

CAPTAIN JOHN C. POST LODGE NO.44

FRATERNAL ORDER OF POLICE

Dayton, Ohio

CONTRACTUAL AGREEMENT FOR MEMBERS ONLY AREA

This contract is between \_\_\_\_\_ Member-user and the Fraternal Order of Police, Captain John C. Post No 44, for the use of the “members-only” area, Club 44 (hereafter referred to as “the backroom”), for a personal event. The term “Member-User” will hereafter describe the member entering into this agreement. The use of the backroom does not include use of any outdoor equipment. This signed contract and the deposit must be received within one week of a verbal agreement or it **will not** be honored.

The event date is \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_  
The hours of use may not exceed the contracted time period. This use of the backroom is with the full understanding and compliance of the following provisions:

The event is for the use of the Member-User for an event for him/herself or for an **immediate** family member (named below) as described in Article 10 of the most recent FOP 44 collective bargaining agreements, to also include Member-User or spouse’s uncle, aunt, nephew and niece:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Type of Event \_\_\_\_\_

- The Member-user must be in attendance for the event. If not in attendance, the event will be terminated; the Member-user will lose the deposit and
  - Any violation deemed by the Executive Board to be a significant breach of this contract may result in the Member-user being prohibited in the future from either acquiring the backroom for personal events or rental of the Lodge Hall.
  - Use of the backroom and equipment (less ice machine and deep fryer)
  - The base rate is \$100.00 for five (5) hours.
1. The use of the kitchen is absolutely **not** included, if the front hall is rented. Permission for the use of the kitchen is required otherwise.
  2. Includes opening of the backroom for a period of one (1) hour for set-up of the event. May be at a time other than just prior to the event, if scheduled in advance.
    - a. Each additional hour for the use of the backroom will be at a rate of \$10.00 per hour.
    - b. Use of the ice machine will be free of charge, if the kitchen is not rented.

- c. Oven usage is for re-heating purposes **only** and the oven must be cleaned by Member-user. The deep fryer is not included.
  - d. Member-users are permitted to cook on an outdoor grill; however, the Lodge will not provide a grill and, if one is used, the area around the grill must be cleaned up.
  - e. An additional \$25.00 fee will be assessed for opening the backroom at a time unconnected to the event.
3. A one hundred dollar (\$100.00) deposit is required at the signing of this contract, to be paid by Member-user. The deposit is not part of the event payment and will be returned in full, if there is no damage or misuse of said property. The event fee is due at time of the set up.
4. Member-user agrees to be fully responsible for damages occurring to the event areas (backroom, kitchen, and restrooms) during the event. Deposit will not be returned, if there are any damages.
5. Member-user agrees to be fully responsible for Lodge property that is removed from the premises without authorization.
6. No property is to be left at the Lodge after its use, and any property left is at the owners' loss.
7. Conditions pertaining to the use of the backroom and bar:
  - a. No alcohol or beer is to be brought in.
  - b. If any alcohol or beer is to be used, it will be sold at retail prices set - no wholesale prices.
  - c. If any alcohol or beer, other than draft (purchased from the Lodge) is used, a trained bartender, approved by Lodge #44, must be used. Prices for bartenders are available upon request.
8. If serving alcohol, the Member-user is responsible for any underage drinking and for any alcohol-related incident or any type accident that may occur on or off the Fraternal Order of Police Lodge premises. The Member-user is also responsible for all minor children. Underage drinking will result in the immediate termination of the event and the loss of the deposit.
9. The Member-user is responsible for him/herself and the actions of all guests. The Lodge retains the right to terminate the event due to the conduct of the Member-user or guests, and should the event be terminated, the Member-user will lose the deposit.
10. Except for cooking on a grill, the outside grounds are not to be used by the Member-user and event attendees. **The pond is off limits and its use is strictly prohibited.** The Member-user is responsible for ensuring there is no unnecessary loitering in the parking lot.
11. The cancellation of the event by the Member-user and partial return of fees is as follows:
  - a. Four (4) weeks prior to the scheduled event is a forfeiture of \$40.00.
  - b. Within the last (4) weeks of scheduled event is a forfeiture of full \$100.00.

- c. Extenuating circumstances to be evaluated on case-by-case nature by the Lodge #44 Executive Board.

12. Tables & chairs may be moved but are to be returned to their original location by the end of the event, or there may be a loss of deposit or a portion thereof. The couch **may not** be moved, if moved, you will lose your deposit. However, cleaning of the backroom is the reason for the event fee and will be done by members and/or employees of Captain John C. Post Lodge #44 as approved by the Trustees of Lodge #44.

- The maximum occupancy for the facility is 100 people. The Member-user is responsible for limiting the event attendees to this number.
- Do not throw rice anywhere on F.O.P. property. **Do not use confetti, metallic sprinkles or glitter for decoration.**
- Do not leave any trash in the parking area.

Signature of Member-user \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Deposit paid by: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Deposit to be returned to: \_\_\_\_\_

Address: \_\_\_\_\_

Make all checks payable to: F.O.P. Lodge No.44

Phone Number: (937) 237-7293

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For Lodge Use Only

Base Rate: \$ \_\_\_\_\_ Contracted Time (hours) \_\_\_\_\_

Additional Cost: \$ \_\_\_\_\_ Additional Time (hours) \_\_\_\_\_

Deep Fryer Use: \$ \_\_\_\_\_

Ice Machine Use: \$ \_\_\_\_\_

Additional Cost: \$ \_\_\_\_\_ Unconnected Time (hours) \_\_\_\_\_

Total Payment: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_