

FACILITY USE AGREEMENT

This Facility Use Agreement (herein the "Agreement") is effective as of November 13th, 2023 (the "Effective Date") and is made by and between the City of Madison, Alabama (herein the "City") and the Veterans of Foreign War Post 5162 (herein the "VFW") a non-profit organization.

WHEREAS the City and the VFW seek to enter a mutually beneficial agreement whereby the City shall provide the VFW meeting space upon its Premises in consideration for the continued volunteer work and outreach programs provided by the VFW to the community; and

WHEREAS the City is willing to provide the VFW with meeting space upon the terms and conditions listed below:

Now, therefore, the parties agree as follows:

- 1) VFW is granted a license to use Dublin Memorial Park, 8324 Old Madison Pike, Madison, AL 35758 and the Community Center, 1329 Browns Ferry Road, Madison, AL 35758 (herein the "Premises"). Use of meeting rooms and other common areas upon the Premise shall be provided to the VFW every third Tuesday of the month from 6:00 p.m. until 8:00 p.m. to accommodate meeting space for of up to thirty (30) persons.
- 2) VFW is granted an additional license to use the Premises for six (6) additional special meetings throughout the year that may last as long as three (3) hours. Such special meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to properly reserve space meeting the needs of the event.
- 3) VFW Auxiliary members, once established, shall also be granted a license to use the Premises once a month for a meeting of up to three (3) hours. Such Auxiliary meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to properly reserve space meeting the needs of the event.
- 4) The City shall provide meeting space as enumerated above to the VFW without payment of any monies to the City.
- 5) In consideration of the VFW securing regularly scheduled meeting space upon the Premises, the City acknowledges and expects that the VFW will continue the following activities and programs within the City of Madison:

- a. Buddy Poppy Drive
 - b. General volunteer support for local festivals and events
 - c. Partnering with community partners for City needs such as the Cemetery cleanup effort
 - d. Volunteer efforts with local schools
 - e. Adopt a Mile activities
 - f. Outreach to Homeless Veterans
- 6) The term of this agreement shall be one year from the Effective Date of November 13, 2023.
- 7) Either party may revoke this Agreement with three (3) months notification provided to the other party.
- 8) The VFW shall be allowed access to tables and chairs necessary to accommodate its meetings; however, the VFW otherwise accepts use of the Premises in an "as is" condition.
- 9) Any damages to the Premise caused by VFW or its meeting members, affiliates, agents and/or invitees will be the responsibility of the VFW.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

Veterans Foreign Wars Post 5162,

Commander Kent Cook

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that Kent Cook has signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, as such officers and with full authority, he executed the same voluntarily for and as the act of said organization.

Given under my hand and seal this _____ day of November 2023.

 NOTARY PUBLIC

City of Madison, Alabama, a municipal corporation

ATTEST:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, as such officers and with full authority, they executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and seal this ____ day of November 2023.

NOTARY PUBLIC

Remainder of page intentionally left blank.