

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

*****APPLICATION*****

**FOR FACILITY USE AND RENTAL AGREEMENT
LUMEN CHRISTI RETREAT CENTER**

Name of sacred space facility at Lumen Christi Retreat Center (“Lumen Christi”) being requested (the “Facility”):

Menard Building

Date of requested use: _____

Time of requested use: from _____ A.M./P.M. to _____ A.M./P.M.

Applicant(s)’ full name and address: _____

Applicant’s phone number: _____

If Applicant is not an individual, please initial and complete as applicable:

_____ Applicant is a corporation or limited liability company

_____ Applicant is an unincorporated association

_____ Other: Describe in detail the legal structure of the organization _____

Please provide a complete description of the occasion for which the Facility is to be used: _____

Sacred Space. The Applicant herein understands and agrees that the Facility that is the subject of this Application is a sacred space for use by Roman Catholic Church entities and organizations. However, in the spirit of service to the community and in spreading the good news of Jesus Christ, a limited pre-approved use of the Facility by individuals, entities and organizations that are not a part of the Roman Catholic Church is sometimes allowed.

Conditions. Applicant understands and agrees that Applicant’s use of the Facility is solely within the discretion of the Director of Lumen Christi (the “Director”) and the Diocese of Houma Thibodaux (“Diocese”) and that the Director or the Diocese may withhold permission to use the Facility without cause or explanation. Applicant agrees and understands that any grant of permission to use the Facility shall be conditioned upon the accuracy of the information provided in this Application and that Applicant shall be bound by all of the terms and conditions of the rental of the Facility as contained herein and of the *Rental Agreement, a*

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

copy of which is attached hereto and made a part hereof as Exhibit “A”, AND upon the Applicant at all times respecting the sacred religious nature of our facilities (including the Facility herein) and abiding by the conditions, requirements and prohibitions set forth herein and in the *Sacred Space Facility Usage Policy of the Diocese of Houma Thibodaux*, a copy of which is attached hereto and made a part hereof as Exhibit “B”.

_____ (Initial) LIABILITY; INDEMNITY. To the fullest extent permitted by law, Lessor shall not be responsible for damages caused by any defects in the Leased Premises or the consequences thereof. Lessor shall not be liable for any damage to person or property sustained by Lessee or its employees, contractors, sub-contractors, guests or invitees or any other person(s), and any such liability is assumed by Lessee. Lessee agrees to defend, indemnify, and hold harmless The Roman Catholic Church of the Diocese of Houma-Thibodaux, Louisiana, and their members, directors, officers, employees, agents, successors, assigns and their related entities from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of or are any way related to Lessee’s use of the Leased Premises, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional acts, fault or willful misconduct of Lessee, its employees, agents, invitees, visitors, or contracting parties, premises liability and/or defects in the Leased Premises, and/or Lessee’s performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys’ fees related thereto. **LESSEE ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Roman Catholic Church of the Diocese of Houma Thibodaux, Louisiana FOR THEIR NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.**

_____ (Initial) Insurance. Applicant agrees that it shall have in effect, at all times during the Applicant’s use of the Facility, a policy or policies of general liability insurance in form and substance acceptable to the Diocese naming the Diocese as primary insured against claims which may arise out of Applicant's use of the Facility or which may be brought against the Diocese by Applicant’s employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Such insurance policy shall be with an insurer or insurers acceptable to the Diocese of Houma Thibodaux, shall provide coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence, shall be primary insurance for the benefit of the Diocese covering all liabilities, claims or causes of action that may arise or be asserted against the

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

Diocese. Applicant shall provide a certificate of such insurance to the Diocese evidencing the effectiveness of such coverage prior to any use of the Facility; the failure to provide such certificate prior to use of the Facility shall terminate all rights of the Applicant to use the Facility.

____ (Initial) Prohibited Events and Conduct. Applicant understands and agrees that events and conduct contrary to the tenets, morals and principles of the Roman Catholic Church are expressly prohibited in, on or about the Facility and that the Director shall have absolute authority to terminate any event or function that, in his or her sole discretion, violates the prohibition herein, including but not limited to the following expressly prohibited events and conduct:

1. Events that celebrate actions, rituals or behaviors inconsistent with accepted tenets, morals and principles of the Roman Catholic Church;
2. Events that promote conduct, products or activities inconsistent with the tenets, morals and principles of the Roman Catholic Church;
3. Conduct that is inconsistent with Roman Catholic Church teachings regarding morals and the sanctity of human life;
4. Events or conduct that celebrate marriage or the marital state of parties other than in the context of Roman Catholic sacred sacramental matrimony;
5. The ponds and other bodies of water on Diocesan property, which includes all of the properties of Lumen Christi Retreat Center, shall not be used by anyone for boating, swimming, fishing, or in any other any manner; it being agreed that violators of this prohibition shall do so at their own sole risk and peril and shall indemnify, defend and hold the Diocese harmless from any and all claims, costs and damages resulting therefrom; and
6. Conduct that is not in keeping with civil laws and regulations.

____ (Initial) Applicant acknowledges receipt of Exhibit "B," the Sacred Space Facility Usage Policy.

THIS APPLICATION COMPLETED, READ, SIGNED AND INITIALED by Applicant, in full understanding and agreement to be bound by the terms and conditions herein, on this _____ day of _____, 20____.

(PRINT NAME: _____)

[APPROVAL/DISAPPROVAL FOLLOWS]

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

APPROVAL/DISAPPROVAL

*******DISAPPROVAL*******

Application is **DISAPPROVED** THIS _____ DAY OF _____, 201____.

Director of Lumen Christi Retreat Center

******APPROVAL******

Application is **APPROVED** THIS _____ DAY OF _____, 201____, and a Rental Agreement (Exhibit "A") shall be executed by and between the Diocese and the Applicant/Renter.

Director of Lumen Christi Retreat Center

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

EXHIBIT "A"

*****RENTAL AGREEMENT*****

This Rental Agreement is entered into this ____ day of _____, 2_____, by and between:

The Diocese of Houma Thibodaux (the "Diocese"), the owner and operator of Lumen Christi Retreat Center ("Lumen Christi"), herein represented by the Director of Lumen Christi, Chris Domangue (the "Director");

and

_____ (Print full name of Renter) ("Renter"),
whose address is _____
_____.

The Diocese and the Renter (hereafter sometimes the "Parties") declare and agree as follows:

The Director: ____ (initial) warrants that the foregoing Application is complete in all respects, that all required signatures and initials of the Applicant have been completed; and ____ (initial) warrants that the certificate of insurance required herein has been received and is attached to this Rental Agreement for recordation and file in the Diocese's records.

The Application and all terms, conditions and prohibitions contained therein are incorporated and made a part of this Agreement as though copied verbatim herein.

The Diocese shall make (x-mark as applicable) the: Menard Building Souby Building (the selected building is hereafter the "Facility") available for purposes of: _____ (the "Event").

Event Date/Times. Upon execution of this Rental Agreement and payment of the required deposits, the Facility shall be reserved for Applicant/Renter on the Date of _____ (the "Event Date"). The times of Rental of the Facility shall be from _____ (AM) (PM) to _____ (AM) (PM).

Rental Charge. The rental charge for the Facility, including the deposits below, shall be determined as follows:

_____ \$3,400/night (Thursday, Friday, Saturday, Sunday) up to 40 people. Additional people \$89/night single occupancy, \$70/night double occupancy. The following meals will be included: _____.

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

_____ \$2,500/night (Monday, Tuesday, Wednesday) up to 40 people. Additional people \$89/night single occupancy, \$70/night double occupancy. The following meals will be included:_____.

_____ Daily rate \$300/day (Monday-Thursday) meals charged separately

_____ Daily rate \$1,000/day (Friday-Sunday) meals charged separately

Deposits. The following booking deposits are required to confirm the Event Date and must be sent back with this signed agreement within 7 days of the date of the execution of this Agreement as provided below.

- a. A **Non-Refundable Booking Deposit** of \$1000.00_____ to secure the Event Date, which is included in the Rental Charge.
- b. A **Refundable Damage/Cleaning Deposit** of \$500.00_____ to be returned after the Event *conditioned upon* the Facility being clean, in the same condition as it was prior to the Event and undamaged.

Final payment. Renter shall pay the full rental amount (the Rental Charge *plus* the Non-Refundable Booking Deposit *plus* the Refundable Damage/Cleaning Deposit) not later than the start of the scheduled Event date.

Cancellations. The booking deposit shall be non-refundable if the Event is cancelled. All cancellations must be in writing, in which case the Renter may transfer the booking fee to an alternate date within one year of the cancellation. The Refundable Damage/Cleaning Deposit will be refunded not later than two weeks of the date of receipt of written cancellation by the Director.

THUS DONE AND SIGNED by the Applicant/Renter, _____
_____ (**print full name of Renter**) on this _____ day
of _____, _____, after a complete reading of the whole and agreeing to be bound and abide by all of its terms and conditions, the terms, conditions and prohibitions of the Application and of the Sacred Space Facility Usage Policy of the Diocese of Houma Thibodaux, all of which are made a part hereof and incorporated herein.

Renter:

By: _____ (**print name**)

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

THUS DONE AND SIGNED by the Diocese, represented herein by Chris Domingue,
Director of Lumen Christi Retreat Center, on this ____ day of _____,
_____.

Chris Domingue, Director
Lumen Christi Retreat Center

EXHIBIT “B” to Application
*****SACRED SPACE FACILITY USEAGE POLICY*****

POLICY.

This policy shall govern the use by individuals, entities and organizations that are not a part of the Roman Catholic Church of sacred space facilities of the Diocese of Houma Thibodaux and of each of the Congregations, Offices, Commissions and Lay organizations that form part of the Diocese of Houma Thibodaux.

SACRED PURPOSE OF CHURCH FACILITIES.

The purpose of the facilities that are owned by the Lumen Christi Retreat Center and the Catholic Diocese of Houma Thibodaux (the “Church Facilities”) is to provide a venue for expressive association of the morals, teachings and principles of the Holy Roman Catholic Church, where the Congregation may gather the faithful to foster and disseminate the Roman Catholic faith, its teachings and morals, to celebrate the good news of Jesus Christ, and to serve the needs of our Catholic community. The Church Facilities are sacred religious places and it is the policy of the Congregation that such facilities may never be used in a manner that contradicts or is inconsistent with the foregoing purpose and the terms and conditions of this Policy.

CONDITIONS OF USE OF CHURCH FACILITIES BY PERSONS OR ENTITIES OTHER THAN THE CONGREGATION, AUTHORITY TO TERMINATE USE.

In the spirit of service to our community and in spreading the good news of Jesus Christ, the Church Facilities may, within the sole discretion of the Pastor of the Congregation and upon complying with the application procedures set forth herein and on the attached Application for Use of Church Facilities (the “Application”), be used by entities and organizations that are not a part of the Congregation and who commit to respect the sacred religious nature of our facilities and to abide by the guidelines and conditions of use set forth herein and in the Application. The Pastor of the Congregation shall have absolute control over the use of the Facilities and may deny permission for the use of the Facilities in his sole and absolute discretion.

The Pastor of the Congregation shall have absolute authority to terminate the use of Church Facilities, even if prior approval has been granted, if in his sole discretion the conduct, behavior, actions, or rituals being displayed or conducted at such event is not consistent with the sacred purpose of the Church Facilities as provided herein.

WHO MUST APPLY TO USE CHURCH FACILITIES.

Every individual, entity or organization wishing to use Church Facilities that is not officially part of the Congregation shall be required to comply with the policy, and follow the application procedures, set forth herein and in the Application. For purposes of illustration only, this policy shall apply and an application shall be required to be submitted by the following as a prerequisite to being granted permission to use Church Facilities for events that are not sponsored by the Congregation: parishioners, non-parishioners, Knights of Columbus, Girl and Boy Scouts, American Legion, sport teams that are not Congregation sponsored, municipal and civil parish organizations and entities. Funeral lunches are sponsored by the Congregation and no application shall be required for such events.

EXHIBIT "B" to Application
*****SACRED SPACE FACILITY USEAGE POLICY*****

INSURANCE REQUIREMENTS.

All individuals, entities, and events that are not covered by the policies of insurance of the Congregation shall be required to provide and maintain, at all times during which the Church Facilities are being used, a policy or policies of insurance insuring the Congregation and the Diocese of Houma Thibodaux (the "Diocese") against all claims, demands, or actions typically covered by a comprehensive general liability policy against the Congregation or the Diocese arising out of or in connection with Applicant's use or occupancy of the Church Facilities or by the condition of the Church Facilities resulting from any accident occurring at, on or in any way related to the Applicant's use of the Church Facilities or any part thereof. The limits of such policy or policies shall be in an amount not less than One Million (\$1,000,000.00) dollars with respect to injuries to or death of any one person, and not less than One Million (\$1,000,000.00) dollars aggregate with respect to injuries or death in any one accident or occurrence. The Congregation and the Diocese shall each be named as an additional insured under such policy or policies. Applicant shall, prior to any use of the Church Facilities, provide the Congregation with a certificate of such insurance issued by the insurer naming the Congregation and the Diocese as additional insured under such policy or policies and evidencing the existence and the effectiveness of such coverage during the entire use of the Church Facilities by the Applicant and the Applicants agents and representatives. A certificate of insurance that names the Congregation and the Diocese as a "certificate holder" shall not be acceptable for this requirement.

CERTIFICATION:

I certify that I have read the *Church Facilities Sacred Space Policy* set forth herein and above and that I understand its contents and agree to be bound by its terms. I understand that any use of the Church Facilities shall be subject to and governed by all of the terms and conditions of this policy.

APPLICANT

Date: _____

WITNESSED AND RECEIVED BY:

Authorized Representative of the Congregation