

Ancient Order of Hibernians  
St. Brendan Division  
RENTAL AGREEMENT

**NOTE: If any Hibernian member is using their free rental, that member is required to be in attendance for the duration of the event.**

Renter Name: \_\_\_\_\_

Renter Address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Contact number: \_\_\_\_\_ Alt. Number: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Type of Event \_\_\_\_\_

Check-in Date/time: \_\_\_\_\_ Check-out Date/ time: \_\_\_\_\_

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as “renter(s)” and AOH St. Brendan Division, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ 200.00, and other fees (if applicable) required have been added to this rental amount. Ancient Order of Hibernians St. Brendan Division does not charge or require any gratuity charge or tip.

The rental cost can be paid in one lump sum or in two (2) equal installments of \$ \_\_\_\_\_. However; the full cost must be paid at least seven (7) days prior to the event, which date is \_\_\_\_\_.

Whereas, in addition to the rental cost, if applicable, the renter(s) shall pay a refundable amount of \$200.00 for security/damage deposit in order to reserve any event date. Rentals are on a first come first serve basis. A non-secured

date may be held for seven (7) days after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the seven (7) days to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, Ancient Order of Hibernians St. Brendan Division is not responsible for accidents or injury to renter(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind. Renter(s) do hereby agree to release, acquit, and forever discharge Ancient Order of Hibernians St. Brendan Division, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and any and all other persons, firms or corporations in privity with it, of and from any and all claims, demands, and causes of action, that renter(s) may have, have had, or ever have arising out of or by reason of the renter(s)' rental for the event.

Whereas, renter(s) agree to indemnify, protect, and hold harmless The Ancient Order of Hibernians St. Brendan Division, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages, or other consequences asserted by renter(s) or their guests, visitors, or any other persons during the rental terms and times.

Further, the age of all persons responsible for renting Brendan Hall must be at least twenty one (21) years and older with no exceptions. This rule is strictly adhered to.

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Renter(s) Acknowledgement	Date
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Renter(s) Acknowledgement	Date
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<b>St. Brendan Representative</b>	(Witness)	Date
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The St. Brendan Division Agent holds the power to act solely on behalf of the St. Brendan Division, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

Brendan Hall is the sole property of the Ancient Order of Hibernians St. Brendan Division and should be treated as such at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times.

## Conditions:

### 1. Purpose of Use:

Brendan Hall may be used but is not limited to the following events. Events not listed below are subject to approval by the Board of Trustees.

Class Reunions

Concerts (Pre-approval of type of concert required)

Conferences

Family Reunions

Funerals

Meetings

Plays/Dramas (Pre-approval of type of play/drama required)

Weddings

Worship Services

Workshops

### 2. Occupancy:

Maximum occupancy for Brendan Hall is not to exceed 150 persons.

The total number of persons attending any event must be kept to 150 persons or less in order to comply with fire and county/city regulations. Any unauthorized use of these areas will result in forfeiture of a portion or all of the security/damage deposit.

### 3. Damages:

Damage deposit is fully refundable if the event takes place and the facility is returned in the same condition as received, based on a pre and post-event on-site inspection and approval of checklist. Renter(s) and an AOH St. Brendan Division

representative each shall receive a copy of the contract, including the completed checklist, signed by both parties. Any post-event damages are deducted from the security/damage deposit.

a. Renter(s) is responsible for:

- Any loss or damage incurred to the Premises by their helpers, hired staff, other service providers and their guests, if the security/damage deposit is not sufficient to cover them.
- the conduct of their helpers, hired staff, other service providers and their guests, on the premises during and following the event.
- the proper handling of all equipment and furnishings.
- removal of trash to dumpster.

The \$200.00 security/damage deposit is not applied to the event fees. This deposit shall be retained by The Ancient Order of Hibernians St. Brendan Division until the facility is inspected and cleared by the facility's staff following the event. If there is no loss or damage of the property and premises by renter(s) and/or their guests, the security/damage deposit shall be refunded within two (2) weeks following the event. If there is loss or damage, renter(s) shall forfeit part or all of the security/damage deposit at the discretion of The Ancient Order of Hibernians St. Brendan Division. Renter(s) shall be notified in writing of the loss or damage as well as the amount of the deposit to be forfeited. Further, renter(s) are responsible for all losses or damages to premises and/or furnishings and furniture caused by the renter(s), guests, visitors, or any other persons exceeding the amount of the \$200.00 deposit. By renting the facilities, renter(s) are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$200.00 will result in you forfeiting any future use and/or rental of the facility.

#### 4. Cancellations:

If renter(s) cancel for any reason within fourteen (14) days prior to the event date, all parties agree that a \$100.00 processing fee will be charged for cancelled reservations. Any remaining event fees, or other applicable fees, paid in advance, shall be fully refunded to renter(s) within two (2) weeks of cancellation.

Exceptions may be granted to return the security/deposit fees in full to the renter(s) for extenuating circumstances. Such a request must be submitted in writing to the St. Brendan Division. Exceptions will be determined, granted and/or denied by the Board of Trustees at the time the request is made. Renter(s) will be notified in writing within fifteen (15) days of the request. If the request for full refund is granted, a check will be attached to the letter, however; if the request is denied, the letter will state reasons for the denial.

If the St. Brendan Division, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents must cancel any event for any reason that is not due to cancellation by renter(s) or renter(s)'s non-payment or non-compliance of the terms and provisions of this Rental Agreement, a full refund of the deposit, and/or other applicable fees paid by renter(s), shall be refunded to renter(s) within five (5) days of cancellation by The Ancient Order of Hibernians St. Brendan Division and is hereby released of any further liability from any and all foreseeable or

unforeseeable damages.

## 5. Check-in and check-out Time:

Check-in and check-out times are strictly enforced in order to prepare Brendan Hall for other scheduled events.

## 6. Set-Up Time:

The renter(s) will be allowed set-up time on the day of the event only, unless arrangements are mutually agreed upon in advance.

## 7. Use of Property:

Upon arrival, the responsible party for the rental must check-in with the office staff prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the rental participants.

Please note that the renter(s) is responsible for the set-up of the facility prior to the event. Renter(s) will be responsible for taking down any tables and/or chairs at the end of the event. The Ancient Order of Hibernians St. Brendan Division staff will be not responsible for taking down any tables and/or chairs at the end of the event.

All items brought in by renter(s) must be removed by renter(s) prior to check-out time.

No property belonging to The Ancient Order of Hibernians St. Brendan Division shall be moved or taken outside by renter(s) or their guests; otherwise, renter(s) shall forfeit all or part of the \$200.00 deposit at the discretion of the St. Brendan Division, its officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

All youth/teenage activities must be supervised by adults at all times. A ratio of one adult per 10 youth/teens is required.

**The sponsoring adult must be present at all time.**

Sorry, no pets are allowed on the property of The Ancient Order of Hibernians St. Brendan Division.

## 8. Noise Ordinance:

Loud activities should be kept to a minimum so that you do not disturb other members and guests at the facility or in the surrounding area.

## 9. Cleaning/Clean-up:

Brendan Hall will be delivered cleaned and ready to set-up for the renter(s). The renter(s) is expected to return Brendan Hall in the same condition as received. No cleaning services are provided during the event.

The following general cleaning is required at the conclusion of the rental:

- a. Pick-up all trash both inside and outside of the building.
- b. Bag all trash and place in the dumpster beside the building.
- c. Put clean trash liners (bags) in trash cans.
  
- d. Wipe down all tables and countertops.
- e. Remove all decorations, balloons, and other party materials.
- f. Remove all food and other items that were brought by your group.
- g. Sweep floors.
- h. Put chairs up on tables as found at setup.

## 10. Smoking:

No smoking is allowed inside the building of The Ancient Order of Hibernians St. Brendan Division. Smoking is allowed outside the building in the designated areas.

## 11. Alcoholic Beverages:

A St. Brendan Division bartender must be onsite during the rental. The fee for the St. Brendan Division bartender is \$40.00 for the evening.

Only division members and/or social members are permitted to purchase alcoholic beverages during the event. A social membership may be purchased by non-members at a cost of \$5.00 for the year.

The bartender will strictly adhere to the member/social member rules and regulations pertaining to the purchase of alcoholic beverages. No exceptions!

## 12. Decorations:

The following rules are applied and must be followed by all renter(s):

1. No staples, thumb tacks or nails in furniture or on the walls
2. No repainting of walls
3. Surplus chairs and tables are to remain in the building or in the designated storage area, not exposed to the elements.
4. No tape is to be used on the walls.
5. Free standing decorations are permitted on the tables and around the rental room.

## 13. Kitchen Facilities:

At this time, kitchen facilities are not available for rentals. There is to be no “live” cooking or preparation by non-members. The kitchen area may be used for staging and warming only with prior approval and the addition of a separate \$40.00 cleaning/damage deposit which will be returned within 7 days after the end of the event and inspection by the kitchen manager or designated representative.

## 14. Parking:

Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations.

## 15. Wireless Internet Services:

Wireless internet services are available upon request at no extra cost to the renter(s).