

Contract

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This agreement, made the _____ day of _____, 20____ between:

Party of the first part, and the Recreational Association of the James H. Anderson post #1199, American Legion, Inc., Orangeburg, NY 10962, **party of the second part**.

Witness to, that the party of the first part, in consideration of their permitted use of the premises on

Date: _____

Between the hours of 9AM and dark, prevailing time, for a donation as per the following schedule:

1) Family run functions	\$250.00 (75 person limit)
2) Any and all other functions	\$350.00 for 1 to 125 persons
	\$500.00 for 126 to 200 persons

In all cases, the maximum number of persons for any function is 200. Said donation is payable as follows:

A non refundable \$100.00 deposit upon execution of this agreement and the balance at least fourteen (14) days prior to the date of issue of use.

A refundable housekeeping deposit, on a separate check made out to Recreational Association of the James H. Anderson post #1199 for \$100.00 for family run functions, and \$500 for any and all other functions is required.

The party of the first part further agrees as follows:

- 1) To exercise reasonable precautions to safeguard the premises, including the building and equipment, and to return said premises in a clean and acceptable manner. All trash and garbage must be disposed of in the dumpsters.
- 2) **That any person on the premises at the invitation of the party of the first part does not trespass onto the berm of little league fields, little league fields, or dugouts.**
- 3) That the dispensing of all alcoholic beverages by the party of the first part will be in compliance with all applicable laws.
- 4) They will assume the responsibility for acts or omissions by the party of the first part, and will be held responsible for any and all costs incurred by the party of the second part for any such acts or omissions, including but not limited to damage to the premises, and costs incurred to clean said premises, if it is not returned in an acceptable manner.

(over)

- 5) To provide a copy of event insurance, with limits acceptable to the party of the second part prior to the date of use of the facilities, protecting the interests of the party of the second part. The required limits are as follows:

EACH OCCURRENCE	\$1,000,000
DAMAGES TO RENTED PREMISES	\$1,000,000
MED EXP (ANY ONE PERSON)	\$20,000
PERSONAL & ADV INJURY	\$1,000,000
GENERAL AGGREGATE	\$3,000,000
PRODUCTS - COMP/OP AGG	\$3,000,000
EMP BEN.	\$1,000,000

The party of the second part further agrees as follows:

- 1) To provide the exclusive use of the premises on the date and the heretofore mentioned, including electricity, water and gas for the reasonable use of the facilities. The party of the second part does not assume responsibility for the failure to provide the facility and services if such failure is caused by circumstances beyond the control of the party of the second part.
- 2) The party of the second part may have representation present during the rental period to ensure proper use of the facilities, and compliance with the terms of this agreement, as well as all applicable laws.

This agreement may not be changed orally and is legal and binding on both parties upon proper execution.

Party of the first part

Recreational Association of the
James H. Anderson post #1199,
Party of the second part