



Post 2498

## **Function Hall Rental Agreement**

1. **Parties**: This Agreement is made on \_\_\_\_\_ between the Lieutenant Manson H. Carter Veterans of Foreign Wars Post 2498, (the "Post"), and \_\_\_\_\_, (the "Renter"), for the rental of the function hall (the "Hall") located at 20 Junction Street, Needham, Massachusetts on the premises of Lieutenant Manson H. Carter Veterans of Foreign Wars Post 2498. This agreement is not a conveyance of any leasehold interest in the Hall.
2. **Insurance**: The Renter understands that this contract is effective only if they secure event insurance coverage from a carrier licensed to do business in the Commonwealth of Massachusetts.
3. **Rental Fees**: The rental fee for the Hall is detailed on page 5 of this Agreement. A deposit of at least \$250.00 is required at the time this Agreement is signed. The balance of the rental fee is due in full on the date identified on page 5. If an event is schedule for a date within 30 days of contracting the full rental fee is due at the time of contracting.
4. **Security Deposit**: A security deposit of \$350.00, secured by a credit card, is required at the time of contracting. The security deposit may be expended at the sole discretion of the Post to repair damage or clean the Hall, bathrooms, kitchen, bride's room, coat room, or other common areas as a result of damage caused by the Renter, their guests, or attendees.
5. **Cancellation**: Renter may cancel up to 30 days prior to the event date and receive a full refund of their deposit. For cancellations within 30 days of the event date, the rental deposit shall be retained by the Post as liquidated damages. At the sole discretion of the Post, the deposit may be returned if the Hall is rented for another event after cancellation by the Renter. The Post is not required to seek or secure a rental to replace any cancelled event.
6. **Rental Term**: The duration of this rental is as specified on page 4. All events must terminate at 12:00 (midnight). The Renter and any attendees must vacate the property of the Post prior to 12:30AM.
7. **Alcohol Regulations**: The Post, the Renter, and attendees shall adhere to all rules and regulations concerning the serving and consumption of alcohol. In the event any alcohol service or consumption regulation is violated by the Renter or any attendee, The Post may terminate an event at its sole discretion and require all parties present to vacate the grounds of the Post. Termination for violation of any alcohol service or consumption regulation shall result in forfeiture of the full rental fee paid by the Renter. All beverages shall be purchased from the bartender(s) assigned to an event. No beverages may be brought into the Hall or any property of the Post by the Renter or any attendee. A

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representative of the Post may confiscate any alcoholic beverages brought onto the property of the Post for the purpose of consumption by Renter or their attendees which is not purchased from the bartender(s) present for the event.

8. **Regulations regarding use of the Hall:**

- a. Renter shall not damage any Post property before, during, or after an event.
- b. Renter shall be liable for all costs incurred to return the Post generally, and the Hall specifically, to the pre-event condition as a result of Renters' damage.
- c. Affixing objects, including but not limited to, signs, banners, flags, balloons, decorations, or other items to the interior surfaces of the Hall or exterior surfaces of the Post by using nails, tacks, Velcro, tape, or any other non-self-release adhesive is prohibited. Renter shall use only self-releasing non-marking adhesives.
- d. Renter shall be liable for all costs incurred to repair damage caused by the Renter's use of a method of attachment which in any way damages the interior surfaces of the Hall or exterior of the Post.
- e. Renter shall indemnify the Post for all attorney's fees, legal fees, or costs incurred by the Post to enforce this Agreement.
- f. Renter shall indemnify and hold harmless the Post for any and all causes of action of any type, description and nature arising from the conduct of the Renter, attendees, Renter's agents, independent contractors, employees, and any and all other individuals associated in any way with the Renter.
- g. Renter, attendees, Renter's agents, independent contractors, employees, and any and all other individuals associated in any way with the Renter shall not possess or carry any form or type of weapon within the Hall, any interior area of the Post, any exterior area of the Post, or the property of the Post. Any violation of this prohibition shall result in the immediate termination of an event, forfeiture of any monies paid by the Renter to the Post, and a referral to the Needham Police Department and Massachusetts State Police. Violation of this prohibition shall be subject to full prosecution under the laws of the Commonwealth of Massachusetts. Exempt are law enforcement personnel, not limited to Fire Marshalls, State and Local police and Federal Law Enforcement agents.
- h. At the sole discretion of the Post, a representative of the Needham Police Department and/or Needham Fire Department shall be present for an event. Renter shall be responsible for any costs related to the presence of a Police Officer or Fire Warden for an event. Such costs shall be paid prior to the commencement of an event.

7. **Regulations regarding use of the Hall (continued):**
  - i. On the day of the event, a representative of the Post and the Renter shall conduct a walk-through of the Hall, kitchen space, bride’s room, coat room, bathrooms, and common areas of the Post to ensure that post-event remediation places the facilities and spaces of the Post in the same state and conditions as before the event. Renter is solely responsible for cleaning the Hall area after the event. Failure to properly clean the Hall area will result in forfeiture of the entire security deposit required under Paragraph 3 of this Agreement.
8. **Regulations regarding the use of the Post kitchen area:**
  - a. Kitchen facilities included for use under this Agreement include the following: stove, oven, refrigerator, dishwasher, and service counters.
  - b. Renters who intend to retain a caterer must have the caterer coordinate with the designated representative of the Post at least 30 days prior to the event and must provide the designated representative of the Post with a current copy of the caterer’s license.
  - c. Caterers must provide their own cooking and serving utensils, tableware, flatware plates, cups, sauces, serving trays, chafing dishes, table linens, napkins, and any specialty glassware, including but not limited to, champagne glasses, red wine glasses and white wine glasses required for the event.
  - d. If the Post’s caterer is retained, the Post will provide utensils, tableware, flatware plates, cups, sauces, serving trays, chafing dishes.
  - e. All caterers, both independent and associated with the Post, must clean the kitchen area after the event.
  - f. Renter is solely responsible for cleaning the kitchen area after the event. Failure to properly clean the kitchen area will result in forfeiture of the entire security deposit required under Paragraph 3 of this Agreement.
9. **Governing Law:** This Agreement is the whole agreement between the parties. This Agreement supersedes any and all verbal agreements. Changes to this Agreement must be made in writing. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Post Representative

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### *Contact Information*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Telephone Number: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Cellular Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### *Event Information*

Date of Event: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Time Access Required: \_\_\_\_\_  
Event End Time: \_\_\_\_\_ Time Vacating Hall: \_\_\_\_\_  
Number of Attendees: \_\_\_\_\_

#### Bar Service:

Bar Service Requested: Yes No  
Bar Service Type: Full-Service Wine/Beer Only Soda Only  
Bar Payment Configuration: Open Bar Service Cash Bar Service

#### Dining Configuration:

Table types/Numbers Requested:  
Long Number of Tables: \_\_\_\_\_ Number of Chairs Requested Per Table: \_\_\_\_\_  
Round Number of Tables: \_\_\_\_\_ Number of Chairs Requested Per Table: \_\_\_\_\_

Dance Floor Utilization: Yes No Kitchen Utilization: Yes No

Stage Utilization: Yes No

Tablecloths: Provided by VFW Provided by Renter/Catering Service

#### Contractors Related to Event:

Disc Jockey (Name: \_\_\_\_\_) Door Monitor  
Catering (Name: \_\_\_\_\_) Parking Attendant  
Police Event Planner  
Fire

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