



Veterans of Foreign Wars (VFW) Property Use Agreement

This Property Use Agreement ("Agreement") is entered into on _____ between VFW Post 9675, located at 6705 Whitney Rd. Papillion, NE 68133, hereinafter referred to as the "Indemnitee" or "VFW Post 9675," and _____, hereinafter referred to as the "Indemnitor" or "User."

1. User hereby agrees to accept the invitation to use the Sarpy County VFW Post 9675 property located at 6705 Whitney Rd. Papillion, NE 68133 ("Premises") for a period of _____ day(s). This Period of Use ("POU") shall be from _____ to _____, and any extensions to this POU, if retained, shall be in writing by the Post Commander or Quartermaster, or a duly authorized representative of VFW Post 9675.
2. User shall be unconditionally responsible for the conduct of its guests. With the exception of typical wear-and-tear, User hereby affirms that it is liable for any damage to all facilities, equipment, and property on the Premises, and, upon demand, shall be responsible for any and/or all repairs needed.
3. User affirms it is responsible for the cleanup of all tables, chairs, surrounding grounds, and the debris on the Premises. The Premises shall be returned to the same condition as when it was initially occupied for use. All trash generated will be removed from the Premises at the end of the POU, as we do not have trash service. If this does not happen, User affirms it shall bear full costs to remove any trash or debris left behind.
4. User hereby provides a certificate of insurance from its homeowner's or equivalent insurance policy that includes the VFW Post 9675 as an additional insured party for the POU.
 - (a). Policy #: _____
 - (b). Insurance Company: _____
5. User shall abide by the following rules:
 - (a). The possession of illegal substances and/or weapons/firearms on the Premises is strictly forbidden and prohibited. Discharge of firearms on VFW property is prohibited. VFW Post 9675 allows for Archery practice on its grounds, but only under adult supervision who has undergone a verified archery or hunter safety course.
 - (b). There is no dumping or open burning on post grounds. Campfires are allowed only in the upper or lower fire pits. All fires must be doused with water prior to turning in for the night. We have very limited water resources and a fire will destroy the property. There is no smoking inside the buildings. All cigarette butts will be picked up from the grounds and disposed of properly.
 - (c). The gates on the road into the post will be closed (not locked) at night prior to turning in for the night.

- (d). Firewood may be cut on the property from existing fallen timber or dead trees only. Under no circumstances, will a living tree be cut down for recreational purposes. The purpose of this rule is to clear the property of dead or fallen trees and not to make a larger mess with more piles of brush. Please cleanup after yourself.
 - (e). Private homes as well as our post custodian(s) are located nearby and/or on the post property. Keep the noise down after 11:00 PM. Please be considerate to our neighbors.
 - (f). Stay on the post property. A map is attached with coordinates to provide you with Post boundaries. Be advised for safety, that firearms are periodically discharged on adjacent properties without warning. Our neighbors are friendly so we would like to keep it that way.
 - (g). User assumes full responsibility to ensure no alcohol is consumed by minors and that no person(s) under the influence of alcohol is allowed to drive a vehicle from the property.
 - (h). An accurate attendance log will be established and maintained at all times. **NO EXCEPTIONS.**
6. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.
7. Hold Harmless Clause

WHEREAS, the User agrees to assume full responsibility and liability for any injuries, damages, losses, or claims arising from the Activity, pursuant to Nebraska Revised Statute 37-734, which limits landowner liability for invitees or permittees; and

WHEREAS, VFW Post 9675 agrees to permit the User to use its property for _____,
hereinafter referred to as the “Activity”; and

WHEREAS, the spirit and intent of this Agreement is to allow community organizations to use VFW Post 9675’s property without charge, in exchange for the User’s agreement to assume all liability for their actions and conduct and to hold VFW Post 9675 harmless for any incidents or accidents that may occur during the use of the property.

NOW, THEREFORE, the parties agree as follows:

- (a). **ASSUMPTION OF RISK AND LIABILITY** The User acknowledges and agrees that VFW Post 9675 shall not be responsible or liable for any accidents, injuries, damages, losses, or claims, whether to persons or property, arising out of or related to the User’s use of VFW Post 9675’s property for the Activity. The User assumes full responsibility and liability for any such incidents, pursuant to **Nebraska Revised Statute 37-734**, which provides that a landowner is not liable for injuries to invitees or permittees using the property for recreational or other purposes without charge.
- (b). **HOLD HARMLESS AND INDEMNIFICATION** The User agrees to indemnify, defend, and hold harmless VFW Post 9675, its officers, members, agents, and representatives from and against any and all claims, demands, suits, liabilities, damages,

losses, costs, or expenses, including reasonable attorney's fees, arising out of or related to the User's use of the property, including but not limited to any injuries, damages, or losses caused by the User's actions, conduct, or negligence during the Activity.

- (c). **SCOPE OF USE** The User agrees to use the property solely for the Activity described above and in accordance with all applicable laws, regulations, and VFW Post 9675 policies. The User shall ensure that all individuals or groups participating in the Activity conduct themselves in a safe and responsible manner.
- (d). **NO WARRANTY** VFW Post 9675 makes no warranties, express or implied, regarding the condition or safety of the property. The User accepts the property in its "as-is" condition and acknowledges that they have inspected the property and deemed it suitable for the Activity.
- (e). **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including but not limited to **Nebraska Revised Statute 37-734**, and any shall be governed by the jurisdiction of Sarpy County Court.
- (f). **ENTIRE AGREEMENT** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Property Use Agreement as of the date first written above.

VFW POST 9675 (Indemnitee)

By: _____
Authorized Representative Name: _____
Title: _____
Date: _____

USER (Indemnitor)

By: _____
Authorized Representative Name: _____
Title: _____
Date: _____