

Twin Cities Post 313, the American Legion Rental Rules & Application

GENERAL

1. The Twin Cities Post 313 Rental Facilities consist of three separate spaces: the Hall, the Bar and the Clubroom.
2. The maximum capacity of rental spaces is:

Hall for assembly (chairs or standing only)	199
Hall seated at tables	100
Bar	46
Clubroom for assembly	77
Clubroom Seated	36

These limits include servers, bartenders and performers. Limits are set by the Fire Marshal and must be adhered to. At no time should there be more people than the maximum capacity in each space.

3. Equipment included for each space rented is:

Hall	105 Stacking chairs
	17-6' rectangular dinner tables
Bar	18 chairs
	8 bar stools
	8 cocktail tables
Clubroom	4-6' tables
	42 chairs

Hall A/V and theatre equipment available for a fee includes:

- Audio system with 4 installed "opera mics"
- 2 wireless and 2 wired microphones
- Microphone stands
- Amplifier and speakers
- Theater lighting system
- Grand piano
- Mounted projector and pull-down screen
- Staging Units (5)

Bar equipment includes:

- A large HDTV with cable channels and DVD/VHS

Wireless internet is available throughout the American Legion Post. However, no technical support is provided. Connectivity is not guaranteed and can be spotty in the Hall and the Bar.

4. All exit doors of the building must be always kept clear. At no time can the identified exit doors be blocked in any way. Failure to adhere to this requirement will result in immediate termination of the event.

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5. ALCOHOL/SMOKING

1. Intent to serve and /or sell alcoholic beverages must be noted on the application and must receive post approval.
2. Serving alcohol to minors is strictly prohibited and it is the responsibility of the renter to ensure that minors are not permitted to consume alcoholic beverages at the facilities.
3. Groups where the majority (51%) of participants are under 21 years of age will not be permitted to serve, consume or have alcohol. Renters who charge an admission fee or accept donations and serve alcohol must obtain a temporary alcohol sales permit from the state of California Alcoholic Beverage Control Board. A copy of the license must be on file with the post 30 days prior to the event. The original ABC license must be posted on site during the entire event.
4. SMOKING IS NOT PERMITTED INSIDE ANY POST PROPERTY.

6. Renters may provide their own food service or catering service. Catering trucks may use the rear parking lot with the approval of the Post representative. Kitchen facilities, e.g., oven, stove and refrigerator are not provided.

7. Rental time includes setup and cleanup time.

8. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond Post 313's control, including but not limited to flooding, fire, natural disaster, power outages, criminal acts, or acts of war or terrorism. If the facility should become unavailable due to any such circumstances, Post will refund any fees received from renter. Post shall not be liable for the renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits and lost opportunity.

9. LIABILITY/INSURANCE COVERAGE

1. Each renter shall take out, at the renter's expense, and keep in force during the period covered by the agreement, broad form comprehensive general liability insurance, including, but not limited to, premises liability, products liability, liquor law liability, personal injury and property damage for each occurrence and naming Twin Cities Post 313, The American Legion, its officials, officers, employees, agents and volunteers as additional insured, at least thirty (30) days prior to the event.
2. No later than thirty (30) days prior to the event, the organization or group renting facilities shall provide evidence of the insurance coverage required under this section which shall remain in force during the period of the event.
 - A. Liability policy must demonstrate the required coverages of all additional insured for all forms of liability set forth in 9.1 above, including, but not limited to, premises liability, products liability, liquor law liability, personal injury liability and contractual liability.

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Certificate of insurance and endorsements in an acceptable form demonstrating the required coverage may be submitted in lieu of the liability policy.

B. Additional insured endorsements: All required insurance shall be endorsed to name those parties set forth in 9.1 above and shall provide that all such insurance shall be primary, and no insurance held or owned by the Post shall be called upon to contribute to a loss.

10. CLEAN-UP/DECORATING RESPONSIBILITIES/BASIC CUSTODIAL

1. Renter is responsible for leaving the facilities in a clean condition in accordance with this paragraph 10. If extra cleaning is necessary, the cost to have it done will be taken out of the deposit.
2. All items brought into the building by renter must be removed upon departure, unless previously arranged.
3. The use of confetti, rice, glitter, candles, fog machines is prohibited.
4. Take all trash (cans, glasses, paper products) away with you when you leave. Bring trash bags..
5. All cardboard boxes are to be broken down and taken away with you when you leave..
6. Wipe off all table surfaces and counter areas.
7. Mop all liquid spills (including bar, stage and other areas if applicable).
8. Remove all decorations, tape and equipment belonging to renter.
9. Return all property belonging to the Post. This includes microphones, extension cords, keys, etc.
10. Report all damages or injuries to the Post representative.
11. It is renter's responsibility to leave promptly at the time indicated on the rental agreement. If not, renter will be charged for overtime use.
12. Do not dump ice on landscaping or grass.
13. Remove all food items.
14. Staples, nails, thumbtacks, masking tape, or other materials which might deface the property shall not be used. Push pins are OK. Decorations may only be hung or mounted to the wooden surfaces of the building. The use of spray glitter or "snow" or other spray decorations should not be applied on site as its overspray is very difficult to remove and will significantly add to cleaning costs.
15. No decorations, signs or other decorations are to be attached or hung from the black curtains or their hardware. Hooks are located behind the curtain beam to be used to hang signs or banners in front of the curtains.

DELIVERY OF EQUIPMENT AND PERSONAL EFFECTS

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1. All personal equipment, supplies, and decorations must be delivered and removed during the rental period, or an additional charge will apply.
2. Equipment such as tables and chairs, bar glassware, staging, etc., is to be delivered to the site. There is no charge if that equipment is delivered within the rental time of the agreement.
3. Equipment to be delivered prior to the rental period may be delivered no sooner than the day the rental period starts. A fee of \$80 will be charged for the Post representative to provide access to the building, do a walk-through and pass off the keys.
4. It is imperative that the space rented be free of any of the renter's decorations or personal effects upon completion of the rental period so that it does not impede the use by others the following morning.

MUSIC

1. If renter plans to have either live or recorded music, the circumstances must be explained and approved by the Post representative. The sound level of music at any time must comply with City of Larkspur Ordinances.
2. All outside doors and windows must be closed when music is being played in the hall. (The hall and bar have air conditioning that can keep the rooms comfortable while the doors are closed.)

MINORS

1. The Premises shall not be rented to any person under the age of 21 years. Groups where the majority (51%) of participants is under 21 years of age will not be permitted to have alcohol in the facility.
2. A minimum of two adult chaperones shall be designated by renter to supervise Minors.

SECURITY/CLEANING DEPOSIT

1. A security/cleaning deposit of \$400 is required from all parties renting the American Legion Hall and Bar, and \$200 for the Clubroom or Bar alone.
2. The Post Representative will meet the renter 15 minutes before the rental period starts to walk through the rental space to resolve any issues. If renter finds any condition unsatisfactory, he/she should bring it to the attention of the Post Representative immediately.
3. The cost of cleaning, repairs, maintenance and associated labor cost to bring the facility to its pre-rental condition will be deducted from the security/cleaning deposit. The renter will be liable for these costs to the extent that they exceed the amount of the deposit. Renter shall put away tables and chairs, remove all decorations, ensure waste is in receptacles provided and clean floor/table surfaces of any liquid or solid spills at the conclusion of the event. The renter cleanup responsibility includes the front porch and surrounding grounds.

RESERVING/ FEE PAYMENT

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1. The signed application, security/cleaning deposit and certificate of insurance must be received by the Post Representative to reserve the event date. An event is NOT confirmed and scheduled until a signed application, deposit, and certificate of insurance have been received. All rentals are on a first come, first served basis.
2. All fees on the attached fee schedule must be received no later than **four weeks** before the scheduled event. If the fees are not received within **four weeks** of the event, Post will assume the renter is forfeiting the rental and security/cleaning deposit. If a rental is arranged fewer than four weeks before the event, the event will not be booked or scheduled until all deposits, rental fees, and insurance are provided.
3. Deposit for recurring rentals can be rolled from week to week.

VIEWING RENTAL SPACE BEFORE EVENT

1. After a contract is signed, Renter may request and schedule, at no charge, one visit with the Post Representative to the rented spaces to view the facilities. This is the opportunity to bring support personnel such as caterers, decorators, sound/lighting personnel, party organizers, etc.
2. Additional complimentary visits are available between 9-10 A.M. on Monday and Thursday only.
3. Visits other than 1 or 2 above will incur a charge of \$80 per visit.
4. If use of the wireless network is desired, test connectivity during this viewing. (Connectivity is not guaranteed, and the American Legion does not provide technical support.)

CANCELLATIONS/REFUNDS

A refund of deposit and rental fees for cancelled reservations will be made in accordance with the following schedule:

Cancellation 4 weeks or more prior to the event	100% refund of Security deposit
Cancellation at least 3 weeks prior to the event	100% refund of rental fees, Security deposit forfeited
Cancellation at least 2 weeks prior to the event	75% refund of rental fees, Security deposit forfeited
Cancellation at least 1 week prior to the event	50% refund of rental fees, Security deposit forfeited
Cancellation within 1 week of event or NO SHOW	No Refund

ENTRY/EXIT

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1. The bar door can be opened from the inside and secured in the open position during the event if desired. The renter shall lock the door upon completion of the rental period.
2. A key for this door will be given (on loan) to the renter. Loss of same will incur a fee of \$25. Key shall be deposited in mail slot at club room entrance at the end of the event.
3. Renters may not make duplicate keys.

DISTURBANCES

1. The Post's facility is in the center of Larkspur and has residential properties in close proximity.
2. The conduct of guests is the direct responsibility of the renter, and any violation of Post guidelines or disturbances in the parking lot or neighborhood could result in the termination of the event.

PARKING

1. Parking at the rear is reserved for full-time Tenants and is not to be used by Hall, Bar or Clubroom renters except as described in paragraphs 2 and 3 below.
2. The driveway and rear parking lot may be used briefly to offload equipment and supplies. People must be immediately available to move vehicles in the driveway.
3. If the renter desires to use the rear parking lot for catering operations, arrangements must be made and approved by the Post representative.
4. Public parking is available in the city parking lot in front of the Hall and on public streets adjacent to the Hall. Please note there is a 2-hour parking limit restriction in the city lot and street parking close to Magnolia Avenue during normal business hours.
5. The paved old railroad bed to the rear (east) of the property is the private property of others.

CONTRACT BETWEEN TWIN CITIES POST 313 AND RENTER

1. Signature by the Renter constitutes a contract between Twin Cities Post 313, The American Legion, and the renter.

ATTORNEY'S FEES

1. If either party initiates an action against the other party arising out of or in connection with this contract or institutes any proceeding in court which has jurisdiction over the other party or any or all its property or assets, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and court costs.

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APPLICATION AND RENTAL AGREEMENT IS COMPLETE AND SPACE SECURED WITH SIGNED APPLICATION, SECURITY/CLEANING DEPOSIT AND RENTER EVENT INSURANCE (SEE PAGE 2, LIABILITY/INSURANCE COVERAGE)

Name and address will be used to refund renter's security deposit, as applicable.

NAME OF RENTING GROUP OR INDIVIDUAL _____

CONTACT NAME _____ PHONE: _____

ADDRESS, CITY, ZIP: _____

EMAIL: _____

*EVENT DATE: _____

EVENT HOURS: _____ AM/PM _____ AM/PM

TOTAL HOUR OF USE: _____ (TOTAL TIME MUST INCLUDE SETUP AND CLEANUP TIME)

TYPE OF EVENT: _____

FACILITY RENTED: _____

HALL _____ BAR _____ CLUBROOM _____

TOTAL ATTENDANCE: _____

NUMBER OF MINORS: _____ CAPACITY SEATED: _____ ASSEMBLY: _____

BACK PARKING LOT NEEDED FOR CATERERS OR STAGING? YES _____ NO _____

FEE OR DONATION TO BE COLLECTED FOR ATTENDANCE? YES _____ NO _____

ALCOHOL BEING SERVED? YES _____ NO _____

ONE DAY ABC LIQUOR LICENSE REQUIRED? YES _____ NO _____

FEE	AMT DUE	PAID DATE	CHECK NO.
Rental Fee for Space			
Security/Cleaning Deposit			
Deposit Refund			
Audio Visual System/ Projection Screen			
Staging-Number of Units (1-5)			
6' Grand Piano			
Delivery or Viewing Fees			
TOTAL FEES DUE:			
DOCUMENTS	DATE DUE	DATE RECEIVED	INSURER
Insurance Policy			
ABC License (If alcohol is served and a fee charged)			

Date posted to Calendar _____ **Date Cleaning Scheduled** _____

*Recurring Events: provide brief description of frequency, e.g., "every morning Mon.-Sat", "monthly each second Wednesday", etc.

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HOLD HARMLESS, INDEMNITY AND RELEASE AGREEMENT: In consideration of participation in this rental, the renter agrees to indemnify and hold harmless, and to release, waive, and discharge, The American Legion, and its person or entity for any injury, including death, or property damage, arising out of or in any way connected with participation by the undersigned and/or other persons pursuant to this permit, including injuries and property damage, whether caused any passively or actively negligent actor omission of the Post or its officials, employees, agents or volunteers.

My signature below signifies that: I am 21 years old or older; I agree to abide by all the conditions of the Rental Rules and Application Policy; and I also agree to pay the Twin Cities Post 313, The American Legion, all costs the Post may incur as a result of any failure to fully comply with all of these conditions. I HAVE READ THE ABOVE AND HOLD HARMLESS, INDEMNITY AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED AND SHALL INDEMNIFY THE POST FROM ANY LIABILITY ARISING OUT OF THE EVENT.

Signature

Today's Date

Printed Name

Please sign and return this page with your Certificate of Insurance and deposit check made payable to Twin Cities Post 313, The American Legion, and deliver/mail to: Twin Cities Post 313, The American Legion, 500 Magnolia Avenue, Larkspur, CA 94939

Approved: Post 313 Representative: _____ Date: _____

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Twin Cities Post 313 Rental Rate Schedule (effective September 24th, 2025)

Space, Service or Equipment	Time of Day	Rate	Notes	Security Deposit
Hall & Bar	8am-4pm	\$110/Hour, 2 Hour Minimum		\$400
Hall & Bar	5pm-11pm	\$1200 F-Sa & Holidays \$800 Su-Th	\$150 each additional hour	\$400
Bar Only	8am-10pm	\$60/Hour, 2 Hour Minimum		\$200
Club Room	8am-10pm	\$100/4 hours, \$25 for each additional hour		\$200
Back Parking Lot (as available)		No charge	Availability dependent upon date and time of event	
Delivery of Equipment before rental period	All Times	\$80	Must be no sooner than the day your rental period starts	
Late removal of equipment, personal effects	All Times	\$80	Must be picked up by noon following the event or bar rental fee applies	
Extra Viewing	All Times	\$80	First viewing and Monday and Thursday 9am-10am complimentary	
Audio Visual & Projection Screen Systems	Per Event	\$75		
Staging Units	Per Event	\$10 per 6' x 8' Unit		
Grand Piano	Per Event	\$50		

All rental times include set up and clean-up time.

Note: 20% discount given on the rental space rates to Non-Profits that provide a copy of their IRS letter identifying their non-profit status. Post member (including Memorial event) rates as prescribed by Post.