



VFW Roy F. Alley Post 4893  
101 Eddy Lane  
Franklin, TN 37069  
(615) 591-1414

Private Event Rental Agreement and Contract for VFW Post 4893

This contract for the rental of a venue is made this day, \_\_\_\_\_, by and between \_\_\_\_\_, as the authorized representative of the Veterans of Foreign Wars Post 4893 and hereafter referred to as the "Post," and \_\_\_\_\_, hereafter referred to as the "Renter."

Whereas, the Post agrees to such rental occupation and use in consideration of certain payments and covenant herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The renter shall pay to the Post the sum of \$\_\_\_\_\_ no later than \_\_\_\_\_ (recommended 7 days before the commencement of the rental period). Of this amount, 50% is a refundable deposit that will be applied to the rental charges upon the final settlement of accounts. The deposit is required to reserve the facilities offered by the Post, and no dates will be held without such a deposit. The deposit is refundable as follows:
  - a. 30 days or more: 100% refunded
  - b. 21 to 29 days: 75% refunded
  - c. 14 to 20 days: 50% refunded
  - d. 8 to 13 days: 25% refunded
  - e. 7 days or less: non-refundable

The remainder of any additional deposit required by the Post is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or their associates and guests.

2. The Renter shall have access to and use of the venue from \_\_\_\_\_ on \_\_\_\_\_, to \_\_\_\_\_ on \_\_\_\_\_, for the purposes of hosting the Renter's event. The Post shall provide the Renter full access for the appropriate areas of the Post. The Renter shall have all items (including garbage) vacated from the Post at the end time listed or be subject to additional charges. The venue rental is inclusive of the agreed upon inquiry form between the Post and the Renter.

3. The full rental fee for the use of the venue described in (2) above shall be, shall be payable to the Post \$\_\_\_\_\_. The balance of the rental fee due, less the deposit described in (1) above, shall be payable to the Post upon the expiration of the rental described in (2) above.

4. Within \_\_\_\_\_ of the rental period's expiration, Renter shall tender to the Post the rental fee balance due, and all other property belonging to the Post.

5. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it.



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6. Upon Renter's completion of their obligations under (4) and (5) above, the Post shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with the Renter's knowledge or consent.
7. The Renter will ensure that as part of their obligation under this contract that the Renter, the Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with the Renter's knowledge or consent, shall sign the VFW 4893 guest log book.
8. The Post shall provide at least one officer of the Post to be present for the rental period described in (2) above to monitor the Renter's event and shall, at their discretion, notify the Renter of any damages or failures to sign the logbook upon entry.
9. The Renter and all associates, guests, invitees, contractors and all other persons whatsoever who enter the venue during the rental period, whether or not such person did so with the Renter's knowledge or consent, shall abide by all the guidelines provide by the Post to this Agreement in attachment A: "Venue Rental Rules and Regulations"
10. The Post is not responsible for the security or any damage to or the loss of any personal property or articles brought into the Post, or for any item left unattended, or for loss or damage which occurs in the Post's parking areas.
11. In no event will the Post be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if the Post has been advised of their possible existence. Furthermore, in the event the Post shall have any liability to the Renter (whether under this Agreement or otherwise), the amount of such liability shall not exceed the value of the amount paid to the Post according to this Agreement. In no event will the liability of the Post be limited for intentional torts, criminal acts or fraudulent conduct
12. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Tennessee or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis according to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator with the legal experience required for the arbitrator and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award



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of arbitration may be confirmed in a court of competent jurisdiction. Any arbitration proceedings shall remain confidential and subject to additional non-disclosure agreements as necessary.

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither the Post nor Renter shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions or prohibitions by any governmental authority. This Agreement and attachments embody the entire Agreement and understanding of parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations agreements, and understandings, oral or written, if any, relating to such subject matter. Text messages, instant messages, and messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

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Renter Signature

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Renter Name

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Date

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Post representative signature

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Post representative name and title

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Date



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### Venue Rental Rules and Regulations

1. All individuals entering the venue must sign the Post's guest log book.
2. The Renter shall not bring in any outside alcohol unless approved in advance by the Post and may require additional fees.
3. The Renter is allowed to bring outside food, and non-alcoholic beverages are permitted without prior approval.
4. The Renter may use portable food heating sources, but must be approved by the Post in advance of the event.
5. The Renter may use all kitchen and food preparation agreed upon in the contract, but must reasonably clean all items and notify the Post of any damages.
6. The Renter must supply ice for food preparation and storage (not including drinks purchased from the venue) or inform the Post in advance of the event if additional ice is required. A fee will be applied to ice purchased at a rate of cost plus 30%.
7. The Renter will be permitted a predetermined set-up and tear down periods (typically 1 hour before and after the actual event). All outside furniture, equipment, decorations or other personal property will be removed by the end of the designated tear-down period.
8. The Renter may modify the seating configuration as needed with prior permission from the Post.
9. The Renter shall report any damage immediately to venue personnel, and/or photos were taken and sent to the Post email to be provided.
10. The Renter's event shall not exceed the posted occupancy of the event.
11. The Renter is expected to maintain the highest level of respect and deference for all of the armed services of the United States of America and the Veterans of Foreign Wars organization.