VFW Hall Rental Agreement - Apr 2026

This Hall Rental Agreement (the "Agreement") is entered into on _____ (the "Effective Date"), by and between:

Veterans of Foreign Wars Post 8555 (the "Post" or "Venue"), a Texas nonprofit veterans organization, with its principal address at **715 Houston Street, Poth, Texas 78147**, telephone **(830) 484-7317**, represented herein by its Commander or authorized designee,

AND

_____ (Renter's Full Legal Name),

with principal address _____,

telephone _____,

email _____ (collectively referred to as the "Renter").

Recitals The Post desires to rent its hall facilities to the Renter for the event described below. The Renter desires to use such facilities under the terms and conditions set forth herein, which are designed to provide the maximum legal protections allowable under Texas and Federal law to the Post.

1. **Rental Details**
   a. Event Date(s): _____
   b. Event Time(s) (start to end): _____
   c. Type of Event: _____
   d. Facilities Reserved (check all): [ ] Small Hall (SH) [ ] Large Hall (LH) [ ] Bar [ ] BBQ Pits Approximate Occupancy: SH: 130 / LH: 550
   e. Deposit Amount Paid: $_____ Date: _____
   f. Rental Fee Amount Paid: $_____ Date: _____ (Once deposit is paid, reservation and current rates are locked.)
2. **Compensation & Cancellation**
   Deposit is non-refundable unless canceled in writing at least **six (6) weeks** prior to the event **and** the hall is left clean with no damage. If canceled later or if any damage occurs, the entire deposit is forfeited. All rental fees are non-refundable.
3. **Renter's Obligations**
   a. The Renter shall:
      i. Provide all necessary licenses/permits and comply with all laws.
      ii. Maintain commercial general liability insurance of at least $1,000,000 per occurrence, naming the Post as additional insured, and provide proof prior to key pickup.
      iii. Abide by all posted rules, including no smoking, no nails/tape/glitter (except VFW-provided clips), and full cleanup of kitchen, grounds, BBQ pits, and trash removal.
      iv. **Assume full liability for all guests, invitees, attendees, and any businesses, vendors, or third parties operating on Post grounds for event purposes.** The Renter is responsible for their actions, safety, and any claims arising therefrom.
4. **RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION – MAXIMUM PROTECTION FOR THE POST THE RENTER HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE POST, ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY "POST PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON THE**

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NEGLIGENCE OF THE POST (WHETHER SOLE, JOINT, OR CONCURRENT), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE RENTER'S USE OF THE FACILITIES, PRESENCE ON THE PREMISES, OR ANY ACTIVITY BY GUESTS, INVITEES, OR VENDORS.

THIS RELEASE IS INTENDED TO BE AS BROAD AS TEXAS LAW ALLOWS AND EXPRESSLY COVERS THE POST'S OWN NEGLIGENCE TO THE FULLEST EXTENT PERMITTED. IT DOES NOT, HOWEVER, RELEASE THE POST FROM LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AS SUCH WAIVERS ARE AGAINST PUBLIC POLICY UNDER TEXAS LAW.

The Renter further **agrees to indemnify, defend, and hold harmless** the Post Parties from and against any and all claims, demands, lawsuits, damages, losses, expenses, attorney fees, and liabilities arising out of: (i) the Renter's acts or omissions or those of its guests, invitees, attendees, or vendors; (ii) use of the facilities; (iii) any breach of this Agreement; or (iv) any intoxication or alcohol service. This release and indemnification survive termination.

5. **PERSONAL PROPERTY AND EQUIPMENT – NO LIABILITY FOR THE POST** The Renter and its guests, invitees, and vendors assume all risk for any personal property, equipment, or items brought onto the premises. The Post shall have **no liability whatsoever** for any damage, loss, theft, or destruction for any reason.
6. **MEDIA LICENSING AND PUBLICITY RIGHTS**
   a. The Renter grants the Post and its members a **perpetual, irrevocable, worldwide, royalty-free, non-exclusive license** to record, photograph, film, or capture the event and use such recordings (including names, likenesses, and images) in any media for promotional or archival purposes. The Renter waives all privacy/publicity claims on behalf of itself and its guests.
7. **Alcohol / Bar Services**
   a. If the Renter requests bar services, the Renter may serve free beverages only until 8:00 PM; thereafter the Post assumes full control per TABC rules. All alcohol must comply with Private Club Permit requirements. The Renter indemnifies the Post for any alcohol-related claims.
8. **Governing Law and Venue** This Agreement shall be governed by the laws of the State of Texas. Any disputes shall be resolved exclusively in the courts of Wilson County, Texas. The prevailing party shall recover attorney fees and costs.
9. **Miscellaneous** This Agreement is the entire understanding. Amendments must be written. If any provision is invalid, the remainder remains in force. The Renter acknowledges this Agreement provides the **maximum protections for the Post within the limits of Texas and Federal law**.

IN WITNESS WHEREOF, the parties execute this Agreement.

VFW Post 8555 By: _____

Name: Johnathon Farrell, Commander (or Authorized Designee)

Title: Commander

Date: _____

Renter By: _____

Printed Name: _____

Date: _____

AC units must be turned off every night.