



VETERANS STRENGTHENING AMERICA  
Wheeling Post #1 Home Corporation  
PO Box 747, Wheeling, WV 26003

## Rental Agreement

1. This contract for the rental of a venue is made this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by and between **Wheeling Post No. 1 Home Corporation**, hereafter referred to as the Owner, and \_\_\_\_\_, hereafter referred to as the Renter.
2. Whereas the Renter desires to temporarily rent, occupy, and make use of the Owner's venue located at 45 Sycamore Ave., Wheeling, WV 26003 and known as **Wheeling Post No. 1 Home Corporation** (formerly known as the Italian American Club, IAC), and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated. Now, therefore, the parties agree to the following terms and conditions:
3. DATE / TIMES OF PERMITTED USE: The Renter shall have access to and use of the venue from \_\_\_\_\_ o'clock am / pm on \_\_\_\_\_ to \_\_\_\_\_ o'clock am / pm on \_\_\_\_\_ for the purpose of hosting: \_\_\_\_\_ (the Renter's Event).
4. Renter must confine their activities to the private area of the building and in no way should their program or activity interfere with our neighbors.
5. RENTAL FEE: The Renter shall pay to the Owner \$\_\_\_\_\_ rental rate, plus 7% WV Sales Tax, \$\_\_\_\_\_, plus a \$\_\_\_\_\_ refundable cleaning and damage deposit; **TOTALING \$\_\_\_\_\_**. **Payment in full must accompany this Agreement.** For cancellations received before 60 days of the event, 50% of the rental rate, 50% of the WV Sales Tax, and the entire cleaning deposit will be refunded.
  - a. Refunds will not be given in cases of loss of use, due to acts of God or acts not in the control of the owner.
6. INDEMNIFICATION: Renter shall indemnify, defend and save harmless Owner, its officers, agent and employees from and against any and all loss, cost (including attorney's fees), damage, expense and

liability (including statutory liability and liability under workers' compensation laws) in connection with claim, judgments, damages, penalties, fines, liabilities losses, suits, administrative proceedings, arising out of any act or neglect by the Renter, its agents, employees, contractors, Renters, invitees, representatives, in, on or about the facility. This indemnity shall survive the termination of this Agreement. Renter hereby releases the Owner from any and all liability or responsibility to Renter or anyone claiming through or under the Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

7. AS IS CONDITION: Renter agrees to accept the Facility in its "as-is" condition with all faults. Owner agrees to provide light, heat, tables, chairs, and use of bar facilities for use at no additional fee. The Renter acknowledges and agrees that no access to kitchen facilities will be provided at the Owner's Venue. Failure to comply will result in a forfeiture of their \$\_\_\_\_\_ cleaning and damage deposit.
8. ASSIGNMENT AND SUBLICENSING: Renter shall not assign any interest of the 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 Renter.
9. TERMINATION: Owner may terminate this Agreement based upon one of the following events:
  - a. Failure of Renter to pay the Rental Fee or any other charges when due.
  - b. Owner becomes aware that the intended use of the facility, is one which would bring discredit to The American Legion, Wheeling Post No. 1 Home Corporation, The American Legion Auxiliary, the Sons of the American Legion, or the American Legion Riders.
10. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. All tables must be returned to original locations with chairs placed upon top of tables. Failure to do so will result in a forfeiture of their \$\_\_\_\_\_ cleaning and damage deposit.
11. Any person or property associated with Renter's activities on premises after midnight may result in an additional day rental fee becoming due. Person(s) found upon property after midnight and who refuse to depart may be charged with Trespassing.
12. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.
13. DECORATIONS: Decorations are permitted, but woodwork must not be marred or damaged in any way (no thumb tacks, nails, Command Strips/adhesive or tape on the walls and/or ceiling). If using confetti, RENTER IS RESPONSIBLE FOR CLEANUP. Failure to do so will result in a forfeiture of their \$\_\_\_\_\_ cleaning and damage deposit.
14. ALCOHOLIC BEVERAGES:
  - a. Groups using the American Legion Post No. 1 Home Corp. facilities must conform to West Virginia State Law §60-6-9 as follows; A Person Shall Not

- i. Appear in a public place in an intoxicated condition
  - ii. Drink Alcoholic liquor in a public place
  - iii. Serve a drink of alcoholic liquor, beer or wine to a person under 21 years of age
  - iv. Sell alcoholic liquor, beer or wine.
- b. The Wheeling Post No. 1 Home Corporation's beer tap system will be provided unless an outside beer truck/trailer is used. NO KEG TUBS PERMITTED.

15. NO SMOKING IS PERMITTED IN THE BUILDING OR ON THE COVERED PORCH. Smoking is permitted 25 feet from the Owner's venue.
16. CATERING IS PERMITTED - Only disposable plates, bowls, cups, glasses and cutlery can be used. Renter acknowledges and agrees that no access to kitchen facilities will be provided at the Owner's Venue. Failure to comply will result in a forfeiture of their \$\_\_\_\_\_ cleaning and damage deposit.
17. USE OF PATIO FIRE PIT: Charcoal only to be used in the fire pit, no wood or wood chips to be used.
18. Any disputes arising under this rental agreement shall be adjudicated in the Owner's local jurisdiction.
19. By signing this rental agreement, the renting party has read this in its entirety and fully understands and agrees to the provisions herein.

Responsible Party's Name \_\_\_\_\_

Responsible Party's Address \_\_\_\_\_

Responsible Party's Home and Cell Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_