

**FACILITY USAGE LIABILITY, INDEMNITY AND DAMAGE AGREEMENT**

**PARISH/INDEMNITEE:** \_\_\_\_\_  
(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

**RENTER:** \_\_\_\_\_

**TYPE OF EVENT:** \_\_\_\_\_

**DATE OF EVENT:** \_\_\_\_\_

In consideration of the RENTER’S use of the FACILITY for the EVENT listed above, RENTER agrees as follows:

1. **TO** provide the Parish with a Certificate of Insurance naming the Parish and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as “the Indemnitees”), as Additional Insureds under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring RENTER’S liability for damage and injury to person and property arising out of RENTER’S acts or omissions related in any way to the EVENT. RENTER agrees to provide such Certificate to the Parish at least 10 days prior to the EVENT. RENTER also agrees to insure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Indemnitees.
  
2. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property arising out of RENTER’S acts or omissions related in any way to the EVENT.
  
3. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the EVENT, of any and all persons attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason related to the EVENT.
  
4. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys’ fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.
  
5. **TO** provide the Parish, at least 10 days prior to the EVENT, with Certificates of Insurance for all vendors, including, but not limited to, all performers, entertainers, bands and caterers, attending, or participating in, the EVENT, certifying that such vendors are insured for liability, with limits of at least \$1,000,000 per occurrence, for damage and injury arising out of vendors’ acts or omissions, and naming the Indemnitees as Additional Insureds for the EVENT.
  
6. **TO** assume entire responsibility for any and all damage to Parish property, real and personal, caused by RENTER, any person attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.

7. **TO** identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the RENTER'S responsibility to provide sufficient information about the planned Use to allow the Parish to make a determination whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the RENTER misrepresented the planned Use of the Parish Facilities. In that event, the RENTER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.

8. **THAT** in accordance with Minnesota Statute §363A.26, the Parish Facilities may not be Used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**RENTER-** *(Must be an official agent of RENTER)*