



Townsend VFW Post 6538

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Conditions of Contract

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VFW Function Hall Agreement

1. **DEPOSITS:** Deposits are required on all Function Hall rentals with the exception of a Funeral reception. A reserved date will be confirmed only upon receipt of a deposit. Deposit and All forms must be received and confirmed by the manager within five (5) days after the reservation is made. No reserved date can be assumed and prices may be subject to change until that time.
 - Deposits are refundable only up to 90 days prior to the event unless arrangements have been made with the management.
 - The **Deposit required is \$50.00** and must be presented with the completed and signed **VFW Function Hall Agreement** and **Waiver of Liability** form within five (5) days of reservation. **The Balance is due 2 weeks prior to the event.**
2. **HALL RENTAL:** All Hall rentals are for four (4) hours except for the three (3) hour children's birthday party and funeral receptions. If additional hours are needed it must be approved by management prior to the start of the function. There are two (2) rentals per day – Morning/Afternoon rental times are 8am-4pm, Evening rental times are 6-11pm. Any additional fees will be expected at the end of the function.
3. **CAPACITY:** The Function Hall has a maximum capacity of 100. There are twelve (12) round tables that seat eight, three (3) buffet tables and four (4) small cocktail tables available. **No tables on the dance floor without prior approval.** All exits must remain clear during the function.
4. **KITCHEN USE:** All food brought in must be fully prepared. The use of the kitchen facilities (oven, stovetop, microwave, refrigerator, freezer, dish sink) is limited to keeping food warm/cold until served and cleaning up dishes afterward. The VFW Does Not Loan Kitchen Ware.
5. **BEVERAGES:** The VFW Post will provide all alcohol / soft drinks for the event when a bartender is used. Soft drinks may be provided by the renter if no bartender is used. **No alcohol may be brought into or leave the Function Hall by the renter or the renter's guests at any time. Per Massachusetts state liquor statutes, only alcoholic beverages served by the VFW Post on the premises are allowed.**
 - Guests must possess and display a valid form of identification verifying their age when asked for by the bartender.
 - We may, at our discretion, limit or deny service of alcohol to any person that appears to be consuming more alcohol than is to be considered responsible and safe.
 - The VFW Post reserves the right to insist that any person violating this policy must leave the premises immediately. The bartender also reserves the right to close the function down if these conditions are violated.
 - **If minors are found to be in possession of or drinking alcohol, the event Will Be Shut down immediately and the proper action will be taken.**
Post 6538 asks that you support us in meeting this responsibility.

6. **LIQUOR LICENSE:** A one day Liquor license is required if any alcohol is to be served during a function.

NOTICE – Town of Townsend Requires a 30 Day Notice for All one (1) day Liquor License.

7. **MINIMUM BEVERAGE PURCHASE:** A minimum beverage purchase of \$100.00 (for less than 40 guests) or \$150.00 (for 40 or more guests) is required if a bartender is used. Beverages purchased at the cash bar are deducted from the fee and if the minimum is not met the difference is due at the end of the function. For example, a group of 35 guests must purchase a total of \$100.00 from the bar. If the total is less than \$100.00, the difference must be paid.
8. **CATERERS:** All caterers are subject to the approval of the VFW Post and must supply a copy of their catering license as well as a Certificate of Insurance naming the Townsend VFW Post 6538 as the party insured for the date of the event. Any supplies/wares needed for the event must be provided by the caterer. No food preparation, cooking or baking will be allowed in the kitchen.
9. **DECORATING:** The Function Hall will be available for setup/decorating one (1) hour prior to the start of the event. If extra time is needed for decorating it must be approved by management.
- Special arrangements must be made for any items that must be delivered to the VFW Post in advance.
 - All decorations and displays proposed by the renter shall be subject to the approval of the VFW Post.
 - Decorations and entertainment are the responsibility of the renter. The VFW Post will not be liable for any loss or damage to such property.

Not Allowed:

- ✘ **No Confetti, Sparkles, Rice, etc.** to be thrown or sprinkled within the Function Hall, hall way or building areas.
- ✘ **No candles other than votive type** (candle 2 inches high by 1.5 inches diameter) can be used due to fire liability.
- ✘ **No decorations are to be taped, glued or nailed** (Tape, Command Strips, Nails or Thumb Tacks) to any wall, window, window frames, ceiling tile/grid, light fixture or door.

10. **GIFTS:** Please request one of your guests to be responsible for any money and gifts received during the event. Our employees are not authorized to hold gifts for safekeeping.
11. **HOURS OF OPERATION:** ► **Sunday-Thursday** - the Function Hall will close at 10:00pm with the last call at 9:30pm. All entertainment must end no later than 9:45pm. ► **Friday & Saturday** - the Function Hall will close at 12:00am. The last call is at 11:45pm. No alcohol after 12:00am. All entertainment must end no later than 11:45pm.
12. **FINAL CHANGES:** Final head counts, any service additions (i.e. linen rentals), and any seating arrangements are due ten (10) days prior to the function. **NO EXCEPTIONS.**
13. **PAYMENT:** Balance of payment in full is due prior to the start of the function with exception to

the minimum beverage purchase fee, which is due at the completion of the event. The renter whose signature appears on the VFW Function Hall Agreement will be personally responsible for all payments, fees and charges agreed upon. **Accepted payment policy: Cash and Check.**

14. **FACILITY CLEANING:** The facilities are expected to be left in the condition you rented it. All decorations, trash and left over food/containers must be entirely removed and placed into trash containers at the completion of the event. The manager or bar tender will inspect the Hall for cleanliness after the event. (Markings on walls, ceiling, doors, tables and chairs).

NOTICE: A \$125 clean-up fee will be assessed to the final bill if the Function Hall is not cleaned per these guidelines.

15. **DAMAGES:** The manager or bar tender will inspect the Function Hall for damage at the end of the event and prior to final payment. Any damage found beyond normal wear and tear will be the responsibility of the renter. This includes damage to the building, markings on walls, doors, tables, chairs and fixtures. Liability for damage to the premises will be charged a minimum of \$200 with final estimate charged accordingly, approximately 7-10 days after the event.

Do Not Use Command Strips – They Damage Drywall.

16. **PARKING:** Guest parking is available for all events at no extra charge. Overflow parking is available in the open yard area by the parking lot and across the pond at the VFW Memorial Park. Please - No parking along the entrance way or around area homes.

17. **SMOKING: The Townsend VFW Post 6538 is a smoke free environment. Smoking or Vaping is Not Permitted in any of the Posts buildings at any time.** Smoking is allowed outside the main Function Hall entrance at the table in the center of the landscaped area. Please use the ash trays provided. Please do not litter.

18. **ATM:** An ATM machine is located in the Canteen (members lounge) and may be used by guests at any time during the function. A fee will be charged by the ATM at the time of transaction. Post 6538 is not responsible for any fee's charged by the ATM or the user's financial institution.

I have read and accept this Conditions of Contract and hereby agree to all the terms and specific conditions set forth. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Townsend VFW Post.

Name (print): _____

Signature: _____

Date: _____