

FACILITY USE AGREEMENT

Parish / School Full Name ("Parish")

Organization, Group, or Individual ("Contracting Party")	
Name of Organization, Group, or Individual:	
Contact Person:	Phone:
Mailing Address:	Alternate Contact Person:
City, State, Zip:	Alternate Phone:
Purpose of event:	

Event Details ("Event")		
Single Event	Recurring Use of Facilities	Frequency:
Date(s) of Use:	Time of Use: From	to
Area of Parish to be used:		
Estimated number of attendees: Youth (under 17): _____ Adults: _____		
Is Event open to the public? Y N	Is Event a fundraiser? Y N	
Will food be served? Y N Food Service Policy Reviewed _____ (Initials)	Will alcohol be served? Y N Alcohol Not Permitted Alcohol Policy Reviewed _____ (initials)	
Will Event be catered? Y N	Will alcohol be for sale? Y N (License required)	
Caterer:	Will there be carnival rides, bounce houses, etc? Y N	
Will the kitchen be used? Y N Cleanup Policy Reviewed _____ (Initials)	Will there be valet parking? Y N Parking Policy Reviewed _____ (Initials)	
Will there be decorations, sound equipment, lights, etc? Y N		
Description:		
Any Additional Provisions: (Use back or additional sheets if necessary. Initial each separate page.)		

Insurance Requirements	
At least 15 days prior to the Event, Contracting Party shall provide the Parish with a certificate of insurance with Comprehensive General Liability Insurance limits not less than:	
<ul style="list-style-type: none"> a. \$1,000,000 per occurrence and <u>coverage applicable to the event</u> - Where food and / or alcohol is served or any other activities deemed applicable by the Diocese Director of Risk Management b. \$500,000 per occurrence and <u>coverage applicable to the event</u> - All other events 	
The certificate shall indicate an endorsement to the policy naming The Roman Catholic Diocese of Dallas and the specific Parish/School (PARISH) as additional insured under policy, and that the coverage available to the PARISH under the policy is primary over any other coverage available to the PARISH . If contracting party does not maintain General Liability Insurance Coverage as set out above, or coverage is insufficient in amount or scope of coverage, Contracting Party will be required to purchase Special Events Insurance through the Diocese of Dallas. (Special Event Insurance is subject to limitations and exclusions. See policy for specific coverage.) Further, if Contracting Party utilizes any third party for catering, food service, alcohol service (where allowed), or any other services, Contracting Party will require the third party to provide the Parish a certificate of insurance similarly listing the Diocese and Parish as Additional Insured and will furnish the Parish copies of all licenses and permits that may be required by the Department of Health, Texas Alcohol and Beverage Commission, or other applicable local or state regulatory agency.	
Special Event Insurance Purchased Y N	Premium: \$ _____ (attach application)

Please Read Front and Back Carefully Before Signing	
CONTRACTING PARTY (HEREINAFTER INDEMNITOR) AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE PARISH, ("HEREINAFTER INDEMNITEE") INCLUDING THE DIOCESE, PARISH AND ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING INDEMNITOR'S OR ANY THEIR EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO THE USE BY INDEMNITOR OF THE PREMISES, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF INDEMNITEE, ITS OFFICERS, AGENTS OR EMPLOYEES.	
I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND ALL APPLICABLE POLICIES AND PROCEDURES.	
Signature of Contracting Party	Signature of Parish Representative
Date	Date

TERMS AND CONDITIONS CONTINUED

1. Contracting Party agrees to pay a rental fee ("Rental Fee") of \$_____ for the use of the Premises" to be available as described above. Contracting Party agrees to pay the entire Rental Fee no later than 30 days prior to the date of the event. The Contracting Party does not have permission to use any other portion of the Parish property. This Agreement is not assignable.
2. Contracting Party agrees to make a deposit of \$_____ ("Deposit") upon execution of this agreement as security against any damages to the Premises resulting from a use in violation of the terms of this Agreement. The Deposit is in addition to the Rental Fee. The deposit is refundable within ten (10) business days after the event. Contracting Party understands that the reservation of the Premises will not be finalized until the Rental Fee and the Deposit are received by the Parish business office.
3. Contracting Party agrees to notify the Parish of any cancellation at least sixty (60) days prior to the date of the scheduled event. Failure to notify of cancellation will be grounds for forfeiture of the Deposit or Rental Fee.
4. Contracting Party assumes responsibility to maintain and protect the Premises and is responsible for any damage occasioned by the use for which Contracting Party has reserved the Premises or for any injury to persons or damage to their possessions or to the real or personal property of Parish.
5. Contracting Party may not utilize any non-licensed third party provider where a license is required under any applicable laws, ordinances, or governmental rules and regulations.
6. Contracting Party agrees not to permit decorations or other materials be placed on interior walls, ceilings, furniture, windows by adhesive substance, tape, staples, nails or thumb-tacks.
7. Contracting Party agrees not to permit the littering of Parish facilities and grounds
8. Contracting Party agrees that no alcohol will be provided or served at the event without compliance with all state and local regulatory law. No smoking, illegal substances or weapons of any kind will be allowed in the Parish facilities, including the parking areas. Contracting Party may not use, or permit the use of, the Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Premises or any improvements on them. Contracting Party may not use, or permit use of, the Premises in any manner that results in waste or constitutes a nuisance or for any illegal purpose.
9. Contracting Party, at its own expense, will comply with, and will cause its officers, employees, agents, and invitees to comply with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises and must surrender the Premises in as good a state of repair and condition as they existed before the use.
10. Contracting Party agrees to vacate the facilities no later than the time indicated above. Additional rental fees for use or occupancy of the Premises after this time, will be charged at the rate of \$_____ per hour.
11. Contracting Party shall not engage in any practice contrary to any teaching, canon law, principle, doctrine, law or custom of the Roman Catholic Church as determined in the sole discretion of the then sitting Bishop of the Diocese of Dallas. Any violation of this provision will result in a cancellation of this agreement with a forfeiture of any fees by Contracting Party.
12. Events where minors are involved or in attendance, (Initial a or b):
 - a. If this agreement covers a "one-time" event and the Contracting Party does not have a formal Safe Environment Program, Contracting Party and all attendees agree to follow all Parish Safe Environment Rules.
_____ Initial
 - b. Where this agreement covers recurring events at the Parish, the sponsoring group must have a formal Safe Environment Program in place. The Diocese retains the right, but not the obligation to monitor the Group's compliance with this Procedure.
_____ Initial
 - c. Notwithstanding a or b above, this is in no way intended to imply or assert that Contracting Party and / or the event attendees are enrolled in the formal Roman Catholic Diocese of Dallas Safe Environment Program nor is there any assumption of liability by the Roman Catholic Diocese of Dallas for the actions or inaction of Contracting Party or attendees of the event in this regard, for which Contracting Party retains full responsibility.
13. Parish property is subject to many uses; therefore this Agreement is cancelable by Parish, for any reason, up to 30 days prior to the event. In the event of cancellation by the Parish all monies paid will be refunded as Contracting Party's sole and exclusive remedy.
14. If this is an agreement for recurring events, the agreement will expire on December 31st of the year indicated by the signature and date on the front. All agreements for recurring events must be re-executed and signed annually.
15. This agreement, all attachments, and all applicable Diocese and Parish / School policies and procedures incorporated by reference, represent the entire agreement between the Parties.

Additional Provisions: (if none, write "NOTHING FOLLOWS")

Contracting Party Initials _____

Parish Representative Initials _____