

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (the "Agreement") is made on _____,
20____ by _____ and _____ between
_____ (the "Lessor") and
_____ (the "Lessee").

The Lessor and Lessee agree as follows:

1. The Lessor agrees to allow the Lessee to have use of the facilities described in this Agreement under the terms set forth below:

LESSEE CONTACT NAME: _____

ADDRESS: _____

PHONE: _____

FACILITY: _____

USAGE: _____

DATE OF USAGE: _____

HOURS : _____ to _____

SPECIFIC PROVISIONS: See addendum

RENTAL FEE: \$ _____ (see attached Fee Schedule)

2. This Agreement is made solely for the period of usage set forth herein. The Lessee shall not use the facilities for any other purpose unless the Lessor expressly agrees. The Lessee shall not assign this Contract without the written consent of the Lessor. The Lessee agrees to abide by conditions for use of the Facility and equipment as established by the Lessor from time to time, including rules pertaining to building access, security, parking, signage, restroom use, food, room changes, weather-related items, etc.

3. Lessee shall be responsible to pay the Lessor for any damage to or breakage of the Lessor's property arising from Lessee's use of the premises, negligent or otherwise.

4. Lessee will not permit anything to be done in the premises, or bring or keep anything therein, which will violate the insurance policies on the premises, or any governmental laws, regulations or ordinances; and Lessee shall indemnify Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, for any loss or expenses incurred by a violation of this covenant.

It is specifically agreed that Lessee is solely responsible for obtaining any necessary licenses and/or permits and for compliance with all applicable laws and regulations, including those regarding service of alcoholic beverages if applicable.

5. The Lessor is not responsible for articles of clothing or other personal property or equipment lost, stolen, forgotten or damaged during or as a result of the Lessee's use of the premises.

6. Any use or rearrangement of Lessor's furniture shall be approved in advance by Lessor, and furniture shall be restored to its proper location after the Lessee's use.

7. The parking lot of the Lessor is available for the Lessee's use in common with others. The Lessor is not responsible for the security, adequacy or condition (in case of inclement weather) of the parking lot.

8. Lessee will save, defend, protect, indemnify and hold harmless the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, from any and all liability, claims and suits, by reason of personal injuries occurring to any person or persons on or about the premises, and agrees to assume all risks of loss, injury or damages of any kind or nature from any cause to any goods, merchandise, chattel or other property now or that may hereafter be on the premises, whether belonging to Lessee or others, arising out of Lessee's use of the property.

9. (a) Lessee shall provide evidence of general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Lessee shall have the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, named as "Additional Insureds" for the date of Lessee's use of the Facility in relationship to the type of Lessee's Facility usage for claims which arise out of Lessee's operations or are brought against Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole, by Lessee's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Lessee also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Lessee or the Roman Catholic Archbishop of Baltimore, a corporation sole.

10. Lessee certifies that its use of the Facility may involve substantial contact with individuals under the age of 18 ("Minors"). Substantial contact with Minors means contact in which the duration and scope in both time and exposure to Minors is neither rare nor limited and may occur on a routine and/or ongoing basis. Substantial contact includes any overnight activities with Minors. Lessee represents, warrants, verifies and agrees that all of the Lessee's employees, agents, volunteers and subcontractors who will be present at the Facility and/or working on behalf of the Lessee at the Facility have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with minors, or other criminal activity that would render them unsafe to have contact with minors. After the execution of this Agreement, Lessee shall conduct such a criminal background check on any new employee(s), agent(s), volunteer(s) and subcontractor(s) of the Lessee prior to any such person working or appearing at the Facility. Upon request of the Lessor, Lessee shall provide additional written verification

that all of the Lessee's employees agents, volunteers and subcontractors who are or will be present at the Facility and/or working on behalf of the Lessee at the Facility have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with minors, or other criminal activity that would render them unsafe to have contact with minors. The general liability insurance coverage furnished by Lessee under Section 13(a) of this Agreement must include coverage for sexual abuse of minors of \$300,000 per occurrence and \$500,000 in the aggregate.

11. If Lessee and the Lessor each affix initials of an authorized agent below, it is agreed that the Lessee's use of the Facility does not involve substantial contact with Minors and thus the provisions of Section 14 above do not apply.

Lessee's Initials: _____
Lessor's Initials: _____

12. Use of the facilities is subject to the needs of the Lessor in unforeseen circumstances. In the event the Lessor deems it necessary to cancel this Agreement all deposit monies paid shall be returned to the Lessee and the Lessee shall have no other claim against the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole.

13. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. The Lessee agrees to comply with all rules imposed by the Lessor and to pay the charges for the use of the Facility set forth herein and in any addenda, rate sheets or other documents attached to this Agreement, which are expressly incorporated into and made as part of this Agreement.

[Signature Page Follows]

LESSOR:

(Name of School or Parish Corporation)

By: _____
Name: _____
Title: _____

Date

LESSEE:

(Name of Lessee)

By: _____
Name: _____
Title: _____

Date