



Post 42 Evanston

Signed on Month Day, Year

Post 42 Rental Agreement

Business: Post 42 Evanston
manager@evanstonpost42.com
1030 Central St, 2nd Floor
Evanston, IL, 60201-1702
(312) 248-3380

Recipient: SAMPLE CUSTOMER

This contract is between Post 42 Evanston (the "Business") and SAMPLE CUSTOMER (the "Client") dated MM/DD/YYYY.

Terms and conditions for booking an event at Post 42 Evanston

Payment schedule

The Client will pay the Business **\$XXX.XX**
Due in full on Month Day, Year

Deposit **\$XXX.XX**
Due on Month Day, Year

Balance **\$XXX.XX**
Due on Month Day, Year

Deliverables

Post 42 Event Fee

Total

\$XXX.XX

Terms

Date/Times of Permitted Use

The Event on [EVENT DATE] will commence at [START TIME], and will conclude at [END TIME]. Access to the Facility for setup prior to the Event will be permitted only if agreed upon in advance. Teardown and cleanup will be allowed for one hour following the conclusion of the Event, unless otherwise discussed and agreed upon. Any additional time required for setup, teardown, or cleanup must be approved by the Business in advance and may incur additional charges.

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Rental Fee

Client shall pay to Business a rental fee for the use of the Facility, which includes the base rental amount of [COST], plus any additional charges specified in this Agreement (the "Rental Fee").

A deposit equal to 25% of the expected Rental Fee shall be paid by the Client no later than 30 days prior to the Event Date. The remaining balance of the Rental Fee shall be paid in full by the Client within 3 days after the Event Date.

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Cleaning Fee

The Client is responsible for returning the event space to its original condition upon the conclusion of the event. This includes, but is not limited to, the removal of all decorations, trash, personal belongings, and any excessive spills.

If additional cleaning is required beyond standard maintenance, the Business reserves the right to charge a cleaning fee of \$100 per hour, with a minimum charge of one (1) hour. The final cleaning fee will be determined at the sole discretion of the Business based on the condition of the venue after the event. The cleaning fee will be charged to the credit card held on file. Failure to pay may result in additional charges or legal action. By signing this agreement, the Client

acknowledges and agrees to this Cleaning Fee Policy.

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Indemnification

The Client shall be solely responsible for any and all injuries to persons, damage to property, or any other injury, claim, damage, loss, or expense of any nature, whether direct or indirect, arising from or in connection with the Event. The Client agrees to indemnify, defend, save, and hold harmless the American Legion Post 42, its affiliates, officers, directors, employees, agents, volunteers, and contractors (collectively referred to as "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, judgments, penalties, costs, expenses (including, without limitation, attorney’s fees and court costs), or other liabilities of any kind, arising out of or in any way related to: injury to persons (including but not limited to attendees, employees, agents, or contractors of the Client); damage to property (including the Facility, personal property, or third-party property); any other claims, damages, losses, or expenses arising directly or indirectly from the Client’s use of the premises, its activities, or the conduct of the Event.

This indemnification obligation includes, without limitation, any claim or liability for injury or damage caused by the negligence or misconduct of the Client, its employees, contractors, agents, or any other party acting on behalf of the Client. The Client agrees to reimburse the Indemnified Parties for any legal fees or costs incurred in defending such claims, regardless of the outcome of any such claims.

The provisions of this Indemnification Clause shall survive the termination or expiration of this Agreement.

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"As-Is" Condition

The Client acknowledges and agrees that the event space is being provided in its "as-is" condition at the time of rental. The Business makes no warranties or guarantees, express or implied, regarding the condition, suitability, or fitness of the premises for the Client's intended use.

By proceeding with the rental, the Client waives any claims against the Business for defects, damages, or deficiencies in the premises that do not impact the fundamental usability of the space.

The Business shall not be held liable for any damages, losses, or injuries resulting from the condition of the premises, except in cases of gross negligence or willful misconduct. By signing this agreement, the Client acknowledges and agrees to accept the event space in its as-is condition.

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Assignment and Sublicensing

Client shall not assign, transfer, or sublicense any part of this Agreement or permit any third party to use the Facility without the prior written consent of the Business.

Restoration

In the event of any damage to the Facility, or if any repairs, replacements, or restorations are required due to the Client's use of the Facility under this Agreement, the Client shall be fully responsible for the cost of such repairs or replacements. This includes, but is not limited to, any damage caused by the Client's activities, guests, vendors, or any third parties associated with the event.

The Client agrees to pay the Business for all damage, repair, and replacement costs within a reasonable period of time upon receipt of an invoice from the Business. The Business reserves the right to determine, at its sole discretion, the extent of damage and the need for repairs or replacements.

Failure by the Client to promptly pay for damages or repairs may result in legal action and additional fees to recover the outstanding amounts. By signing this Agreement, the Client acknowledges and agrees to fully reimburse the Business for any damage, repair, or replacement costs incurred as a result of the Client's use of the Facility.

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Insurance

The Client shall obtain and maintain in full force a General Liability Insurance policy, covering the

event, including setup and teardown, with a minimum liability limit of \$1,000,000 per occurrence. The policy shall cover any claims for bodily injury, property damage, or other liabilities arising from the Client's use of the Facility.

The Client shall provide a Certificate of Insurance to the American Legion Post 42 prior to the Event. The certificate must demonstrate that the Client's policy meets the required coverage limits and shall name American Legion Post 42 as an additional insured. The Client agrees to keep this coverage in effect throughout the duration of the event and any related activities.

The Client understands and acknowledges that failure to obtain the required insurance does not limit or waive any liability or obligations under this Agreement, including those outlined in the indemnification clause. In such cases, the Client may be held personally and financially responsible for any resulting claims, damages, or losses.

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Liquor Liability Insurance

The Business maintains Liquor Liability Insurance to cover alcohol-related risks associated with the sale and service of alcoholic beverages on the premises. This coverage will apply during the event, including setup and teardown. The Client is not required to provide additional Liquor Liability Insurance unless otherwise specified.

Cancellation

If the Client cancels this Agreement more than 30 days before the Event Date, they may do so without incurring any charge, provided written notice is given to the Business. If the Client cancels between 29 and 8 days prior to the Event Date, the Client will forfeit their deposit (25% of the Rental Cost) and will be responsible for any reasonable expenses incurred by the Business in preparation for the event. If the Client cancels 7 days or less before the Event Date, they will be charged 50% of the Rental Cost, in addition to any expenses incurred by the Business in good faith in preparation for the event.

All cancellations must be made in writing and are considered effective upon receipt by the Business. The Client agrees to reimburse the Business for any non-refundable expenses or commitments made in anticipation of the event, such as vendor payments, permits, and equipment rentals.

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Acknowledgment of Post 42 Event Costs & Guidelines

By signing this agreement, the Client acknowledges that they have received, read, and agree to abide by the Post 42 Event Costs & Guidelines, which are incorporated by reference into this contract. These include, but are not limited to: membership benefits and rate differences; rental costs and space use; outdoor area conditions and costs; off-hours charges; bar policies and prohibited items; bartender staffing requirements; setup and cleanup responsibility; food policies and kitchen use; audio/visual equipment.

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Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of law principles. Any legal actions, claims, or disputes arising out of or in connection with this Agreement shall be exclusively brought in a court of competent jurisdiction located within the State of Illinois.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Club Manager
Owner signature	Club Manager
Business date signed	MM/DD/YYYY

Recipient signature

Recipient name	SAMPLE CUSTOMER
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Recipient signature	SAMPLE CUSTOMER
Recipient date signed	MM/DD/YYYY