



## RENTAL AGREEMENT Outside User Event

This agreement is between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Renter”). Owner is willing to rent premises known as \_\_\_\_\_ for the following purpose: \_\_\_\_\_ on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

### IT IS AGREED:

1. **Rent.** The rent to be paid to Owner is \$\_\_\_\_\_.
2. **Additional Charges.** An additional charge of \$\_\_\_\_\_ per hour will be paid if an Owner agent is present to coordinate the use of the premises.
3. **Cleaning Deposit, Damages.** Renter will pay a cleaning deposit of \$\_\_\_\_\_. Renter shall return the premises in as good or better condition as received or any cleaning deposit will be forfeited. Any loss or damage to Owner’s property as a result of Renter’s use will be paid by Renter. Renter has inspected and accepts present condition of premises.
4. **Indemnification.** Renter shall indemnify, defend and hold harmless Owner and the Archdiocese of Portland in Oregon, their officers, employees and agents, from and against any and all claims, losses, liabilities, damages, costs, actions or expenses (including attorney fees) arising out of or related to any activity of Renter on the premises. Owner shall have no liability to Renter for any loss or damage caused by third parties or by any condition of the premises, except to the extent the same is the result of Owner’s gross negligence.
5. **Liability Insurance.** (Check appropriate box below.)
  - Insurance required.** Renter shall purchase through Owner “TULIP Insurance” (Outside Users Liability Insurance).
  - Insurance not required.** Insurance is not required if approved by Pastor and if Lessee is a parishioner or outside group of 50 or fewer persons who will not be using alcohol.
  - Insurance provided by renter. This is not an option for “TULIP” events.** Group has provided blanket insurance, which is on file with the Risk Management office, or, will provide insurance as outlined below, prior to the beginning of this activity.

**(A) General Liability Insurance.** Renter shall provide evidence of comprehensive general liability insurance with a combined single limit per occurrence of not less than \$1,000,000 each occurrence for bodily injury and property damage, and professional liability insurance, if licensed or other professional services are to be provided under this agreement.

**(B) Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required under this agreement without 30 days prior written notice from the Contractor or its insurer(s) to the Archdiocese/Parish.

**(C) Certificates of insurance.** As evidence of the liability insurance coverages required by this agreement, Renter shall furnish insurance certificate(s) and endorsement(s) acceptable to the Parish prior to commencing the use. The endorsement(s) shall name the Parish and the Archdiocese of Portland in Oregon, their officers, employees, agents and volunteers as additional insureds, but only with respect to the renter's use of the facilities as provided under this agreement. The endorsement(s) also shall state that the insurance is primary and not contributing with any insurance or self-insurance of the Parish and the Archdiocese of Portland in Oregon. Renter shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 6. Personal Property.** Renter shall be responsible for all of Renter's personal property and equipment. Owner shall have no responsibility or liability for loss of property or equipment of Renter or others, regardless of cause.
- 7. Use of Premises.** Renter shall not use the premises for any purpose other than the purpose stated above. Renter shall obey all applicable laws and regulations. Renter shall not make any improper or offensive use of the premises.

**OWNER:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Pastor/President

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

**RENTER:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Submit to:  
Archdiocese Insurance Program  
Risk Management Office  
2838 E. Burnside Street  
Portland, Oregon 97214  
503-234-5334 Fax: 503-234-2903  
[riskmanagement@archdpdx.org](mailto:riskmanagement@archdpdx.org)