



# FACILITY RENTAL AGREEMENT

AMERICAN LEGION  
FRANK SPICKELMIRE POST 60  
P.O. BOX 984 105 E. MILL ST.  
CASCADE, ID 83611

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

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

Phone(s): \_\_\_\_\_

Notes: \_\_\_\_\_

This **Rental Agreement** between Frank Spickelmire Post 60, Cascade, Idaho, herein referred to as "Lessor", and \_\_\_\_\_, herein referred to as "Lessee", dated Today's Date,

is for the areas of the American Legion premises at **105 E. Mill St, Cascade Idaho** as indicated below.

Event Purpose: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ DOW: \_\_\_\_\_ Times: Open Doors: \_\_\_\_:\_\_\_\_ Event: \_\_\_\_:\_\_\_\_ to \_\_\_\_:\_\_\_\_

Lessee's address: \_\_\_\_\_ Phone(s): \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

### Special Request(s):

- Potluck / Hors d'oeuvres: **Lessee will provide all food and non-alcoholic drinks.** (Kitchen is off limits)
- Bar: **Ed Bulgin (208) 880-8877** Open: \_\_\_\_:\_\_\_\_ to \_\_\_\_:\_\_\_\_ (See optional attachments)
- Kitchen: **Tom Bacon (208) 863-5963**
- Marquee: **JoAnn Byrne (208) 382-9192** Short Message: \_\_\_\_\_

### 1. RENTAL FEES, DEPOSITS AND SPECIAL SERVICE FEES:

#### RENTAL COSTS:

Main Hall \$175.00 \$ \_\_\_\_\_

Bar/Lounge (see #4 on reverse) \$100.00 \$ \_\_\_\_\_

#### SPECIAL SERVICES:

Food / Catering (see Special Requests above) \$ \_\_\_\_\_  Billed separately

Bar Sales (see Special Requests above) \$ \_\_\_\_\_  Billed separately

A/V Systems \$50.00 \$ \_\_\_\_\_

**Subtotal Rentals/Special Services (taxable)** \$ \_\_\_\_\_ ♥

**TAX: (State: 6%)** \$ \_\_\_\_\_ (Cascade LOT: 1%) \$ \_\_\_\_\_ ♣

#### NON-TAXABLE:

Cleaning Fee (non-refundable) \$100.00 \$ \_\_\_\_\_

Tablecloth Fee: Qty: \_\_\_\_\_ @ \$2.00 ea. \$ \_\_\_\_\_ (burgundy white blue beige)

Stage (Includes setup and teardown) \$50.00 \$ \_\_\_\_\_

**DAMAGE DEPOSIT:** \$100.00 \$ \_\_\_\_\_

**Subtotal Deposits (and non-taxable)** \$ \_\_\_\_\_ ♠

**TOTAL DUE (♥ + ♣ + ♠)** ..... \$ \_\_\_\_\_

**PAID: Chk#:** \_\_\_\_\_ **Date:** \_\_\_\_\_ \$ \_\_\_\_\_

The **TOTAL DUE** is to be remitted prior to Lessees' occupancy. A deposit of at least 50% of the Rental is required at the date of this agreement. No refund on deposit if Lessee cancels this event/contract less than 30 days of the event date.

Lessee agrees to the stipulations detailed on the reverse side of this Rental Agreement.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_ Lessor Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Tom Byrne**  
**(208) 630-3429**  
**byrnejotom@outlook.com**

**2. AREAS OTHER THAN THOSE RENTED:**

The Bar/Lounge is provided at no charge if the bar is open. Additionally, Lessee shall have access to all common areas, hallways, parking areas and bathrooms. As a rule, we do not rent the kitchen facilities. Lessee shall **not** have access to rooms or areas other than those specifically rented.

**3. SPECIAL SERVICES:**

Lessee may request, and the Lessor will make reasonable efforts to provide, beverages and quantities specifically requested by Lessee on Attachment "B". Lessee will be charged for the cost of the special ordered beverages plus the dispensing fees. Catering Services may be available as requested per Attachment C.

**4. BAR AND BAR MINIMUM:**

If Lessee requests that the bar be open, Lessor will provide bartenders and its standard list of beverages (see attachment "A" for the standard beverages and prices). There is a \$100 minimum guaranteed sale. Any dispensing or corkage fee as per Attachment "B" will count towards the \$100 minimum.

**5. CLEANING:**

A cleaning fee is required for the areas rented as shown in paragraph 1.

**6. DAMAGE DEPOSIT:**

Lessee is responsible for any loss or damage to the premises or the equipment, furniture, fixtures or any other of Lessor's property resulting from Lessee's occupancy of the premises. Damage Deposits (if any) will be returned, without deduction, if there is no damage. Tables or chairs or other equipment in the premises are not to be removed from the building. This means that Lessor's furniture or equipment may not be set up in the parking lot without express written authorization from Lessor. Lessee is responsible for any damage that exceeds the damage deposits shown in paragraph 1.

**7. NO ALCHOLIC BEVERAGES TO BE BROUGHT ONTO THE PREMISES:**

State law provides that no alcoholic beverages may be brought onto the premises by the Lessee or the Lessee's guests or invitees. THERE ARE NO EXCEPTIONS TO THIS. Guests or invitees of Lessee who bring their own alcoholic beverages onto the premises will be asked to leave or to leave their beverages off the premises. If Lessee has any alcoholic beverages, it wants Lessor to dispense, Lessee should make arrangements with an Idaho State licensed distributor to provide that beverage to Lessor. Any costs to Lessor will be charged to Lessee plus dispensing or corkage fees as in 3 above.

**8. NO COOKING AT ALL OTHER THAN IN THE KITCHEN:**

No cooking at all is allowed in the building. Crock pots or other electrical warming devices may be used with permission. One electric coffee pot may be used in the main hall. Sterno warmers may be used in the areas rented to keep previously cooked food warm. We can sell you canned Sterno if needed.

**9. EARLY SET UP:**

Lessee may be allowed to set up or decorate for their event on the day before provided there is no conflict with another scheduled use on that day. Please coordinate your request with the Leasing Agent. Covering the American flag or plaques with the names of veterans is prohibited. Use of nails, tacks, or pushpins is not allowed on painted surfaces. If tape is used on any surface, Lessee will completely remove all tape and residue as soon as possible after the event. Consult the Leasing Agent on decorating

**10. POSTAL SERVICE AGREEMENT:**

Lessor has an agreement with the United States Postal Service that if the Postal facility in Cascade becomes unusable the Postal Service may occupy the premises. In that event, this contract will be void and any deposit money returned to Lessee and Lessee shall have no claim for damages as a result of this action.

**11. NO DISCRIMINATION OR PREFERENTIAL TREATMENT**

American Legion National Bylaws stipulate that all American Legion Posts will refrain from preferential treatment of any political party or candidate over another or embrace a particular religion over another as it pertains to leasing the Post 60 facility. The American Legion supports US Military Veterans, our local community, and the health, education, and welfare of the children in our community. We do not discriminate based on any protected classes.

**12. HOLD HARMLESS AND INDEMNIFICATION:**

Lessee agrees to indemnify, hold harmless, and defend the Lessor from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees which the Lessor may suffer or incur in connection with the Lessee's use of the premises and equipment.

**13. LEASING AGENT:**

Lessor's exclusive Leasing agents are Tom Byrne (208) 630-3429 and Don Thies (208) 315-7812. This agreement, when signed, and with your deposit, should be returned to the American Legion Post 60, P. O. Box 984, 105 E Mill St., Cascade, ID 83611. A copy of this agreement, when accepted by Lessor, will be returned to Lessee. Access to the premises is provided only by the Leasing Agent.

**OK to return cleaning/damage deposit:** \_\_\_\_\_

**Lessor**