

## AMERICAN LEGION MEMORIAL POST 243

491 West Broadway Street, Oviedo, FL 32765

### SPACE USAGE APPLICATION

Organization or Individual Name: \_\_\_\_\_ Non-profit? Y or N

Point of Contact Name: \_\_\_\_\_ Post 243 Member? Y or N

Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Purpose/Type of Use: \_\_\_\_\_

\_\_\_\_\_

Usage date(s): \_\_\_\_\_ Start time: \_\_\_\_\_ End Time: \_\_\_\_\_

Proposed Facility Donation: \_\_\_\_\_ Security Deposit (\$150.00)

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**Conditions:** All American Legion décor and memorabilia will be respected and not disturbed or damaged, alcohol shall not be sold, and smoking (including, cigar, pipe, e cigarettes and vaping) will not be allowed inside the building. Any supplies and materials, if used or consumed, will be replaced in kind and quantity. Should usage be scheduled during regular business or school hours, vehicle parking shall not interfere with assigned school or office parking. User is responsible for clearing all trash generated and depositing it in the dumpster. The facilities are provided as-is and Post 243 makes no warranty regarding the suitability of the facilities for User's purposes.

User shall leave the facilities in the same or similar condition as received. Beyond ordinary wear and tear, User shall be responsible for any damage caused by use of the Space. User shall arrange for the repair of any such damage. In the event the User fails to make the necessary repairs, Owners shall arrange for the same at User's expense.

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Complete this page and email to:

[post243facilities@gmail.com](mailto:post243facilities@gmail.com)

## SPACE USAGE AGREEMENT

*Please read and initial the following before submitting for consideration*

\_\_\_\_ Right of Entry: Owner shall have the right to enter the Space at any time for any reasonable purpose, including, but not limited to, any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

\_\_\_\_ Indemnification: User hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by the User's occupation of the Space, including any acts or omissions on the part of the User, its employees, officers, directors, independent contractors, or other agents. User shall notify Owner of any damage or injury of which it has knowledge of in, to or near the Space, regardless of the cause of such damage or injury.

\_\_\_\_ Revocation: Owner shall have the right to revoke the License at any time prior to the Event Date, provide it gives User prior written notice of revocation. In the event that the Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by the User, Owner shall refund to User the full amount paid by User in connection with this Agreement, including the entire Deposit.

\_\_\_\_ Cancellation: User may cancel the Event by notifying the Owner, in writing, fourteen (14) days or more before the Event Date. In such an event, the Owner shall return to the User the full amount of the User fee. In the event that the Event is cancelled within fourteen (14) days of the Event Date, the Owner shall have the right to retain the full Deposit.

USER (print & sign when submitting request): \_\_\_\_\_

OWNER (print & sign once approved): \_\_\_\_\_

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Application received: \_\_\_\_\_

Reviewed by: CDR \_\_\_\_\_  
FC \_\_\_\_\_

One needed: 1V \_\_\_\_\_  
2V \_\_\_\_\_

Determination Date: \_\_\_\_\_

Applicant Contact: \_\_\_\_\_

If approved, agreement & deposit received: \_\_\_\_\_

POC open/close: \_\_\_\_\_ Phone number: \_\_\_\_\_