



**The American Legion**  
**Bernard L. Tobin Post 128**  
**44 N. Parke Street, Aberdeen, MD 21001**



**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, two thousand and \_\_\_\_\_, between **THE AMERICAN LEGION BERNARD L. TOBIN POST 128**, hereinafter referred to as Post 128, and \_\_\_\_\_, hereinafter referred to as **PATRON**.

**WITNESSETH**, that in and for the consideration of **\$200.00** deposit, receipt of which is hereby acknowledged, and the balance of \$\_\_\_\_\_ to be paid upon completion of affair, the post reserves and rents to the **PATRON** rents from **POST 128** the following facilities and services, subject to the terms and conditions on the reverse side. **This deposit in nonrefundable.**

**TOBIN HALL Rental**

\_\_\_\_\_  
 Name of Patron: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

\_\_\_\_\_  
 Date of Event: \_\_\_\_\_ / \_\_\_\_\_  
 Time of Event (Start to Finish): \_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

- |   | <u>Yes</u>               | <u>No</u>                |
|---|--------------------------|--------------------------|
| 1. Base Rate with a two (2) hour minimum - \$150.00 per hour - (Total Cost: \$_____)<br><i>(Membership rate is \$100.00 per hour – valid membership required)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Bartender \$15.00 per hour [ <b>two (2) hour minimum</b> ] - (Total Cost: \$_____)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Kitchen \$200.00 ( <b>Doesn't include Refrigerators or Freezers</b> ) - (Total Cost: \$_____)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Setup of Tobin Hall by the Legion - \$300.00   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Grilled Area \$300.00 with \$150.00 being refundable upon cleaning   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Tobin Hall Cleaning:   |                          |                          |
| a. Legion to clean Tobin Hall - \$350.00  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Patron to clean Tobin Hall - \$300.00 deposit refundable (If cleaned per pg 2/para 14)   | <input type="checkbox"/> | <input type="checkbox"/> |

IN WITNESS WHEREOF the parties herein have, the day and year first herein written, affixed their respective signatures.

\_\_\_\_\_  
 The American Legion Bernard L. Tobin Post 128 – Commander/Lounge Manger

\_\_\_\_\_  
 Patron Signature

\_\_\_\_\_ No alcohol is to be brought on to The American Legion Bernard L. Tobin Post 128 Property  
**INTITAL**

## TERMS AND CONDITIONS OF THE AMERICAN LEGION BERNARLD L. TOBIN POST 128

1. The entire balance due will be paid in cash or check on or before the date of the event.
2. Upon the signing of this contract, a deposit of \$200.00 must be made or no guarantee can be given as to the availability of date. **This deposit is NON-REFUNDABLE.**
3. Patron shall pay all Federal, State, and Municipal Taxes, in addition to the price previously set forth.
4. Patron agrees to pay for all persons attending, but not less than for the number of guests finally guaranteed.
5. No event will be permitted to run over the time specified without prior approval by Post 128. Post 128 reserves the right to make reasonable additional charges for events running beyond the time agreed upon which shall be **\$1.00** person for each additional hour.
6. In the event the Patron cancels or otherwise breaches this contract, all payments made by the Patron shall be retained by Post 128 on account of his/her or its damages. Post 128 damages shall in no event be deemed to be less than such payments on account. Such retention of initial payments shall not relieve Patron of any additional liability to Post 128 under this contract.
7. Patron must obtain prior approval from Post 128 for all activities which are planned for the event, and the premises shall be used only for those approved activities. Patron agrees to assist Post 128 in prohibiting any violations of this provision, if Post 128 deems it necessary.
8. Patron shall comply with all requirements of all laws, orders, ordinances, and regulations of the Federal, State, County, and Municipal authorities, and with any direction of any public officer, which shall be held harmless by Patron for any penalties where law is violated.
9. Whenever, a license and/or permit is required for Patron's functions, such licenses and/or permits shall be procured from the proper public authorities by the Patron at the Patron's own cost and expenses and provide a copy to Post 128 to file with this contract. Such license and/or permit must be displayed to Post 128 at least 14 days before the event is to be held.
10. The selling, disposing or dispensing of all food, beverages, and services on the premises is reserved to Post 128. The Patron will make no arrangements for selling, disposing or dispensing of any food, beverage or service with anyone but Post 128. The Patron will assist in the enforcement of this clause if Post 128 deems it necessary.
11. No food and/or beverage other than Post 128 will be brought onto the premises without prior authorization of Post 128.
12. No food or beverage shall be taken from the premises. The Patron will assist in the enforcement of this clause, if Post 128 deems it necessary.
13. The Patron will be responsible for any damage to the building, Post 128 equipment, and decorations of fixtures, lost or damaged during the event, due to activities of the guest. The use of confetti or rice is strictly **forbidden**, and Patron will hold Post 128 harmless from any injury occurring due to such use by any persons other than Post 128 or the Post's agents, servants, and/or employees.
14. **The Patron is responsible for ensuring the hall is clean upon the to the inspection of the Lounge Manger or Post 128 Staff. It is the responsibility Patron's to inspect the hall and notify the Lounge Manger or Post 128 Staff of any areas that are not clean or any equipment that is missing or nonfunctional prior to the event.**
15. The person executing this contract expressly represents that he or she is over **twenty-one (21)** years of age. Where the Patron is a corporation, an unincorporated association, partnership or other legal entity, this contract shall be binding on such legal entity. In addition thereto, this contract shall be upon the person executing same for said Patron in his or her individual capacity, and said person individually guarantees the payment of the charges herein. The person executing this contract expressly represents that he or she is authorized to execute said contract on behalf of the said organization.
16. Post 128, or his/her, or its agents, shall not be liable for any damages to property entrusted to his/her or its employees (or Concessionaries inclusive of checkroom), nor for the loss of any property by theft or otherwise.
17. Performance of this agreement is contingent upon Post 128 ability to perform said service and is subject to labor disputes or strikes, or upon travel or acts of God or any circumstances beyond the control of Post 128, preventing same from performing said service. Post 128 will in good faith provide all items and services agreed upon, but reserves the right to make substitution with similar items or service for any item or service not readily available in the open market with the prior consent of the Patron and at a reasonable price.
18. Post 128 reserves the right to adjust prices based on the changes in the cost of living index of the Harford County area between the date of the contract and the date of the final guarantee.
19. This agreement constitutes the entire contract between the Patron and Post 128. No oral modification therefore shall be valid or binding, nor have any force or effect, except that the final guarantee which the Patron makes to Post 128 can be oral and shall be binding upon the Patron, but shall not be binding upon Post 128, unless and until approved by Post 128 in writing. In addition thereto, this contract shall be binding upon the person executing same for said Patron in his/her individual capacity, and said person individually guarantees the payment of the charges herein.

**FORFEITURE:** The party of the second part hereby agrees to forfeit as liquidated damages 20% of any and all monies deposited to its credit with the party of the first part toward the rental of the described facilities if the party of the second part cancels its reservations at any time. In addition, the party of the second part hereby agrees to forfeit as liquidated damages the remaining 80% of any and all monies deposited to its credit with the party of the first part towards the rental of the described facilities if the party of the second part cancels its reservations without first having given notice of such cancellation to the party of the first part of at least 30 days prior to the reserved date of intended use, provided, however, that that 80% of said deposited monies will be returned to the party of the second part should the party of the first part rent the facilities on the contracted date.

**INDEMNIFICATION:** The party of the second part covenants and agrees to indemnify and hold harmless the party of the first part, its agents and employees, against all claims of third persons for loss, damage or injury due to, or alleged to be due to, negligence of the party of the second part, its officers, agents, contractors or employees in or in the use of the rented facilities.