

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 maybe referred to as "Parties".

RECITALS

The DAV desires to rent out GYSGT THOMAS A. CRAGG, JR. Hall (hereinafter referred to as the "Hall"), defined below, and the Renting Party desires to 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:** Person renting the Hall must be 21 years of age. 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 Drive, 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 guest 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.

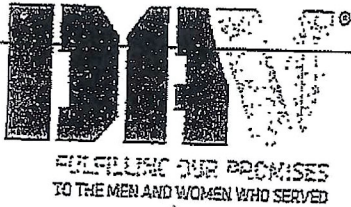
2) **Rental Period:** The Rental Party shall have the use of the Hall on _____, 20____, between the hours of _____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g. disc jockeys, live bands, etc) must promptly cease at 12:00A.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 Rental 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 guess 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 are payable in full to the DAV via; cash, certified check, or money order thirty (30) calendar days in advance of the Rental Period.

Hall Rental Agreement (Revised 8/1/2019)

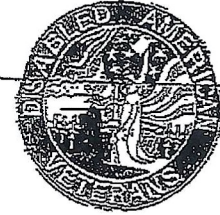
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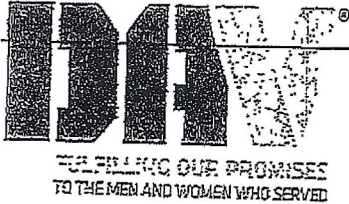


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- 4) **Rental Hold:** \$250.00 deposit is required to retain Hall for Rental Period. Cancellation of contract can be done up to 10 days prior to Rental Period and deposit will be returned in full. If cancellation is less than 10 days to Rental Period, the \$250.00 deposit will be forfeited. All fees must be paid in full prior to picking up key to Hall. Deposit will be made available for pickup within 72 hours, 3 business days.
- 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 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:** Decorations are allowed on tables, floors, and to walls and ceiling as forth they are all removed at end of event. **NO CANDLES or OPEN FLAMES** are permitted inside the Hall at any times (except those used on food warmers). The Renting Party may use rice, bird seed, glitter, or confetti; but, will be cleaned up prior to ending of event. If this is not done; then a cleaning fee will be charge and forfeit of the \$250.00 Deposit.
- 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 proved 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, and any other property or assets owned by the DAV.
- 9) **Cleaning of the Hall:** The Hall shall be returned to the way it was prior to Rental Period. All tables and chairs will be properly arranged as per to illustration on cork board just inside main entrance on left hand of hallway. If the Hall is left in excessive disarray, this will be grounds to forfeit of \$250.00 deposit.
- 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 be terminated 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 and the Security Deposit shall be the Renting Party's sole and exclusive remedy for 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.

Hall Rental Agreement (Revised 8/1/2019)

Rental Party Initials _____



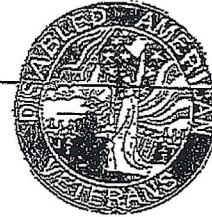
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- 11) **Acceptance of Premises:** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period unless noted on inspection checklist.
- 12) **Scheduling:** 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. Also, DAV reserves the right to rent other room in Hall if the Renting Party did not rent the entire Hall. If Hall is rented to two (2) events in one (1) day and the earlier event goes on beyond time limit (IE 30 minutes) the \$250.00 deposit will be surrendered.
- 13) **Advertising:** Without 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's including the DAV's parking lot.
- 14) **Access to Premises:** As a courtesy, 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, cause of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guest, 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 other 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, the entire Rental Hold/Security Deposit 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) **Keys:** Keys will be issued upon execution of the Hall Rental Agreement being paid in full; 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 keys issued are not returned for any reason, the Rental Party agrees to pay the Lost Key Fee as stated on the Fee Schedule. At the conclusion of event, Keys must be deposited inside mail slot located at the main entrance door at DAV office.

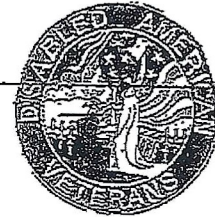
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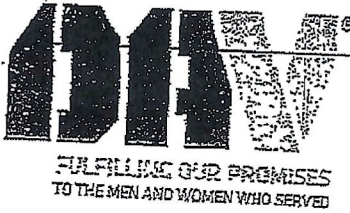


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- 19) **Alcoholic Beverages and Tobacco Products:** NO ALCOHOLIC BEVERAGES, in any form, are allowed on DAV property. There will be no exceptions to this policy. If alcoholic found on property, contract will be canceled and all money forfeited. SMOKING IS NOT ALLOWED IN THE HALL, this includes smokeless vapor or chewing tobacco.
- 20) **Assignment:** This agreement may not be assigned or transferred without express written consent of the DAV. The Rental Party signing the Rental Agreement is totally responsible for the Hall while Key is in their possession.
- 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 all Parties involved.
- 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 the 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 be invalidate the remaining portions thereof, and they shall remain in full force and effect. It is further agree 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 Parties, their heirs, representatives or assigns.

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FEE SCHEDULE:

Rental Hold & Security Deposit: \$250.00

Non-Members and Part Life Members: \$100.00 per hour up to four (4) hours, over four (4) hours \$525.00 flat rate for rental of large Hall, \$50.00 per hour up to four (4) hours, over four (4) hours \$325.00 flat rate for small room. Rental of the entire Hall (both rooms) will be \$125.00 per hour up to four (4) hours, over four (4) hours \$625.00 flat rate, maximum rental time six (6) hours; if over six (6) hours forfeit of entire \$250.00 deposit. At no time if partial rental party rents only one room can they use other room. This will be a violation of the contract and will be cause of forfeit of \$250.00 deposit.

Non-members are defined as used by individuals who are not member of the DAV Onslow County Chapter 16 or DAVA Onslow County Unit 16. Part Life Members are defined as any member with a balance due on their DAV Onslow County Chapter 16 or DAVA Onslow County unit 16 membership dues. Verification will be by reviewing the Chapter's roster or by contacting the DAV National Headquarters Membership Department.


Full Life Members: \$75.00 per hour up to four (4) hours, over four (4) hours \$425.00 flat rate for rental of large Hall, \$50.00 per hour up to four (4) hours, over four (4) hours \$325.00 flat rate for small room. Rental of the entire Hall (both rooms) will be \$125.00 per hour up to four (4) hours, over four (4) hours \$625.00 flat rate, maximum rental time six (6) hours; if over six (6) hours forfeit of entire \$250.00 deposit. At no time if partial rental party rents only one room can they use other room. This will be a violation of the contract and will be cause of forfeit of \$250.00 deposit.

Full Life Members are defined as individuals who are members of the DAV Onslow County Chapter 16 or DAVA Onslow County Unit 16 and have no remaining balance on their Membership dues. Verification will be by reviewing the Chapter's roster or by contacting the DAV National Headquarter Membership Department.

Veteran's Organizations: \$50.00 per meeting

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

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

Any Non-Profit Religious organization as defined as having 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, this fee will be charged when any key is not returned for any reason. Actual cost for any expense over \$50.00.

Return Check Fee: \$30.00

To cover fees associated with processing a returned check.

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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 said self as the Renting Party, and that I have not been promised any extras not specifically stated herein unless an addendum has been attached to modify this agreement.

Renting Party:

Printed Name: _____ Date: ___/___/___

Signature: _____

Driver's License # _____ State: _____ Exp Date: ___/___/___

Mailing Address: _____

Contact Phone # (____) _____

Large Room _____ Small Room _____ Entire Hall _____

Hall Key: _____ Date ___/___/___

Authorized Officer:

Printed Name: _____ Date: ___/___/___

Signature: _____

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

Payment Record: _____ Total Rental Price: _____

Security Deposit: _____ Date: ___/___/___ Who Collected: _____

Payment: _____ Date: ___/___/___ Who Collected: _____

Payment: _____ Date: ___/___/___ Who Collected: _____

PAID IN FULL: DATE: ___/___/___

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FULFILLING OUR PROMISES TO THE MEN AND WOMEN WHO SERVED

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REQUIRED CLEANING CHECKLIST

****All cleaning supplies are to be provided by the Rental Party****

Option 1) As Renting Party, I want to opt out on cleaning of the Hall after my event is finished and wish to forfeit my \$250.00 deposit for cleaning fees. Signature _____ Date: ___/___/___

Option 2) As Renting Party, I will clean the Hall as per the cleaning check list after event is finished.

- 1) Sweep and mop all floors with solvent and fresh water.
- 2) Clean table tops with soap and water.
- 3) Ensure all tables and chairs are replaced properly according to diagram posted near the main doors. (left hand side on cork board in hallway) There are four (4) chairs per table (two (2) on each side.
- 4) All food must be removed from hall at the end of event.
- 5) Empty all trash cans; place all trash inside dumpster located near the sheds. Ensure that dumpster lock bar is engaged.
- 6) Ensure parking lot is clear of all trash and cigarette butts.

Name/Signature

Discrepancies Noted:

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