parking and/or Display(s)?	YES	NO
Pasture Parking/Displays (Car Shows, Multiple Vendors, BBQ Cookoff, etc.)? <i>If multiple vehicles for display are scheduled - when parking they must have fifteen (15) separation front to back side to side between vehicles. (Fire Code)</i>	YES	NO
Do you need Parking Assistance ( <i>Boy Scout Troop 233</i> )	YES	NO
Power (We have limited outdoor power receptacles)	YES	NO
Porta Potties @ Your Cost (We can provide POC)	YES	NO
User is providing Trash Pick-Up/Clearing the Land	YES	NO
<b>Do You Require Any Additional VFW Resources?</b>	YES	NO
Manpower	YES	NO
How Many Personnel?	# People	
For What Task?		
Time(s)	Time Fm	Time To
From/To Times		





Post Event Walk Through/Inspection:		
	YES	NO
Outside Area - Policed		
Comments:		
Kitchen Area - Trash and Floor		
Comments:		
Refrigerator		
Comments:		
Food Warmers		
Comments:		
Bathrooms (Men/Women) - Trash and Floor		
Comments:		
Hall - Floor and Trash		
Comments:		
Condition of Walls (Holes, Markings, etc.)		
Comments:		

	YES	NO
Return of Cleaning/Damage Deposit		
Renter's Signature		
Date:	Amount:	
Comments:		

	Date	Signature
VFW Member Name:		
Renter's Name:		



**VFW Post 10427  
8760 RR 2243  
Leander, Tx 78641**

### **INSURANCE WAIVER AND RELEASE FORM**

IN CONSIDERATION Of the risk of injury that exists while participating in the VFW Post 10427, Leander, Tx sponsored \_\_\_\_\_ (Here in after the “Activity”);  
And

IN CONSIDERATION OF my desire to participate in said Activity and being given the right To participate in same;

I HEREBY release and forever discharge Robert John Leaman Veterans of Foreign Wars (VFW) Post 10427 located at 8760 Rural Route (RR) 2243, Leander, Tx 78641, their affiliates, managers, members and volunteers from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity; and

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISK ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITION AT THE ACTIVITY LOCATION(S). Nonetheless, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, act or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment. I authorize the local City, County, State emergency services to provide emergency medical care deemed necessary including but not limited to, first aid, CPR, the use of AED’s, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTANT THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ROBERT JOHN LEAMAN VETERANS OF FOREIGN WARS (VFW) POST 10427, LEANDER, TX 78641 AND ALL OF IT AFFILIATES, MANAGERS, MEMBERS AND VOLUNTEERS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTAARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST JOHN ROBERT LEAHAM VETERANS OF FOREIGN WARS (VFW) POST 10427, LEANDER, TX 78641 FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case laws does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of John Robert Leaham Veterans of Foreign Wars (VFW) Post 10427, Leander, Tx 78641, it agents, and employees.

I agree that this Release shall be governed for all purposes by Federal, State, County and City law(s) without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness. I acknowledge and agree to be held liable for any and all cost associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURIATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THE INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

---

Printed Name

---

Signature

---

Date