

# ***Twin Cities Post 313 - American Legion Rental Rules & Application***

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## **GENERAL**

1. The Twin Cities Post 313 Rental Facilities consist of three separate spaces: the Hall, the Bar and the Clubroom.

2. The maximum capacity of the rental spaces is:

Hall for assembly (chairs or standing only)	214
Hall seated at tables	105
Bar	46
Clubroom for assembly	77
Clubroom seated	36

These limits do not include servers, bartenders or performers. These limits are set by the Fire Marshal and must be adhered to. At no time should there be more people than the maximum capacity in each space.

3. Equipment included for each space rented is:

Hall	105 stacking chairs
	17 – 6’ rectangular dinner tables
Bar	18 chairs
	8 bar stools
	8 cocktail tables
Clubroom	4 – 6’ tables
	42 chairs

Hall A/V and theatre equipment available for a fee includes:

- Audio system with 4 installed “opera mics”
- 2 wireless and 1 wired microphones
- microphone stands
- amplifier and speakers
- Theatre lighting system
- a six ‘ Chickering grand piano
- a 10’ x 6’ pull down projection screen (no fee for use)

Bar equipment includes:

- A large HDTV with cable channels and DVD/VHS

Wireless internet is available throughout the American Legion Post; however, no technical support is provided by the American Legion Post. Connectivity is not guaranteed and can be spotty in the Hall and Bar.

4. All exit doors of the building must be kept clear at all times. At no time can the identified exit doors be blocked in any way to prevent entry or exit. Failure to adhere to this requirement will result in immediate termination of the event.

5. Smoking is not allowed in the building. Adults may smoke in outside areas in accordance with Larkspur city ordinances.

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6. You may provide your own food service or catering service. Catering trucks may use our rear parking lot with the approval of the Facilities Coordinator. There are no kitchen facilities, i.e., oven, stove and refrigerator.
7. **Rental time must include all setup and cleanup time.**
8. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond Twin Cities Post 313's control, including but not limited to flooding, fire, natural disaster, power outages, criminal acts, or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, Twin Cities Post will refund any fees received from renter. Twin Cities Post 313 shall not be liable for renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits and lost opportunity.

### **INSURANCE**

1. A certificate of insurance is required for events held in the Hall, Bar and/or Clubroom. This certificate of insurance must name Twin Cities Post 313 as additional insured for a minimum amount of \$1,000,000 for property damage and \$1,000,000 for personal liability (**aggregate \$ 2,000,000**). Most homeowners' insurance companies will issue a certificate.
2. **This certificate of insurance is to be received and approved by Twin Cities Post 313 to secure the rental date.** Persons to whom rental has been granted must agree in writing to hold Twin Cities Post 313 harmless and indemnify Twin Cities Post 313 from any and all liability for injury to persons or property occurring as a result of the activity sponsored.

### **DECORATIONS/TRASH/PERSONAL EFFECTS**

1. Plans for decorations must be approved at the time the rental is agreed upon. Only fireproof or fire retardant materials may be used in decorations. Helium balloons must be secured at all times and at no time shall balloons be released out-of-doors or indoors.
2. Open flame devices are prohibited (no candles etc...).
3. Staples, nails, thumbtacks, masking tape, or other materials which might deface the property, shall not be used. Push pins are OK. Decorations may only be hung or mounted to the wooden surfaces of the building. The use of spray glitter or "snow" or other spray decorations should not be applied on site as its overspray is very difficult to remove and will add significantly to cleaning costs.
4. Decorations must be removed by the tenant before they leave the building.
5. No decorations, signs or other decorations are to be attached or hung from the black curtains or its hardware. Hooks are provided behind the curtain beam to be used to hang signs or banners in front of the curtains.

### **ALCOHOLIC BEVERAGES**

1. Serving alcoholic beverages for any function that charges an admission or collects a "donation" constitutes a "sale" of alcoholic beverages even if beverages are not individually sold. Those alcoholic beverages must be served by a licensed bar. If the renter elects to serve their own alcoholic beverages that require a license, the renter must either acquire a one-day ABC license or have the event catered by a caterer with the proper license. In either case, the Post will surrender

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its license. Normally a one-day ABC license requires a lead-time of at least 30 days. It is our experience that the Alcoholic Beverage Control Board will only permit non-profits to acquire one-day licenses.

2. A renter does not need a license if no “sale” (as defined above) is involved. This is generally the case for private parties that are entirely hosted by the renter.

### **DELIVERY OF EQUIPMENT AND PERSONAL EFFECTS**

1. All personal equipment, supplies, and decorations must be delivered and removed during the rental period or an additional charge will apply.
2. If you are renting equipment such as tables and chairs, bar glassware, staging, etc. and need the equipment delivered to the site, there will be no charge if that equipment is delivered within the rental time of the agreement.
3. If you require equipment to be delivered prior to your rental period, it may be delivered no sooner than the day your rental period starts. A fee of \$80 will be charged as we will have to have a Facilities Coordinator on call to permit access to the building, do a walk-through and pass off keys.
4. All decorations, equipment or personal effects are to be removed before 10:00 A.M the morning after a rental. Exceeding the 10:00 A.M. time will incur an additional charge of \$80. No exceptions can be made to this requirement. Renter is responsible for delivery and pickup of equipment.
5. The renter must remove all decorations and personal effects at the end of his rental period. Twin Cities Post 313 is not responsible for items left after the rental period.
6. **The Premises will be professionally cleaned by services hired by Post 313.** This cleaning is generally done the morning after the event. It is therefore imperative that the spaces rented be free of any of the renter’s decorations or personal effects so that it does not impede the scheduled cleaning.

### **MUSIC**

1. **If you plan to have either live or recorded music, the circumstances must be explained and approved by the Facilities Coordinator. The sound level of music at any time must comply with Larkspur City Ordinances.**
2. **All outside doors and windows must be closed when music is being played in the hall.** The hall and bar have air conditioning that is capable of keeping the rooms comfortable while the doors are closed.

### **MINORS**

1. The Premises shall not be rented to any person under the age of 21 years (“Minor”).
2. Events for Minors only are not permitted. Minors may attend events held for adults. If the number of Minors in attendance, or expected to be in attendance, at the Premises will be greater than twenty (20) Minors, then the following shall apply:

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- The Security Deposit shall be increased to \$400.
  - A minimum of two men and two women shall be designated by the Tenant to supervise the Minors (“Adult Supervisor”). “Adult Supervisors” shall be parents or legal guardians of attendees.
3. Adult Supervisors shall establish a controlled entry point for the event and monitor other exits to ensure they are not used as uncontrolled entry points.
  4. Tenant shall not permit Minors to use drugs or alcohol on the Premises. Minors who have used drugs or alcohol are to be removed from the Premises by a parent or responsible adult.
  5. The American Legion will notify the Twin Cities Police in advance of any use of the Premises by Minors as described in Section 2, above.

### **SECURITY / CLEANING DEPOSIT**

1. A security/cleaning deposit of \$300 is required from all parties renting the American Legion Hall and Bar, \$400 for Hall and Bar where 20 or more minors are present, and \$150 deposit for the Clubroom or Bar alone.
2. The security/cleaning deposit check will be deposited into the Twin Cities Post 313 Rental account.
3. The Facilities Coordinator will meet the renter 15 minutes before the rental period starts to co-inspect the rental space to resolve any issues. If the renter finds any condition unsatisfactory, he/she should bring it to the attention of the Facilities Coordinator immediately.
4. The cost of cleaning, repairs, maintenance and associated labor cost to bring the facility to its pre-rental condition will be deducted from the Security deposit. The renter will be liable for these costs to the extent that they exceed the amount of the deposit. The renter pays for all cleaning costs including the front porch and surrounding grounds. The Twin Cities Post 313 uses a local professional cleaning company after each event. As a renter you can minimize (although not eliminate) your after event cleaning charges by leaving the facility as close to the pre-event condition as possible. Typical cleaning fees range from \$90-\$150.
5. The remainder of the deposit will be refunded to the renter in the form of a check from Twin Cities Post 313.

### **RESERVING / FEE PAYMENT**

1. The signed application, security deposit and certificate of insurance (See INSURANCE above) must be received by the Facilities Coordinator to reserve the event date. An event is NOT confirmed and scheduled unless a signed application, deposit, and certificate of insurance have been received. All rentals are on a first come, first served basis.
2. All fees on the attached fee schedule must be received no later than **four weeks** before the scheduled event. If the fees are not received within **four weeks** of the event, we will assume the renter is forfeiting his rental and the security deposit. If a rental is arranged less than four weeks before the event, the event will not be booked or scheduled until all deposits, rental fees, and insurance are provided.
3. Deposit for multi-week rental can be rolled from week to week.

### **VIEWING RENTAL SPACE BEFORE EVENT**

1. After a contract is signed, Renter may request and schedule with the assigned Facilities

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Coordinator one visit to the rented spaces to review the facilities. This is the opportunity to bring support personnel such as caterers, decorators, sound/lighting personnel, party organizers, etc. This viewing is complementary.

2. Additional complementary visits are available if they occur between 9-10 A.M. on Monday or Thursday.
3. Additional visits other than 1 or 2 above will incur an additional charge of \$80 to view the spaces.
4. If use of the wireless network is desired, test connectivity with your devices during this viewing. Connectivity is not guaranteed and the American Legion provides no technical support.

## **CANCELLATIONS / REFUNDS**

A refund of deposit and rental fees for cancelled reservations will be made in accordance with the following schedule:

Cancellation 4 weeks or more prior to event	100% refund of Security deposit
Cancellation at least 3 weeks prior to the event:	100% refund of rental fees, Security deposit forfeited
Cancellation at least 2 weeks prior to the event:	75% refund of rental fees, Security deposit forfeited
Cancellation at least 1 week prior to the event:	50% refund of rental fees, Security deposit forfeited
Cancellation within 1 week of event or NO SHOW:	No Refund

## **ENTRY / EXIT**

1. The hall bar entry door will remain locked.
2. The bar door can be opened from the inside and secured in the open position during the event if desired. The renter shall close the door upon completion of the rental period.
3. A key for this door will be given (on loan) to renter. Loss of same will incur a fee of \$25. Key shall be deposited in mail slot at club room entrance at the end of the event.
4. Renters may not make duplicate keys.

## **DISTURBANCES**

1. Our facility is located in the center of Larkspur and has residential properties in close proximity.
2. The conduct of guests is the direct responsibility of the renters, and any violation of our guidelines or disturbances in the parking lot or neighborhood could result in the termination of the event.
3. All disturbances will be formally reported to the Twin Cities Police Department. This action could result in additional charges imposed by the Twin Cities Police Department and forfeiture of the cleaning/security deposit

## **PARKING**

1. Parking in the rear is reserved for our fulltime Tenants and is not to be used by Hall, Bar or Clubroom renters.
2. The driveway and rear parking lot may be used briefly to offload equipment and supplies. Persons must be immediately available to move vehicles in the driveway at all times.

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3. If the renter desires to use the rear parking lot for catering operations, arrangement must be made and approved by the Facilities Coordinator at least two weeks before the event.
4. Public parking is available in the city parking lot in front of the Hall and on public streets adjacent to the Hall. Please note there is a 2-hour parking limit restriction in the city lot and street parking close to Magnolia during normal business hours.
5. The paved old railroad bed to the rear (east) of the property is the private property of others and is not to be used for parking by renters or their guests.

### **CONTRACT BETWEEN TWIN CITIES POST AND RENTER**

1. Signature by the Renter constitutes a contract between Twin Cities Post and the renter. The Renter agrees to be bound by the terms contained in this document.

### **ATTORNEY'S FEES**

1. If either party commences an action against the other party arising out of or in connection with this contract, or institutes any proceeding in court which has jurisdiction over the other party or any or all of its property or assets, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and court costs.

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**APPLICATION IS COMPLETE AND SPACE SECURED WITH SIGNED APPLICATION, SECURITY DEPOSIT AND RENTER EVENT INSURANCE (SEE PAGE 2, INSURANCE)**

*Name and Address will be used to refund your security deposit. Be complete.*

NAME OF RENTING GROUP OR INDIVIDUAL \_\_\_\_\_  
 CONTACT NAME \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS, CITY, ZIP \_\_\_\_\_ Email: \_\_\_\_\_  
 EVENT DATE: \_\_\_\_\_ EVENT HOURS: \_\_\_\_\_ am/pm \_\_\_\_\_ am/pm,  
 TOTAL HOURS OF USE: \_\_\_\_\_ (Total time must include setup and cleanup time)  
 TYPE OF EVENT \_\_\_\_\_

FACILITY RENTED:  
 HALL \_\_\_\_\_  
 BAR \_\_\_\_\_  
 CLUBROOM \_\_\_\_\_

TOTAL ATTENDANCE: \_\_\_\_\_ NUMBER OF MINORS \_\_\_\_\_  
 ASSEMBLY \_\_\_\_\_ OR SEATED AT TABLES \_\_\_\_\_

DO YOU NEED TO USE THE BACK PARKING LOT FOR CATERERS OR STAGING? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IS A FEE OR DONATION TO BE COLLECTED FOR ATTENDANCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IS ALCOHOL BEING SERVED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IS A ONE-DAY ABC LIQUOR LICENSE REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 (SEE PAGES 2-3, ALCOHOLIC BEVERAGES #1 AND #2)  
 WILL POST 313 SECURE THE ABC LICENSE? (6 weeks notice required) YES \_\_\_\_\_ NO \_\_\_\_\_

FEE	AMT DUE	PAID DATE	CHECK NO.
Security/Cleaning Deposit			
Deposit Refund			
Rental Fee for space			
Surcharge for serving alcohol			
Charge for Post313 securing ABC License			
Audio System			
Staging - How many units? (1-5)			
6' Chickering Grand Piano			
Movie/Projection Screen use	\$0		
Delivery or Viewing fees			
<b>TOTAL FEES DUE:</b>			
DOCUMENTS	DATE DUE	DATE RECEIVED	INSURER
Insurance policy			
ABC license (If alcohol is served and a fee charged)			

**Date Posted to Calendar** \_\_\_\_\_ **Date Cleaning Scheduled** \_\_\_\_\_

I HEREBY CERTIFY THAT I FULLY UNDERSTAND THE TERMS CONTAINED IN THIS DOCUMENT. Signature by the Renter constitutes a contract between Twin Cities Post 313 and the Renter.

Adult Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign and return this page with your Certificate of Insurance and deposit check made payable to Twin Cities Post 313 and deliver/mail to: Twin Cities Post 313, 500 Magnolia Ave, Larkspur, CA 94939

Approved: Post 313 Facilities Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

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### Twin Cities Post 313 Rental Rate Schedule (effective 01/01/2018)

Space, Service or Equipment	Time of Day	Rate	Notes	Security Deposit
Hall & Bar room	8am – 4pm	\$100/Hour, 2 Hour Minimum	No alcohol served	\$300**
Hall & Bar Room	4pm – 11pm	\$750 F - Sa & Holidays \$525 Su – Th*	No alcohol served \$80 each additional Hour	\$300**
Bar Room Only	8 am – 10 pm	\$60/Hour, 2 Hour Minimum		\$150
Club Room	8 am – 10 pm	\$100/4 hours, \$25 for each additional hour		\$150
Surcharge for serving alcohol		\$75		
Post 313 charge for securing ABC license		\$50		
Delivery of equipment before rental period	All times	\$80	Must be no sooner than the day your rental period starts	
Late removal of equipment, personal effects	All times	\$80		
Extra Viewing	All times	\$80	First viewing and Monday and Thursday 9:00 am – 10:00 am complementary	
Audio & Stage Lighting Systems	Per Event	\$75		
6' Chickering Grand Piano	Per Event	\$50		
Staging Units	Per Event	\$10 per 6'x8' Unit		

\* No other discounts apply

\*\* \$400 deposit required for events where Minors exceed 20 (see MINORS in agreement)

**All rental times must include setup and cleanup time.**

Note: 10% discount given on all rates to Non-Profits that provide a copy of their IRS letter identifying their non-profit status. Post Members and affiliated groups contact Twin Cities Post 313 Facility Coordinator for special rates.