

ADDENDUM TO LEASE

INVOLVING POTENTIAL CONTACT WITH MINORS

(Attachment 5b)

GENERAL LIABILITY INSURANCE: TENANT shall maintain general liability insurance of not less than one million dollars (\$1,000,000) per occurrence and abuse and molestation coverage of not less than one million dollars (\$1,000,000) per occurrence for the duration that TENANT rents or uses LANDLORD'S property and name the LANDLORD as additional insured on such policy(s) of insurance. It is further agreed that TENANT agrees to protect, indemnify, defend and hold harmless the LANDLORD against and from any claim or cause of action arising out of or related in any way to TENANT's use, including but not limited to those claims which are caused or brought by TENANT, or its employees, agents, students, members or officers.

BACKGROUND CHECKS AND DISQUALIFYING OFFENSES: TENANT agrees to be responsible for screening and conducting background checks of all of its employees, agents, members, officers, volunteers and contractors. TENANT shall not permit any employee, agent, member, officer, volunteer, or contractor of TENANT to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, volunteer, or contractor has been convicted of any sexual offense or any crime of violence as defined in § 14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If a contractor uses a subcontractor in the course of performing its work for TENANT, TENANT shall impose via written contract with the contractor the same requirements and prohibitions on the contractor that this paragraph imposes on TENANT.

FIRE DAMAGE INSURANCE: TENANT shall maintain fire damage insurance (fire legal liability) for the term of the lease in the minimum amount of two million dollars (\$2,000,000).

WORKER'S COMPENSATION INSURANCE: TENANT shall maintain worker's compensation insurance as required by law.

AUTOMOBILE LIABILITY INSURANCE: TENANT shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the TENANT's business. Automobile liability coverage should be maintained by the TENANT in the minimum amount of one million dollars (\$1,000,000) combined single limit.

ADDITIONAL INSURED: TENANT will name the LANDLORD as *additional insured* on its liability insurance policies for the duration of TENANT'S renting or using LANDLORD'S property for claims arising out of TENANT'S operations or made by TENANT'S employees, agents, students, guests, customers or invitees. TENANT must verify that its insurance policies are primary in the event of a covered claim or cause of action against LANDLORD. TENANT will provide proof to LANDLORD that the insurance requirements have been met as outlined in this contract. *If and only if* TENANT fails to fulfill the insurance requirements contained in the Addendum, then TENANT agrees to defend, hold harmless and indemnify the LANDLORD against and from any claim or cause of action arising out of TENANT'S operations or any claim or cause of action which is brought against the LANDLORD by TENANT, its employees, agents, students, guests, customers, invitees, even if such claim or cause of action arose from the negligence of LANDLORD, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE LANDLORD: LANDLORD may at any and all reasonable times enter premises leased to TENANT for inspection purposes.

NO WAIVER OF SUBROGATION: LANDLORD does not waive any rights of recovery against the TENANT for damages that covered by the LANDLORD'S property insurance coverage. TENANT and LANDLORD agree that this Addendum overrides any and all portions of previous agreements between TENANT and LANDLORD that contain language in contradiction with this agreement.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to conflict with local or state or national statutes, both TENANT and LANDLORD agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

TENANT:

LANDLORD:

Signature: _____

Signature: _____
(LANDLORD is understood to include the
Archdiocese of Washington)

By: _____
(PRINT NAME)

By: _____
(PRINT NAME)

Date: _____

Date: _____

START DATE OF LEASE (understood to be date signed if left blank): _____

Instructions to LANDLORD (LANDLORD Use Only): This Addendum to Lease stands on its own as a legal contract between LANDLORD and TENANT should this Addendum not be incorporated or attached to a lease.