



**DISABLED AMERICAN VETERANS
ONslow COUNTY CHAPTER 16**
300 SHERWOOD ROAD
JACKSONVILLE, NC 28540-5537
(910) 455-3400

HALL RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made by and between the DISABLED AMERICAN VETERANS, DEPARTMENT OF NORTH CAROLINA, ONSLOW COUNTY CHAPTER 16, INC (hereinafter "DAV") and

(Hereinafter referred to as "Renting Party"). DAV and the Renting Party collectively may be referred to as the "Parties."

Recitals

The DAV desires to rent out GYSGT THOMAS A. CRAIGG, JR. Hall-Veteran Hall (hereinafter referred to as "Hall"), defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the Hall located at 301 Roosevelt Road, Jacksonville, NC 28540, including the restrooms, tables, chairs, and lights normally assigned for use by Renting Parties. Under the terms of this Agreement, the Renting Party is not permitted use of the (a) the public address system, (b) any audio/visual equipment located in the Hall, or (c) any equipment in the Hall's commercial kitchen. No access to the Kitchen or Bingo Office is authorized. During the term of the Rental Period, parking will be made available for the Renting Party's guests, and the parking lot will not be available to the general public. In DAV's sole discretion, however, sufficient parking spaces will be saved for DAV personnel.

Under the terms of this Agreement, the Renting Party is not permitted use of the (a) the public address system, (b) any audio/visual equipment located in the Hall, or (c) any equipment in the Hall's commercial kitchen.

During the term of the Rental Period, parking will be made available for the Renting Party's guests, and the parking lot will not be available to the general public. In DAV's sole discretion, however, sufficient parking spaces will be saved for DAV personnel.

2. **Rental Period.** The Renting Party shall have the use of the Hall on _____, 20____, between the hours of _____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at 12:00 A.M (midnight) and the Hall must be cleaned and vacated by 1:00 A.M. or otherwise agreed upon time as stated above. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in a law enforcement response and the closing of the Renting Party's event.

3. **Rental Charge.** The charge for the Rental Period shall be in accordance to the Fee Schedule. Fees must be paid in full to the DAV via **cash, certified check, or money order** thirty (30) calendar days in advance of the Rental Period.

4. **Rental Hold.** The rental hold will be one-half (½) the agreed rental fee due to hold the date of rental.

5. **Maximum Capacity.** If the large room is used, no more than one hundred fifty nine (159) persons shall be permitted in the Hall at one time. If the small room is used, no more than sixty two (62) persons shall be permitted in the Hall at one time. If both the large room and small room are used, no more than two hundred twenty one (221) persons shall be permitted in the Hall at one time. Violation of maximum capacity limits may result in immediate termination of this Agreement, forfeiture of all money paid as liquid damages, and possible referral to Jacksonville Police Department for legal proceedings.

6. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Hall. No candles or open flames are permitted inside the Hall at any time. **The Renting Party shall not use rice, bird seed, glitter, or confetti of any type** in the Hall or on the grounds outside of the DAV.

7. **Rental Chairs, Tables, and Other Equipment.** Prior to the Rental Period, the DAV must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, parking lot fencing, or other equipment at the end of the Rental Period. A copy of the equipment rental agreement must be provided to the DAV.

8. **Damage.** The Renting Party is responsible, and upon demand shall pay the DAV, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, or any other property or asset owned by the DAV.

9. **Cleaning of Hall.** Reasonable cleaning of the hall is included in the hall rental price. If the Hall is left in excessive disarray there will be an additional charge based on cleaning crew extra duties to return hall to original condition.

10. **Acts Beyond the DAV's Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the DAV's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the DAV shall pay the Renting Party all fees and deposits paid by the Renting Party for the scheduled event. The return of the Rental Charge shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

11. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period unless noted on the inspection checklist.

12. **Scheduling.** The DAV retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.

13. **Advertising.** Absent express written consent from the DAV, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the DAV, including the DAV's parking lot.

14. **Access to Premises.** The DAV reserves for its officers free access and right to enter any portion of the Hall at any time.

15. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the DAV, DAV Department of NC Inc., DAV Inc. and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Hall.

16. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (b) cancels with less than 30 days' notice, the entire Rental Hold shall be forfeited as liquidated damages.

17. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

18. **Alcoholic Beverages.** No alcoholic beverages, in any form, are allowed on DAV property. There shall be no exceptions to this policy.

19. **Keys.** Keys may be issued upon execution of the Hall Rental Agreement but no sooner than the last business day before the event. The keys that are issued will be at a minimum the Hall

Main Door key and a Dumpster key. If all the keys issued are not returned for any reason, the Rental Party agrees to pay the Lost Key Fee as stated on the Fee Schedule.

20. **Assignment.** This Agreement may not be assigned or transferred without the express written consent of the DAV.

21. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

22. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

23. **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

24. **Governing Law and Severability.** This Agreement shall be governed by the laws, regulations, and ordinances of the State of North Carolina, County of Onslow, and City of Jacksonville. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of North Carolina, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect. It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

25. **Required Signatures.** This Agreement is not valid unless signed by the Renting Party and an Authorized Officer of the DAV.

26. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

HALL RENTAL AGREEMENT FEE SCHEDULE:

Rental Hold/Deposit: \$250 of rental fee

Non-Members and Part Life Members: \$525.00

Non-Members are defined as use by individuals who are not members of the Disabled American Veterans Onslow County Chapter 16 or Disabled American Veterans Auxiliary Onslow County Unit 16. Part Life Members are defined as any member with a balance due on their Disabled American Veterans Onslow County Chapter 16 or Disabled American Veterans Auxiliary Onslow County Unit 16 membership dues. Verification will be by reviewing the Chapter Roster or by contacting the DAV National Headquarters Membership Department.

Full Life Members: \$425.00

Full Life Members are defined as individuals who are members of the Disabled American Veterans Onslow County Chapter 16 or Disabled American Veterans Auxiliary Onslow County Unit 16 and have no remaining balance on their Membership dues. Verification will be by reviewing the Chapter Roster or by contacting the DAV National Headquarters Membership Department.

Veteran's Organizations: (Commanders Discretion)

Any veteran's organization recognized by the Onslow County Council of Veterans Organizations (OCCVO) is considered to be under this category.

Church Groups: \$50.00 per hour (2 hour minimum)

Any Non-Profit Religious organization that has a 501(c)(3) designation under the Internal Revenue Code of the IRS. The Rental Party must provide a copy of their IRS 501(c)(3) paperwork or IRS Determination Letter.

Lost Key Fee: \$50.00 Minimum

Due to the special type of keys and locks used, this fee will be charged when any key is not returned for any reason. Actual cost for any expense over \$50.00.

Returned Check Fee: \$30.00

To cover fees associated with processing a returned check.

HALL RENTAL AGREEMENT SIGNATURE PAGE

I, hereby agree that I will comply with the agreement as stated in this document. I understand that this is the entire agreement between the DAV and myself, as the Renting Party, and that I have not been promised anything not specifically stated herein unless an addendum has been attached to modify this agreement.

Renting Party:

Printed Name: _____ Date: _____

Signature: _____

Driver's License # _____ Exp Date: _____

Mailing Address: _____

Contact Phone Number: _____

Authorized Officer:

Printed Name: _____ Date: _____

Signature: _____

Officer Title: Commander / Sr.-Vice Commander / Treasurer / Adjutant

Payment Record:

Total Rental Price: _____

Rental Hold: \$ _____ **Date:** _____ **Who Collected:** _____

Fee: \$ _____ **Date:** _____ **Who Collected:** _____

Fee: \$ _____ **Date:** _____ **Who Collected:** _____

PAID IN FULL: (Date) _____

Rental Party Initials _____