

# **FACILITY USAGE/INDEMNITY AGREEMENT**

**(Attachment 2b)**

PARISH: \_\_\_\_\_  
PARISH is understood to include the Archdiocese of Washington

FACILITY USER: \_\_\_\_\_

DATES AND TIMES OF FACILITY USAGE: \_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_

FEE: \_\_\_\_\_

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. When applicable, FACILITY USER also agrees to maintain statutory workmens' compensation coverage to cover all employees and will provide a certificate of insurance to the PARISH. FACILITY USER also agrees to have the PARISH as an "Additional Insured" on its general liability policy for the DATES OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

FACILITY USER agrees that it will not engage in or advocate or allow others present at the function to engage in or advocate behavior objectionable to the Catholic Church, including but not limited to drunken, lewd, profane, or obscene behavior. If PARISH personnel observe such behavior, PARISH may, in its sole discretion, terminate the function immediately without incurring any obligation to refund any fees or security deposits paid to the PARISH by FACILITY USER. FACILITY USER shall abide by all applicable laws and regulations, including regulations governing permissible levels of noise, and protect, hold harmless, and indemnify PARISH against any charges, fines, fees, or costs assessed against PARISH in connection with FACILITY USER's violation of any law or regulation. FACILITY USER shall promptly and fully comply with any request by the PARISH to reduce the amount of noise created by FACILITY USER's event. If FACILITY USER fails to so comply, PARISH may, in its sole discretion, terminate the function immediately without incurring any obligation to refund any fees or security deposits paid to the PARISH by FACILITY USER.

FACILITY USER shall be responsible for obtaining and maintaining at its own expense, and represents and warrants that it now has, all licenses, permits and certifications required by any government agency or professional licensing organization. FACILITY USER shall comply with all laws and regulations applicable to its business, and shall conduct its business in a manner consistent with the highest professional standards in its industry. FACILITY USER shall pay all fees, fines, taxes, and any other costs, including reasonable attorney's fees, assessed against or incurred by the PARISH in connection with any action or controversy relating to the conformity of the PARISH's property's uses under this agreement with property's tax exemption, the compatibility of the FACILITY USER's activities on the PARISH's property with the PARISH's certificate of occupancy for the property, or any other alleged zoning or regulatory infraction relating to FACILITY USER's activities on the Parish's property.

PARISH is excused without liability from performing this Agreement if, in its sole discretion, the PARISH's facilities must be closed on the date or dates of facility usage due to inclement weather, riot, strike, fire, flood, act of terrorism, or any other circumstance over which the PARISH cannot reasonably be expected to exercise control. If PARISH's facilities must be closed on the date or dates of facility usage, the PARISH will make the applicable facility available to FACILITY USER at a later date or dates of PARISH's choosing at no extra cost to FACILITY USER if FACILITY USER so desires. PARISH expressly reserves the right to cancel the event, at no liability to the parish and with no obligation to reschedule the event or return any applicable deposit, if FACILITY USER fails to fulfill FACILITY USER's obligations to carry insurance as provided above.

*Additional terms and conditions (PARISH USE ONLY):*

FACILITY USER:

Signature: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

PARISH:

Signature: \_\_\_\_\_  
(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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