

**COMMUNITY HALL / PRIVATE CLUB USAGE AGREEMENT**

**VFW Post 4709**  
 1303 W. Semands  
 Conroe, Texas 77301  
 936-756-7614

This Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Agents of VFW Post 4709 shall be referred to as “OWNER” and host shall be referred to as “USER.” As consideration for this Agreement, OWNER agrees to allow use of Community Hall to User, and User agrees to use the Hall as a Private Event, the COMMUNITY HALL or PRIVATE CLUB located at 1303 W. Semands St in the City of Conroe, Texas; County of Montgomery.

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

Party Name: \_\_\_\_\_ Anticipated Occupancy Count: \_\_\_\_\_

Set-up start time: \_\_\_\_\_ Event start time: \_\_\_\_\_ End time: \_\_\_\_\_

Additional Comments:  
 \_\_\_\_\_

**MEMBER FEES**

Premises	Service	Deposit	Time (hrs)	Rate	Total
Hall		\$80 <sup>(1)</sup>	0 – 4 Hours	\$200	\$
Hall		\$80 <sup>(1)</sup>	0 – 12 Hours	\$400	\$
Kitchen		\$80 <sup>(1)</sup>	0 – 12 Hours	\$50	\$
Private Club <sup>(2,3)</sup>		\$80 <sup>(1)</sup>	0 – 6 Hours	\$125	\$
<b>COVID-19 Additional Preparation Fee / Cleaning and Sanitizing</b>					<b>\$80</b>
<b>Sub Total</b>					<b>\$</b>
<b>TX Sales Tax (8.25%)</b>					<b>\$</b>
<b>Total</b>					<b>\$</b>
<b>Deposit Paid</b>					<b>\$</b>
<b>BALANCE DUE BY:</b>			<b>BALANCE DUE</b>	<b>\$</b>	
					\$
					\$
					\$
					\$

**NOTES:**

- (1) Deposit covers, clean-up (if necessary) and any damage or theft (if applicable)
- (2) Private Club use will guarantee up to 30 guests (possibly more depending on Members present)
- (3) Bartender will be present in the Private Club; full bar service & no extra Security required
- (4) Hall Guests may NOT bring their own alcohol but instead individuals can purchase a “Special Event Temporary Membership” with the Private Club for \$3.00 per person. A colored tyvek wristband will be given to each guest that purchases the temporary membership. The wristband **must be worn** in order to purchase alcohol.

# Rules

## **By using our Hall, you or your organization are:**

- Assuming all liability and responsibility for any damages to premises, contents, and surrounding areas; as well as any and all infractions or actions during your event.
- Aware any monies given for Hall use will be considered a Donation to VFW Post 4709.

## **General:**

- No smoking is allowed in the building.
- Outside alcoholic beverages MAY NOT be brought into the building.
- Alcoholic beverages MAY NOT be consumed outside the confines of the building.
- An administrator will make periodic inspections of the hall and parking lot.
- No behavior or party activity that would reflect negatively on VFW Post 4709 will be tolerated.
- No rave parties or unsupervised teenage parties are allowed.
- The property must be vacated and ready for lock-up at the end of said Usage Agreement.

## **Decorating:**

- Free standing decorations that do not attach to walls, fixtures, ceiling, fans, or doors are permitted.
- The User is not allowed to use nails, packing tape, duct tape, or push pins to hang decorations.
- Nothing is allowed to hang from the fans or ceiling, such as balloons and streamers.
- No lighted materials are allowed in the building, such as candles and fireworks.
- Battery powered or electric candles are permitted.

## **Capacity:**

- 144 people is the maximum capacity.

## **Kitchen:**

- The kitchen stove and oven may be used for warming only, no cooking or frying of foods is permitted.
- The microwave, ice machine, large sliding glass door refrigerator, oven, stove, sink, and large counter are available for use.

## **Parking:**

- Parking in permitted areas only. Do not park in Candy Cane Park during the times of usage period.

## **Doors:**

- During the event, all doors must be unlocked.
- During the event, no doors can be blocked.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to use VFW Post 4709 Community Hall ("the facility"), I hereby release, waive, discharge and covenant not to sue VFW Post 4709, its officers, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while using the facility, or while in, on or upon the premises where the event is being conducted, while in transit to or from the premises, or in any place or places connected with the usage of the facility.

2. I am fully aware of risks and hazards connected with being on the premises and participating in use of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in usage of the facility, and I hereby elect to voluntarily use the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a user of a the VFW Post 4709 facility, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my usage of the facility, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I am signing on (MM/DD/YYYY): \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Authorizer's Printed Name: \_\_\_\_\_

ADDITIONAL INFORMATION AND SIGNATURES

- All deposits must be paid prior to execution of this contract, and are required to hold the event date.
- The deposit maybe refunded if the Owner is notified at least 21 days prior to event date.
- If the owner is notified less than 21 days before the event date, the User forfeits their deposit.
- The remaining balance is due **No Less than 14 days prior** to the event date.

Authorizer's Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Additional Contact: \_\_\_\_\_

Additional Contact Phone: \_\_\_\_\_

**Follow the Law:**

- Authorizer and guests must abide by Texas State Alcoholic Beverage & Firearms regulations.
- No illegal drug use or underage drinking of alcoholic beverages is permitted on the Post property.
- No illegal activities of any kind are permitted.

**A) LATE CHARGE:** A late fee of \$50.00, shall be added and due for any payment of fees made after the 21 days prior to the usage date. Any dishonored check shall be treated as unpaid fees, and subject to an additional fee of \$50.00.

**B) DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that USER'S use is seriously impaired, POST or USER may terminate this Agreement immediately upon three day written notice to the other.

**C) NOTICES:** All notices to USER shall be served at address given to POST and all notices to OWNER shall be served at the Community Hall address.

**D) ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between POST and USER. **No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.**

**E) RECEIPT OF AGREEMENT:** The undersigned USER has read and understands this Agreement and hereby acknowledge receipt of a copy of this Agreement.

POST/Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

USER/Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_