

VFW POST 6654
33725 W 84TH
De SOTO, KANSAS 66018
913-585-1100

BANQUET HALL DONATION AGREEMENT

VETERANS OF FOREIGN WARS POST 6654, hereinafter referred to as the OWNER, allow _____, hereinafter referred to as the USER, to use the OWNERS banquet hall as indicated for the use of a PRIVATE PARTY on the date of ____/____/20____. The hours of use are from _____ PM to 1200 AM. The total donation due to the OWNER is \$_____. Donation in full payment is due to the owner prior to the event. The USER will not be allowed to occupy the hall on the date requested unless donation/payment is received by the OWNER.

The USER will read the following and initial by each indicating they understand the rules and regulations set forth by the Veterans of Foreign Wars Post 6654.

1. ____ It is in violation of Kansas Law to allow any person(s) under the age of 21 (twenty-one) to be served or allowed to consume any alcoholic beverage or cereal malt beverage on the OWNERS premises. **NO ALCOHOLIC BEVERAGES MAY BE REMOVED FROM OR CONSUMED OUSTIDE OF THE BUILDING**, except for designated areas.
2. ____ USER must be at least 18 (eighteen) years of age.
3. ____ USER agrees to reimburse the OWNER for any damage to OWNERS property, to include but not limited to: supplies, fixtures, kitchen equipment, chairs and tables. The user is not permitted to affix decorations to the walls by using push pins, thumb tacks or any other device that causes damage to the walls. The USER is permitted to hang items on the walls by using "painters tape". Any damage to the paint or walls due to unauthorized fastening devices will result in charges to the USER.
4. ____ USER AGREES TO PAY A SECURITY DEPOSIT OF 300.00 DOLLARS the day this donation agreement is signed. The security deposit will be in the form of cash or credit card **ONLY**. No personal checks accepted unless the USER agrees to have that check deposited by the OWNER upon receipt (date contract signed). Upon completion of the event, the USER will be reimbursed their security deposit so long as there is no damage to the OWNERS property. Property is defined as all Building, Parking Lot, Memorial and grass areas.
5. ____ **(OPTIONAL)** USER agrees to pay a cleaning deposit of 150.00 dollars. The user has the option to leave the hall after the event without cleaning for the cost of 150.00 dollars. This 150.00 dollar cleaning fee is separate from the 300.00 security deposit. The

USER is not obligated to use this option, however, this service is provided by the OWNER upon request.

6. _____ If option #6 above is declined by the USER, the USER agrees to clean all tables prior to placing them back on the table cart or stack, all chairs returned to the chair rack, all trash receptacles are emptied and trash placed into the provided trash dumpster outside. If the kitchen is used, the USER agrees to remove all food from the refrigerator, and clean the utensils and appliances. The user will also sweep and mop the floor to include the cleaning of both restrooms.

7. _____ The USER and their guest are NOT allowed into the VFW Canteen area or any other areas of the building.

8. _____ The memorial area is OFF LIMITS. If at any time; guests of the USER are found to be disrespectful by sitting, climbing or acting in an inappropriate manner around the memorial, the USER will be notified and the event is terminated. The USER is advised in this section that there are no additional warnings if the memorial is defaced or disrespected. This is non-negotiable.

9. _____ Children are to be supervised at all times by an adult. They are not allowed to roam or run around in the parking lot due to the dangers of vehicular traffic.

10. _____ The OWNER reserves the right to immediately cancel this agreement and to require the immediate removal of the USER from the premises should the OWNER determine the USER is on violation of this agreement or any Federal, State or Municipal law. Should this occur, no refund will be returned to include any cleaning deposit. If no cleaning deposit was issued (see #6 above), then 150.00 dollars at a minimum, from the security deposit, will be kept as a cleaning fee.

11. _____ The OWNER will provide a VFW Staff Member as required for the event at a cost of 50.00 dollars for a 12 hour period. If the event has over 100 guests planned to attend, a second VFW Staff Member is REQUIRED at an additional cost of 50.00 dollars. Should the USER request to begin their event prior to noon (12PM), the USER will pay an additional 15.00 dollars per additional hour to each Staff Member required for the event.

12. _____ The event shall end no later than 12:00 AM (midnight) the day the event is scheduled.

13. _____ NO FIREARMS ARE PERMITTED ON THE PREMISIS. NO SMOKING ALLOWED INSIDE THE PREMISIS.

14. _____ Cancellation of this contract by the USER after 10 (ten) days of signing of the contract will result in not receiving a refund of their security deposit or any other monies received by the OWNER (excluding cleaning deposit).

15. _____ There is an additional cost for set up of the hall. Should the USER request to enter the hall the day/evening prior (5:00 PM to 10:00 PM) to the event for set up, a 50.00 dollar fee is required to open the hall. This fee must be paid at the time the contract is signed. This is based on hall availability.

16. _____ The USER and OWNER will conduct a “walk-around” of the building to include the outside area prior to the event to ensure there are no pre-existing damages to the premises resulting in any cost to the USER upon completion of the event. The onus of the “walk-around” is the responsibility of the USER.

17. _____ In the event of a power outage caused by an act of nature, the Post does not have the capability to run on generator power. The USER will not be refunded any monies should this unforeseeable event occur. Any Security or Cleaning deposits will be treated per previous provisions above.

This contract is agreed to the _____ day of _____, 20_____

_____ (USERS PRINTED NAME)

_____ (USERS SIGNITURE)

_____ (OWNERS Representative name)

_____ (OWNERS Representative signature)

Total Donation Due : _____

Deposit Received/date: _____

Cleaning Deposit: _____

Final Donation Received/date _____

Deposit received by _____

Event Approved by _____

Walk around inspection :

USER NAME: _____

USER ADDRESS: _____

USER PHONE NUMBER: _____