

FACILITY USAGE AND INDEMNITY AGREEMENT
(For Unaffiliated Organizations as defined in the Instructions)

The undersigned Parish/School and Facility User agree to enter into this Facility Usage and Indemnity Agreement (“Agreement”) as of the date approved and signed by the Parish or School.

PARISH/SCHOOL: _____

(The Facility User acknowledges that for purposes of this Agreement, the term “Parish” or “School” also expressly includes Bishop of Charleston, a Corporation Sole, also known as the Catholic Diocese of Charleston.)

FACILITY USER: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

OFFICE PHONE NO.: _____ **MOBILE PHONE NO.:** _____

EMAIL ADDRESS: _____

The Facility User, for itself and its owners, members, participants, agents, family members, officers, volunteers, partners, invitees and/or associates, and the Parish/School agree as follows.

1. **FACILITY:** _____

2. **DATES/DAYS OF FACILITY USAGE:** _____

Hours of Usage: _____

3. **PURPOSE OF FACILITY USAGE:** _____

4. **SPECIFIC TERMS OF FACILITY USAGE:**

A. Rental amounts required and when payable: _____

B. Other special provisions: _____

C. The number of people attending a function at the Facility at any given time shall not exceed _____ persons.

5. **GENERAL TERMS OF FACILITY USAGE:** The Facility User acknowledges and agrees as follows:

A. The Parish/School Facilities Usage Policy (the “Usage Policy”) has been provided to the Facility User, and the Facility User agrees that it and all persons using the Facility, will abide by the Usage Policy and the rules and regulations (and any other rules provided to the Facilities User by the Parish/School) for the general use of the Facility set forth herein during the time the Facility is in the possession of or being used by the Facility User.

B. The use of the Facility by the Facility User shall be non-exclusive and the Parish/School reserves the right to use the Facility to the extent such use does not unreasonably interfere with the agreed usage by the Facility User.

C. It is the sole responsibility of the Facility User to ensure that the serving of alcoholic beverages at a function is done in accordance with the laws and regulations of the State of South Carolina, and any applicable local ordinances. Among other requirements, no minor under the age of 21 shall serve alcohol or be permitted to consume alcoholic beverages anywhere at the Facility or on Parish/School property.

D. The Facility User agrees that it will at all times strictly comply, and cause those using the Facility in connection with Facility User's event to comply, with all applicable governmental laws and ordinances, including but not limited to fire codes and nuisance laws.

E. Smoking is not allowed inside the buildings of the Facility or anywhere outside on the grounds of the Facility.

F. The Facility User acknowledges that, if the Facility is located within a residential area, any loud or boisterous activity that unreasonably disturbs the nearby neighbors is strictly prohibited. If an event held at the Facility becomes loud or boisterous, the Pastor of the Parish reserves the right to terminate the function immediately without prior warning. If necessary, the Parish/School is empowered to engage the assistance of law enforcement to assist in causing the event to end and to require those present to vacate the Facility and leave the Parish/School's property.

G. The Facility User must designate a responsible adult of more than 21 years of age to be present during the time the Facility is being used by the Facility User, and adequate adult supervision, as well as security personnel in appropriate circumstances (such as, by way of example only, a teen dance or party), must be provided when persons under the age of 21 use the Facility.

H. Animals are not allowed inside the Facility except working service dogs assisting persons with disabilities.

I. Decorations may not be affixed to the walls or ceilings in any manner whatsoever.

J. No frying of food inside the Facility is permitted, and no food particles or waste may be placed down any drain in the Facility.

K. The Facility will be left in clean condition at the conclusion of the Facility User's usage. All garbage must be bound in plastic bags and removed to the outdoor disposal bin, and furniture and equipment must be returned to its former location. Lights are to be turned off and all doors and windows must be locked. All foodstuffs (including condiments) must be removed from the refrigerator. When the Facility is not in use, thermostats are to be set at 82 degrees in the warmer months and 62 degrees in the colder months.

L. If the Facility User causes or allows the Facility to be damaged or fails to leave the Facility in the required condition, the Parish/School shall be entitled to take any actions necessary to repair any damage and return the Facility to the required condition and to recover from the Facility User all costs incurred in connection with doing so.

M. The Facility User shall not be allowed to make duplicate copies of any keys to the Facility and shall safeguard and keep any keys in a secure location while in its possession, and Facility User shall promptly return all keys provided by the Parish/School immediately upon the conclusion of the permitted use. The Facility User shall be responsible for any vandalism or other damage resulting from of a violation of the foregoing requirements regarding keys, including but not limited to any costs incurred by the Parish/School in changing locks, should it in its sole discretion deem such action appropriate.

6. **INSURANCE REQUIRED:** The Facility User shall provide to the Parish/School a certificate of insurance documenting the existence of commercial general liability coverage in the minimum amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate covering all use by Facility User of the Facility. The Parish/School and Bishop of Charleston, a Corporation Sole, DBA the Catholic Diocese of Charleston, 901 Orange Grove Road, Charleston, SC 29407 shall be named as additional insureds under such policy. It is not sufficient to simply obtain a certificate of insurance that names the Parish/School as a “certificate holder.” In addition, an endorsement to the Facility User’s liability insurance policy evidencing the above-required additional insured status must be provided to the Parish/School. Provided, however, in lieu of a Facility User obtaining and providing evidence of the above-required commercial general liability insurance, either the Parish/School or an Unaffiliated Organization would be eligible to purchase “special events” liability coverage through the Parish/School via Catholic Mutual Group. The application for this coverage can be accessed here [[link to 2017-18 special events application](#)]. This coverage is generally intended for individual events lasting no longer than 3 days, rather than for recurring use of the Parish/School facilities. Guidelines for use of “special events” coverage can be found here [[link to special events coverage information](#)]. Any questions regarding the “special events coverage” can be directed to Eric Meister at Catholic Mutual (emeister@catholicmutual.org, 843-261-0472). Facility User’s liability insurance coverage shall be primary and there will be no waiver of subrogation by Parish/School and the Diocese.

7. **DEFAULT AND TERMINATION:**

A. The provisions of this Agreement and any and any other rules established by the Parish/School must be honored at all times by all persons using the Facility. Failure of the Facility User or anyone allowed by the Facility User in the Facility to abide by the terms of this Agreement, including the Usage Policy and the Rules shall constitute a default under this Agreement. In the event that the Facility User is in default, the Parish/School shall have the right to immediately terminate this Agreement. Upon termination, the Parish/School shall be entitled to immediate possession of the Facility and the Parish shall be entitled to immediately remove the Facility User and others from possession of the Facility.

B. The Parish/School also shall have the right to terminate this Agreement at its discretion, with or without cause, by giving the Facility User at least 30 days written notice of such termination. Failure of the Facility User to vacate the Facility on the date of such termination shall constitute a default under this Agreement.

C. Should the Parish/School find it necessary to take legal action to enforce the Facility User’s obligations under this Agreement, the Facility User agrees to be responsible for reimbursing the Parish/School for all costs in connection with same, including but not limited to reasonable attorneys’ fees.

8. **RELEASE, HOLD HARMLESS AND INDEMNITY:** The Facility User, on behalf of itself, its members, participants, agents, family members, officers, volunteers, partners, invitees and/or associates: (1) agrees to defend, protect, indemnify and hold harmless the Parish/School and its members, agents, officers, employees, clergy, volunteers and/or affiliates (the “Released Parties”), with respect to any and all injury, disability, death and/or loss and/or damage to person and/or property occurring during or arising out of the Facility User’s use of the Facility, WHETHER CAUSED BY THE NEGLIGENCE OF THIRD PARTIES, THE RELEASED PARTIES OR OTHERWISE, except that which is the result of gross negligence of the Released Parties; (2) waives any and all duty of the Parish/School to warn and/or protect the Facility User of any and all dangers, whether hidden, open, obvious or otherwise, whether or not Parish knows of, has reason to know of, and/or could reasonably discover, such dangers; and (3) knowingly and freely assumes all risks of using the above-designated Facility, BOTH KNOWN AND UNKNOWN, and assumes full responsibility for the usage of the Facility and the participation of the Facility User and its members, participants, agents, family members, officers, volunteers, partners, invitees and/or associates in any and all activities conducted in, on or around the Facility.

9. **MISCELLANEOUS:**

A. If any provision of this Agreement is held invalid, it is agreed that the balance thereof shall remain binding against the parties, and shall remain in full legal force and effect.

B. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

C. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by both parties.

D. FACILITY USER HAS READ THIS FACILITY USAGE AND INDEMNITY AGREEMENT AND THE ATTACHED FACILITIES USAGE POLICY AND ANY OTHER APPLICABLE RULES PROVIDED TO IT, WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT, AND FULLY UNDERSTANDING ITS TERMS, FREELY AND VOLUNTARILY SIGNS AND AGREES TO BE BOUND HEREBY. THIS AGREEMENT IS SUBJECT TO THE ACCEPTANCE BY THE PARISH/SCHOOL AND IS NOT BINDING AND EFFECTIVE UNTIL SIGNED BY THE PASTOR OF THE PARISH OR THE SCHOOL PRINCIPAL OF A NON-PARISH SCHOOL.

NAME OF FACILITY USER: _____

By: _____
Signature of Authorized Agent of Facility User

Print Name

Title

Date: _____

PARISH/SCHOOL: _____

By: _____
Signature of Pastor of Parish/School Principal of Non-Parish School

Print Name

Title

Date: _____

[QUESTION: Actually physically attach Facilities Usage Policy to this document? Provide link to it and a sample COI?]