



**Terms and Conditions
For
Use and Rental
Of
Post Property**

Updated October 20th, 2025

This agreement outlines the terms and conditions for the rental or use of the property and facilities (the "Premises") belonging to **American Legion Post 86** (the "Post"). By signing the rental/use agreement, the individual, organization, or representative (the "Renter") agrees to abide by all conditions stated herein.

1. Booking, Fees, and Payment

- **Deposit Due at Booking:** The required **security/damage deposit** is due at the time of booking to reserve the date. The final deposit and rental fee amounts will be detailed on the **Post 86 Rental Agreement Form**.
 - **Final Payment Deadline:** The final and total rental fee balance is due **seven (7) days** before the scheduled event date. Failure to pay by this deadline may result in cancellation and forfeiture of the deposit.
 - **Deposit Return:** The security/damage deposit will be returned within **one to two (1-2) weeks** following the event, provided no damage has occurred and all clean-up obligations are met.
 - **Cancellation Policy:**
 - The security/damage deposit is **non-refundable** upon cancellation.
 - Cancellations made **more than 72 hours** prior to the event shall receive a refund of the total rental fee paid (minus the non-refundable deposit).
 - Cancellations made **within 72 hours** of the event will **not** receive a refund of the total rental fee.
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2. Post Mission and Appropriate Use

- **Mission Statement Acknowledgment:** American Legion Post 86 is a private, Christian, and veterans organization. The Renter acknowledges this foundational mission.
 - **Post Discretion:** The Renter agrees that approval of the event is subject to the **Post's sole and unilateral discretion**. The Post reserves the right to deny or immediately terminate any use of the Premises, or proposed event, that it determines **does not coincide with, disparages, or undermines** the Post's foundational mission, values, or standing as a veterans organization.
 - **Prohibited Activities:** The Premises shall not be used for any illegal activities or activities that violate federal, state, or local laws.
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3. Conduct, Compliance, and Liability

- **Capacity & Laws:** The Renter must adhere to the maximum indoor legal capacity (100 persons) and comply with all applicable local, state, and federal laws and ordinances.
- **Smoking:** Smoking is **strictly prohibited** inside the building.
- **Alcohol Policy:**
 - Alcohol is permissible, but **will not be provided, sold, or served by Post 86 staff**.

- If alcohol is involved, the Renter must provide a copy of the **valid TABC permit/license** or a copy of the signed contract with a **licensed, insured, and bonded dispenser** to Post 86 management **before the event date**.
 - The Renter must ensure no alcohol is served to minors or intoxicated persons.
 - **Assumption of Responsibility (Finalized):** The **Renter assumes all responsibility and liability** for any and all **damages to property** or any **injuries** (including death) that may occur to any person (Renter, guests, vendors, or invitees) arising out of or related to the use of the Post Premises, regardless of the cause.
 - **Indemnification:** The Renter agrees to **indemnify, defend, and hold harmless** American Legion Post 86, its officers, members, and employees from any and all claims or damages stemming from the Renter's use of the Premises.
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4. Property Care and Clean-Up

- **Damage:** The Renter is solely responsible for any damage to Post property, equipment, or grounds.
 - **Clean-Up:** The Renter must leave the Premises in the same condition as found.
 - **Excessive Cleaning Fee:** If the Premises require cleaning beyond standard post-event turnover, the Renter will be charged an **Excessive Cleaning Fee** of **\$\text{\\$200}** or more, depending on the actual cost incurred. This fee will be deducted from the security/damage deposit.
 - **Post Property:** The Renter shall not move, remove, or otherwise disturb any Post memorabilia, flags, photos, or military displays.
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5. Time Limits and Access

- **Rental Hours:** Total time of use includes setup and clean-up, as specified in the Rental Agreement.
 - **Overtime:** Use beyond the agreed-upon hours will be subject to an overtime fee of **\$100.00 per hour**, billed in **one (1) hour increments**.
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6. Governing Law and Dispute Resolution

- **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of **Texas**.
 - **Venue:** Any legal action or proceeding arising out of or related to this agreement must be brought exclusively in the courts of **Nacogdoches County, Texas**. The Renter consents to the jurisdiction of said courts.
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7. Force Majeure

- The performance of this agreement by either party is subject to **Acts of God** (e.g., severe weather, flood, fire, earthquake), war, government regulations, disaster, or other emergency conditions making it impossible to hold the event. In such an event, the Post shall not be liable for failure to perform, and the Renter will be eligible for a **full refund of the rental fee** (excluding the initial deposit, unless otherwise determined by Post management).
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8. General Provisions

- **Severability:** If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
 - **Entire Agreement:** This Terms and Conditions document, along with the signed Rental Agreement Form, constitutes the entire agreement between the Renter and American Legion Post 86, and supersedes any and all prior agreements or representations.
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By signing the corresponding Rental Agreement, the Renter confirms that they have read, understand, and agree to all the terms and conditions outlined above.