

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 <input type="checkbox"/> | Recurring Use of Facilities <input type="checkbox"/> | Frequency: _____ (weekly, monthly, etc) |
| Date(s) of Use: | Time of Use: From _____ to _____ | |
| Area of Parish to be used (the "Premises"): | | |
| Estimated number of attendees: Youth (under 18): _____ 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: | | |

****** PLEASE READ ALL PAGES CAREFULLY BEFORE SIGNING ******

CONTRACTING PARTY (HEREINAFTER INDEMNITOR) AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE PARISH, THE ROMAN CATHOLIC DIOCESE OF DALLAS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "INDEMNITEES") AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, OBLIGATIONS, ATTORNEY FEES, CLAIMS, DAMAGES, DEMANDS, SUITS, JUDGMENTS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING INDEMNITOR OR ANY OF INDEMNITOR'S EMPLOYEES, AGENTS, AND CONTRACTORS), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF, IN CONNECTION WITH, IN THE COURSE OF, OR INCIDENTAL TO THE EVENT AND/OR USE BY INDEMNITOR OF THE PREMISES, REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE.

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 as described above. Contracting Party agrees to pay the entire Rental Fee no later than _____ 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. Contracting Party agrees to vacate the facilities no later than the time indicated. Additional rental fees for use or occupancy of the Premises after this time, will be charged at the rate of \$_____ per hour. Contracting Party agrees to make a deposit of \$_____ ("Deposit") upon execution of this agreement as security against any damages to the Premises. The Deposit is in addition to the Rental Fee. The deposit is refundable within ten (10) business days after the event and when all other fees due are paid in full. 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.
2. Contracting Party agrees to notify the Parish of any cancellation at least _____ 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.
3. 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 damage to its possessions or to the real or personal property of Parish. Contracting Party agrees not to permit decorations or other materials be placed on interior walls, ceilings, furniture, or windows by adhesive substance, tape, staples, nails or thumb-tacks. Contracting Party agrees not to permit the littering or vandalism of Parish facilities and grounds. Contracting Party must surrender the Premises in a clean condition and in as good a state of repair and condition as the Premises existed before the use.
4. Parish does not provide security for any of Contracting Party's events or activities and assumes no responsibility for any lack thereof.
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 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.
7. 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.
8. Contracting Party shall not use the Premises for 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.
9. 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 meeting the Diocese minimum standards. 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.
10. Parish property is subject to many uses; therefore this Agreement is cancelable by Parish, for any reason, prior to the event upon notice to Contracting Party. In the event of cancellation by the Parish all monies paid will be refunded as Contracting Party's sole and exclusive remedy.
11. 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.
12. Insurance Requirements: At least 15 days prior to the Event, Contracting Party shall provide the Parish with a certificate of insurance evidencing Commercial General Liability insurance coverage with limits not less than:
 - a. \$1,000,000 per occurrence and coverage applicable to the event [for events where food and/or alcohol is served or any other activities deemed applicable]; OR
 - b. \$500,000 per occurrence and coverage applicable to the event [for 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 Commercial 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 or correct any deficiencies to their own Commercial General Liability insurance coverage. (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.

PARISH: Special Event Insurance Purchased? Y N (Attach application if Yes)

13. The Most Reverend Kevin J. Farrell, D.D., Bishop of the Roman Catholic Diocese of Dallas and His Successors in Office for the exclusive benefit of the Parish (the "Bishop") is the actual record owner of the Premises, which he holds for the Exclusive Benefit of the Parish. However, canonically, the Parish is the owner of the Premises as a juridic person and is responsible for its distinct patrimony. The Contracting Party agrees that this is the ownership status of the Premises and agrees not to contest such status at any time. The Contracting Party further agrees that the Bishop is not a third party beneficiary to the Agreement. Notwithstanding anything contained in this Agreement, the Contracting Party also agrees that it will only seek payment and assert claims, if any, related to the Premises, against the Parish, and shall not seek payment or pursue such claims, if any, against the Bishop. The Contracting Party agrees to look solely to the Parish for the satisfaction of any obligations under this Agreement or any obligations related thereto. The parties to the Agreement agree that this paragraph is a material provision of the Agreement and the Contracting Party may not utilize the Premises unless it agrees to this paragraph.

Additional Provisions: (if none, please write "NONE")