

AMERICAN LEGION POST 164
22125 KINGSLAND BLVD
KATY, TEXAS
FACILITY USAGE AGREEMENT

PREFACE

The American Legion is a voluntary veteran's organization based upon 4 pillars; Americanism, National Security, Veterans and Rehabilitation, and Children and youth. Post 164 is a non-profit, non-political member of the American Legion and only supports programs that enhance these 4 pillars. Since we are a non-profit, our Post operates on fees/donations from individuals, businesses, and other organizations that ask to use our facility. Please keep this in mind when you complete this agreement.

Execution of this agreement, does not constitute an endorsement or agreement of any organization/person or its chartered purposes, by Jonathan D. Rozier American Legion Post 164.

This Usage Agreement is entered into on _____, by and between POST 164 and (Group/Individual) Name: _____, the parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereafter contained, agree as follows:

DATE/TIMES OF PERMITTED USE POST 164, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants the named group permission to use the Post 164 Facility for (meeting/gathering/event) _____ to be held on (date(s)) _____ at (time/s) _____. Post 164 is a nonsmoking facility and serving of alcohol is not allowed.

Access to the Facility for the (meeting/gathering/event) will commence _____ (once/weekly/monthly) at _____ (time) until _____ (time) on the day indicated _____ (Monday-Sunday)

If recurring use is permitted, this agreement will expire on the date indicated above, or 6 months from the date this rental agreement is signed.

FACILITY CONTENTS

User(s) or its guests will not move, remove, or tamper with any American Legion displays contained in the facility or utilize the kitchen and its contents for the event agreed upon

TERMINATION

POST 164 may terminate this agreement based upon any one or more of the following events:

- A. User not meeting the requirements of this agreement.
- B. Mutual agreement

INTERFERENCE

User shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by POST 164 in any way. Users use hereunder will be done in such a manner so as not to interfere with or impose expenses upon POST 164 in maintaining the building.

RESTORATION

- User is responsible for removing all trash and debris after each meeting/occurrence.
- All food or beverages brought to the meeting/occurrence must be removed from the Post when event is concluded.
- User will be responsible for any damage that is a result of the user or their guest's actions.
- Use of projection equipment and kitchen must be approved by the Post representative.
- The use of tacks, nails, pins, transparent tape masking/ duct tape or staples to affix function decorations is prohibited.
- Post will not be held responsible for items left in the building following the event.
- The Post will not be responsible for accidents, personal injuries, or damages to automobiles in the parking lot.
- Parking area must be left free of cans, bottles, and debris.

INDEMNIFICATION

USER AND ANY AND ALL SUCCESSORS OR ASSIGNS SHALL HEREBY INDEMNIFY, DEFEND AND SAVE HARMLESS AMERICAN LEGION POST 164 (“POST 164”); INCLUDING ANY OFFICERS, AGENTS, AND EMPLOYEES OF POST 164; AND WEST MEMORIAL MUNICIPAL UTILITY DISTRICT (“DISTRICT”) INCLUDING ANY OFFICERS, AGENTS, AND EMPLOYEES OF THE DISTRICT, FROM AND AGAINST ANY AND ALL LOSS, COST (INCLUDING ATTORNEYS’ FEES), DAMAGE, EXPENSE, AND LIABILITY IN CONNECTION WITH CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, LOSSES, SUITS, OR ADMINISTRATIVE PROCEEDINGS, ARISING OUT OF ANY ACT OR NEGLIGENCE BY USING ORGANIZATION, ITS AGENTS, EMPLOYEES, CONTRACTORS, USERS INVITED REPRESENTATIVES, IN, ON OR ABOUT THE FACILITY. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. USER HEREBY RELEASES POST 164, AND THE DISTRICT BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO EQUIPMENT OR PROPERTY OF USER COVERED BY ANY INSURANCE THEN IN FORCE.

CANCELLATION

This agreement may be canceled at any time if the using organization, its members or guests violate the rules herein.

If this agreement is cancelled because of the using organization, its members or guests violate the rules herein, the using organization will forfeit one-half of the security deposit.

SIGNATURES

Post 164 Representative/Date

User’s Representative /Date