

**Facility Rental Agreement
American Legion Post 179
Log Cabin & Dugout Bar**

CLIENT / ORGANIZATION: **Marin Beekeepers Association**

SPONSORING MEMBER _____ # _____

Private Event: **X**

Non Profit 501c3 Event _____

Member Sponsored Event _____

CONTACT PERSON: **Gary Denison**

PHONE:: **+1 (415) 272-6245**

ADDRESS: **POB 2185, Mill Valley, CA 94942**

EMAIL: **rh@hyderanches.com**

RENTAL DATE DESIRED: **1st Thursday each month: Starting Thursday, 8/6/26 and ending Thursday, 8/5/27 (12 days))**

ESTIMATED # OF GUESTS: **60**

START TIME OF EVENT: **7:00:PM**

ENDING TIME: **10:00:PM**

•This is a Rental Agreement for the use of the facility collectively known as "The Log Cabin" and hereinafter known as the "Facility," such Facility owned by "American Legion Post 179" and, as owner in this Agreement, hereinafter referred to as "The Log Cabin"

•The undersigned Client desires to rent a portion of the Facility from the Log Cabin on the terms and conditions set forth below:

•FACILITY RENTAL DEPOSITS (Initial as applicable): The rental of any portion of the Facility under this agreement may be subject to a non-refundable Security Deposit in addition to the rent required by the Log Cabin for use of the Facility. An Event Deposit may be applied to the rental fee at the sole discretion of the Log Cabin.

•A Non-refundable Deposit, which will be referred to as "Event Deposit" throughout this contract, must be paid in full upon execution of this agreement to secure a date and price. All rents set forth above (excluding additional charges incurred on the day of the event) are due and payable no later than four weeks before the date your event is scheduled or upon execution hereof. Any partial payment not Paid in full, including all additional Event Package Fees, or Security Deposits, by the four week deadline will forfeit Event Deposit and Event Contract Void

•This Facility Rental Agreement is non-transferable. Any attempt to so transfer this agreement to a party other than the original signatory may, at the sole discretion of the Log Cabin, result in cancellation of the rental date and forfeiture of all deposits

General

1: The American Legion is a Non-Profit organization. Therefore you may not host a for-profit event where you charge your guests entry to the event without the majority of the profit (51%) being donated to a 501c3 Organization. Please consult with the Event Manager for fundraisers.

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2: The maximum capacity of the American Legion Hall is 115 seated and 220 standing. At no time should there be more people than the maximum capacity in the hall.

- 3: All doors of the buildings must be kept clear at all times, and closed if amplified music is playing.
- 4: There is a full kitchen including, refrigerator, freezer, stove, ovens, microwave, and sinks available to use during hall rentals. If the kitchen is used it MUST be completely cleaned after use.
- 5: The venue reserves the right to request any persons or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from the law enforcement agencies may be acquired if the request is not met immediately.
- 6: Renter assumes all liability, and is responsible for all risks of injury, damage or loss of property and injury to persons (including death) and for all costs, expenses, losses or damages resulting therefrom, or incurred in connection therewith and arising out of or caused in any way or claimed to have arisen out of or been caused by the use or occupancy on this rental occasion of any American Legion Post 179 Log Cabin Property
- 7: **INSURANCE: All Clients hosting a private event shall name American Legion Post 179 as additional insured for an amount of \$1 Million on their liability policy for dates of usage. Host liquor liability to be included if serving alcohol. Evidence of insurance must be presented prior to your event**
- 8: Renter shall hold and save the American Legion Post 179 Log Cabin and the affiliated organizations free and harmless from, and indemnify them against any liability for any loss, cost, damage or expense, including attorney's fees, incurred in connection with any claimed damages or injury to persons or property which may arise or be claimed to have arisen out of or been caused by the use or occupancy on this rental occasion of any American Legion Post 179 property.
- 9: Renter should be aware that the Legion has a Security camera in the main hall. The camera is strictly for security purposes.
- 10: The American Legion Post 179 Log Cabin cannot be responsible for any theft, noise disturbance or any other incident occurring on said event date.
- 11: Events are based on an 8 hour rental, this includes 2 hours for set-up and 1 hour break-down. Any overtime fees will be charged at the rate of \$100 per hour for the venue
- 12: An hourly rate can be contracted for shorter events.

Alcohol

1. We have a full liquor license and by law you may not bring your own alcohol into the building. If it is discovered during the course of your event that alcohol not purchased through the Log Cabin is present, we will confiscate the liquor and end the party.
2. All Alcohol served in the hall or in the Dugout MUST be served by an American Legion Bartender.
3. You may choose from the selection of beer and wine that the Dugout bar provides and have a hosted bar where you pick up the tab at the end of the night. You MUST pay the tab that night with cash or a check. If you do not pay at the end of your event we will add a 20% per day late fee to the bill. If you want your guests to purchase their own drinks they will need to go down to the Dugout Bar. The Dugout is open at 6pm Thursday through Saturday.

4. **A separate beverage agreement will be required and entered into after signing this facility rental agreement.**

5. Consuming alcoholic beverages in the parking lot or in Memorial Park is a violation of San Anselmo City Ordinances and will be immediately reported to the San Anselmo Police Department.

6. The Log Cabin supports a Drive Safely Program and any person considered under the influence will not be served.

Payments

1. An event is NOT confirmed unless full payment has been received. All rentals are on a first come first serve basis.

2. **A fully refundable security/cleaning deposit of \$350 is required from ALL renting parties. Charges against your security deposit will be made for any cost including, but not limited to, damages to the building or landscaping, extra cleaning of the facilities both inside and outside, and any other unusual costs..**

3: There is an option to relinquish your deposit and have the Legion team clean the hall after your event. You will need to let us know if you want to do this no later than one week prior to your event.

4. To ensure that you get your full security deposit back, you will need to make sure the building is completely cleaned, including wet mopping all floors and taking out trash. Any and all garbage created by renters that does not fit easily into the dumpster must be removed from the premises. Dumpster is located at the south side of the building. A checklist will be provided.

5. The cost of repairs, maintenance and associated labor cost will be deducted from the deposit. The renter will be liable for these costs to the extent that they exceed the amount of the deposit.

6. Your full or remaining security deposit will be returned to you upon full payment & completion of your event to the address you provide on this agreement.

Cancellations & rescheduling

1. If you must change the scheduled date for the Event, you must submit a written request to americanlegionlogcabin@gmail.com at least 60 days before the contracted event date. If The Log Cabin, in its sole and absolute discretion, approves your request for a date change, you agree to pay a date change fee of \$100. The new date must be chosen at the time of the date change request and must be within 6 months of the original date. Only one date change request is permitted, and any subsequent date change request will be treated as a cancellation pursuant to the Cancellation Policy below.

2. If you must cancel the Event, you must notify the Log Cabin in writing by sending an email to americanlegionlogcabin@gmail.com. You will forfeit your full event deposit and any paid fees unless we are able to rebook the space on the cancelled date. If we are able to rebook the space, The Log Cabin shall return Renter's paid fees less the non-refundable event deposit paid at time of signing. .

3. The Log Cabin reserves the right to terminate this contract at any time if you fail to timely pay any fee, charge, or deposit when due, or if the facility is rendered reasonably unusable for the Event.

Force Majeure

4: In the case of COVID mandate enforcement related issues, a natural disaster, act of God or Force Majeure, The Log Cabin will make every effort to reschedule your date at no additional cost. If in one of these cases you would like to cancel the event instead of rescheduling. The Log Cabin will refund 50% of any paid fees.

4a: Coronavirus Covid-19. The parties are aware that the global Coronavirus Covid-19 pandemic is occurring world-wide. Should the pandemic be occurring during the term of this Agreement, the parties agree that the Force Majeure provisions shall be triggered, as set forth above. Additionally, the parties agree that they have amended their Policies and Procedures, as well as any agreements with subcontractors or independent contractors, to take into account such an event. Any forecast made by the Buyer shall be considered null and void. The effective date of this Agreement may be extended by mutual agreement of the parties. The pricing from the Supplier shall continue, in full force and effect, after the Force Majeure delay ends. Suppliers shall not use the event to raise pricing or put the buyer on allocation. Any warranty term for already delivered goods, or services provided, shall be extended for the period of force majeure. For items identified by Buyer as "mission critical", "essential services" or goods or services related to utilities, health care or medical supplies, Supplier shall not be excused from delivery pursuant to this event.

4b: The Log Cabin is following the State of California and Marin County Public Health Advisories for COVID 19.. All members and guests MUST comply with current mandates at the time of the event. Failure to do so, could result in cancellation of the event, and forfeiture of all paid fees. For up to date information on the latest local COVID 19 guidelines please refer to:<https://coronavirus.marinhhs.org/coronavirus-marin-county>

Equipment

- 1: We provide 10 rectangular tables and 70 folding metal chairs.
2. We do not have any Audio Visual equipment. You will need to bring your own.
3. Use of our outside grill must be approved before use.
4. We do not supply tablecloths, kitchen equipment, plates, pots, glasses etc....

Decorations

1. Only fireproof or fire retardant material may be used in decorations. Open flame devices are strictly prohibited inside and outside. (No Candles, votives, etc...)
2. Decorations must be removed before the group leaves the building. You may not come back to pick up left items.
3. Staples, screws, nails, thumbtacks, tape, duct tape or other materials, which might deface the property, shall not be used.
4. Helium balloons must be secured at all times and at no time shall balloons be released.
5. Halloween decorations such as spider webbing material must not be attached to the bark.
6. No confetti, glitter, feathers, sand or other micro decorations that may end up getting left behind.

Music

Music is allowed only under the following conditions:

1. NO amplified music of any sort after 10pm in the upstairs hall. The level of music at any time must be in compliance with San Anselmo City Ordinances.
2. All outside doors and windows must be closed when music is being played in the upstairs main hall.
3. The Facility Supervisor will monitor the music and advise the party of any correction that must take place. Any violation of our music policy could result in the termination of all music and possible termination of the entire rental. In said case the San Anselmo Police Department will be advised that a party is being terminated. If this occurs, the renter will forfeit all fees and rental deposits.

keys

The renter is responsible for obtaining the key to the upstairs hall from the Event Manager the week prior to the event. The key must be returned upon completion of the event. If the key is lost or not returned within 1 week, a \$350.00 charge will be taken from the Security deposit (security deposit will be forfeited). Keys can be picked up at the Dugout Bar, from the Legion bartender on Thurs, Fri or Sat evenings after 6pm. (If a Facility Supervisor/Bartender is present at the completion of your event they will collect your key, check you out, and lock up).

Neighbors

The members of Post 179 are leaders in our community and have established the Log Cabin rental guidelines with everyone in mind. Our rental team only allows our historic facility to be rented by those people who are responsive to the community. 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 termination of the party. All disturbances will be formally reported to the San Anselmo Police Department. This action could result in additional charges imposed by the town of San Anselmo Police department and the cleaning/security deposit forfeited.

Other special terms and conditions:

- Rental of upstairs hall for 12 3 hour meetings @ \$200 per session, for up to 60 guests to total \$2,400.00
- Rental includes tables and chairs
- Rental does not include set up, breakdown, or cleaning (Client will be provided with a copy of and follow Log Cabin Cleaning Guidelines)
- There will be no alcohol upstairs at this event.

- 1: Undersigned Client acknowledges that they have read and understood the foregoing facility rental agreement and agree to be bound by its terms and conditions, including the provisions of forfeiture of the Security Deposit and rent paid herein.
- 2: Client represents that they have the authority to execute this agreement either individually, or on behalf of the organization named above, and the undersigned agrees to personally

guarantee the performance of this agreement, including the provisions for financial responsibility.

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- 3: Enforcement of the provisions of this agreement by court action shall entitle the prevailing party to attorney's fees and other costs as may be determined by the Court.
- 4: The initial payment herein shall secure the performance of the Client's obligations under this agreement and any other concurrent contract with the Log Cabin.
- 5: It is understood by both parties, and any and all agents of both parties, that this agreement provides access to the real property. Log Cabin personal property is not included except under separate written agreement
- 6: The Log Cabin acknowledges receipt of the non refundable Event Deposit in the amount of **\$2,400.00** and fully refundable Security Deposit in the amount of **\$500.00** from the Client for the facility rental. (NOTE: A 3.75% transaction fee on credit card payments will be applied). In consideration of the foregoing payments, and upon execution by both parties below, the Log Cabin agrees to provide the facility set forth in this agreement. Unless executed below by a representative of the Log Cabin, the Facility and Rental Date reservation is not guaranteed. The Client's obligations hereunder are not dependent upon whether the facility is actually used.

I herby certify that I fully understand the rental guidelines for the American Legion Post 179 Log Cabin, San Anselmo.

Renter _____ Date _____

Sue Grant-Marsh
Log Cabin Event Manager

_____ Date _____

(Please sign and return this page with full applicable payment(s) made out to American Legion Post 179)

EVENT DEPOSIT RECEIVED:

YES CC 2285 \$2,500.00

SECURITY DEPOSIT RECEIVED:

YES CC 2285 On file

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