

## **Insurance**

The Facility Usage/Indemnity Agreement must be used when non-sponsored or non-affiliated groups use St. Joseph Seminary-Dunwoodie on a short-term basis. The Facility User, agrees to defend, protect, indemnify and hold harmless St. Joseph Seminary-Dunwoodie, Archdiocese of New York and His Eminence Timothy Cardinal Dolan against and from all claims and suits arising out of the activities 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 identified Facility Usage at St. Joseph Seminary-Dunwoodie.

Facility User agrees to provide a certificate of insurance to St. Joseph Seminary-Dunwoodie, which provides evidence of general liability coverage of not less than five million dollars (\$5,000,000.00) per occurrence. In addition, the Facility User needs to provide \$1 million in Automobile Liability Coverage as well current New York State Workers' Compensation Certificate. Facility User also agrees to have St. Joseph Seminary-Dunwoodie, Archdiocese of New York and His Eminence Timothy Cardinal Dolan named as 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 activities or are brought against St. Joseph Seminary-Dunwoodie. Facility User also agrees that its general liability insurance policies will be primary and non-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

When non-sponsored or non-affiliated groups do not have general liability coverage they may apply for Special Events Coverage. Most non-sponsored activities can be insured by Special Events Insurance policy. The non-sponsored or non-affiliated group must apply and purchase Special Events Insurance. The Special Events Policy provides \$1,000,000.00 in liability coverage and names the institution and the Archdiocese as an Additional Insured. The application for Special Events Insurance should be completed in full and must include the following information: Name of institution, Lessee information, please include the name of the individuals or organization holding the non-parish sponsored event. The premium for Special Event Coverage is \$100.00. All checks are to be made payable to Archdiocese of New York. Personal checks are not accepted. Please include type of activity including date, time, approximate number of participants, whether or not food and/or liquor is being served.

With the introduction of alcohol/liquor/beer into the event, significant liability exposure exists. We request the insurance department be made aware of any alcohol/liquor/beer 21 days prior to the event. The insurance department will need to assess the introduction of alcohol/liquor/beer at the event on an event by event basis.

All gambling permits need to be secured through City of Yonkers then provide copies of gambling permits to St. Joseph Seminary prior to the event. Without proper gambling permits there will be no gambling on site.

**ARCHDIOCESE OF NEW YORK**

**FACILITY USAGE/INDEMNITY AGREEMENT**

St. Joseph Seminary-Dunwoodie:

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St. Joseph Seminary-Dunwoodie is understood to include the Archdiocese of New York

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

DATES OF FACILITY USAGE: \_\_\_\_\_

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

To the fullest extent permitted by law, the FACILITY USER agrees to defend, protect, indemnify and hold harmless the St. Joseph Seminary-Dunwoodie against and from all claims and suits arising out of the work 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 identified FACILITY USAGE at the St. Joseph Seminary-Dunwoodie.

FACILITY USER agrees to provide a certificate of insurance to the St. Joseph Seminary-Dunwoodie, which provides evidence of general liability coverage of not less than five million dollars (\$5,000,000) per occurrence. FACILITY USER also agrees to have the St. Joseph Seminary-Dunwoodie named as an “Additional Insured” on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER’S activities or are brought against St. Joseph Seminary-Dunwoodie by FACILITY USERS’ employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees that its general liability insurance policies will be primary and non-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

If FACILITY USER fails to comply with the aforementioned condition, then to the fullest extent permitted by law the FACILITY USER agrees to protect, defend, hold harmless and fully indemnify St. Joseph Seminary-Dunwoodie for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the identified DATE(S) OF FACILITY

USAGE that is brought against St. Joseph Seminary-Dunwoodie by the 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 actual or alleged negligence of St. Joseph Seminary-Dunwoodie, its employees or agents, or the negligence of any other individual or organization. If any part of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

St. Joseph Seminary-Dunwoodie reserves the right at any time to cancel this FACILITY USAGE and this Agreement by prior written notice to FACILITY USER, either with or without cause. The Rector also reserves the right to unilaterally cancel this FACILITY USAGE and this Agreement without notice if he believes in his sole discretion that it is appropriate to do so.

In the event of a cancelation of this FACILITY USAGE and this agreement, the rental fee will be returned to the FACILITY USER.

The validity, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of New York and the courts of the State of New York shall have exclusive jurisdiction.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(FACILITY USER)

NAME (Please print): \_\_\_\_\_

