

THE AMERICAN LEGION

Owen Fish Memorial POST 143
1443 Stratfield Road
PO Box 1084 SMS, Fairfield, CT 06825

Rules for the Facility

As of June 1, 2021

These rules outline the requirements for use of the Post 143 Hall. All uses of the facility that are not detailed in the procedure must be approved by the Post 143 Executive Officers.

RENTAL FEES

POST 143 MEMBERS WILL RECEIVE A DISCOUNT AND MUST ATTEND THE EVENT	
OTHER RENTAL NON-MEMBERS	
WHOLE OR HALF DAY (8 HOURS MAX OPEN/CLOSE=\$125; RENTAL COST=\$400)	\$525.00
PROOF OF LIABILITY/ACCIDENT INSURANCE IS ~\$100 (RENTAL MUST DO THIS)	
SECURITY DEPOSIT (REFUNDABLE AFTER THE EVENT)	\$60.00
* Definition of Post 143 Member – A member in good standing (current year paid). A roster check will be performed if a Post 143 membership card is not presented.	

The following General Rules and Regulations that must be followed.

- 1 The Facility may be rented between the hours of 9 a.m. and 10 p.m. ***All renters MUST leave the facility by 10 p.m. as governed by the FAIRFIELD PARKS AND RECREATION DEPT for the Town of Fairfield.***
- 2 NO nails, thumb tacks, staples are allowed in the walls. PAINTER masking tape can be used. NOT duct tape or scotch tape or anything that will remove the paint when removed.
- 3 All hours must run consecutively. Early admittance for setup will be allowed. *However cleanup shall be done within the hours rented.*
- 4 The maximum number of people permitted in the Facility is 100 if there are no tables. If tables are used, the maximum capacity is reduced to 75 people.
- 5 Post 143 is NOT responsible for the use of Owen Fish Park including the parking lot.
- 6 ***Refunds will not be given for hours not used.***
- 7 No illegal drugs are allowed on the premises.
- 8 Firearms are prohibited.
- 9 No smoking inside the building.
- 10 American Legion Post 143 is not responsible for personal injury.
- 11 American Legion Post 143 is not responsible for damage to vehicles on the parking lot.

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- 12 Music with foul language will not be allowed. The level of music played must be moderate in volume, so as not to disturb neighbors.
- 13 Any damage to the chairs, tables, fixtures or walls will be the responsibility of the renter to repair or replace within ten (10) day period. Deposit will not be returned until arrangements are made.
- 14 Any damage to the kitchen appliances or other American Legion Post 143 property will be the responsibility of the renter to repair or replace within ten (10) day period. Deposit will not be returned until arrangements are made.
- 15 When the event is over and cleanup completed an inspection will be conducted by the House Chairman of the American Legion Post 143 for approval, prior to returning the deposit.
- 16 The event can be stopped at any time by an Officer of the American Legion Post 143 for an infraction of the rules or for improper conduct.
- 17 The Renter is responsible for any alcoholic beverages being served during the event. No alcoholic beverages will be served or consumed to anyone less than 21 years of age.
- 18 Gambling is NOT allowed.
- 19 Keg Beer will NOT be allowed.
- 20 Renter will be responsible for basic cleanup when the event is over (leaving everything as prior to setup).
- 21 Place accumulated trash in the dumpster outside the building.
- 22 30 minutes before leaving; please phone a member of the hall rental staff.

House Chairman (203) 570-5650

Decorations

The only decorations permitted in the American Legion Post 143 Hall are those which may be placed on the floor or on the tables. The Renting Party shall not hang, staple, thumb tacks, tape, or suspend decorations from the walls, ceilings, or columns within the American Legion Post 143 Hall EXCEPT if the renter uses PAINTER masking tape which will not harm the paint.

No candles or open flames are permitted inside the American Legion Post 143 Hall at any time. The Renting Party shall NOT use rice, bird seed, glitter or confetti of any type in the American Legion Post 143 Hall or on the grounds outside of the American Legion Post 143. All decorations shall be removed by the Renter.

All American Legion materials must be left in place on the walls.

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Use of Hall Kitchen

If the Renting Party uses the Hall Kitchen, it shall:

- a) Remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period;
- b) Clean all counters and surface work areas in the Hall Kitchen, including any food spilled in the food warmer or refrigerator;
- c) Sweep the Hall Kitchen floor;
- d) Not put any grease, lettuce, celery, coffee grounds corks or metal objects in the garbage bin outside;
- e) Remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period;

Indemnity

All Renters must show proof of liability/accident insurance for the event that is covered by their home insurance policy and due with their payment of \$400 to the Post.

The Renting Party shall indemnify, defend, and hold harmless the American Legion Post 143 and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Hall

Compliance with Laws

The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

Assignment

This Agreement may not be assigned or transferred without the express written consent of the American Legion Post 143.

Entire Understanding

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

Modifications

This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

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Security Deposit Refund Policy

Security Deposit Refunds will be issued in cash to the person whose name and address is on the contract at the end of the rental event except for the following:

- a. The event is cancelled as specified below and the event date was a weekend date.
- b. The restriction of 10pm mandated by the Fairfield Police is not met.
- c. The cancellation is less than 10 business days.

Cancellation Policy (Notice of Cancellation)

1. You may cancel the rental transaction, within (15) business days prior to the date of the rental and will be refunded Hall payments plus security deposit.
2. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned by the seller of your cancellation notice, and any Security Interest arising out the transaction will be cancelled.
3. To cancel the rental mail or deliver a signed and dated copy of the contract with cancellation noted at the bottom or any other written notice to the House Chairman of:

The American Legion Owen Fish Memorial Post 143

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