

FACILITY USAGE/INDEMNITY AGREEMENT

NAME AND ADDRESS OF DIOCESE/PARISH: _____

[PARISH is understood to include the Roman Catholic Bishop of Springfield, a Corporation Sole (“DIOCESE”).]

NAME AND ADDRESS OF FACILITY USER: _____

[FACILITY USER is understood to mean the entity using the FACILITY together with its employees, agents, members and guests.]

NAME AND ADDRESS OF FACILITY: _____

DATE(S) OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

TERMS OF FACILITY USAGE: _____

The above named FACILITY USER in consideration for the use of the above named FACILITY hereby agrees as follows:

1. The FACILITY USER is not a part of the DIOCESE or PARISH, is not affiliated or sponsored by the DIOCESE or PARISH, is not an agent of the DIOCESE or PARISH, and does not speak for or represent the DIOCESE or PARISH.

2. The DIOCESE, the PARISH, or their agents and employees may provide spiritual support or spiritual direction to the FACILITY USER; however, any such spiritual support or spiritual direction is in matters of religion only and does not create any form of agency or employment relationship with the FACILITY USER.

3. The FACILITY USER is not controlled by the DIOCESE, the PARISH, or any employee or agent thereof and neither the DIOCESE nor the PARISH receives a direct, tangible or financial benefit from the FACILITY USER's activities, other than any consideration given for the use of the FACILITY.

4. The FACILITY USER is not a participant in and is not the beneficiary of financial protection provided by the DIOCESE's self-insurance program. The FACILITY USER will not be indemnified by the PARISH or the DIOCESE for liability arising from the FACILITY USER's activities relating to its use of the FACILITY.

5. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other activity of the FACILITY USER, is not assumed and is expressly rejected by the PARISH and the DIOCESE.

6. The FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the PARISH and DIOCESE, to the fullest extent permitted by law, for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH and/or DIOCESE by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members, associates or any other person or entity, including without limitation the costs of attorneys' fees and expenses, even if such claim or cause of action arises from the alleged negligence of the PARISH and/or DIOCESE, their officers, employees or agents, or the negligence of any other person or entity.

7. The FACILITY USER agrees to provide, prior to using the Facility, a certificate of insurance to the PARISH or DIOCESE, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate. The FACILITY USER also agrees to have the PARISH and DIOCESE each named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE for claims which arise out of FACILITY USER'S activities and are brought against the PARISH and/or DIOCESE by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members, associates or any other person or entity as a result of the FACILITY USAGE, even if such claim or cause of action arises from the alleged negligence of the PARISH and/or DIOCESE, their officers, employees or agents, or the negligence of any other person or entity. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the PARISH and/or DIOCESE.

8. If the FACILITY USER is unable to comply with the provisions of paragraph 7 of this Agreement, prior to using the Facility the FACILITY USER must purchase "Special Events" liability coverage through the PARISH or DIOCESE via the DIOCESE'S current liability insurer. The amount(s) of such coverage will be determined solely in the discretion of the DIOCESE.

9. The FACILITY USER understands that neither the PARISH nor the DIOCESE waives any right it may have to seek indemnity from any individual member of the FACILITY USER if that member's actions lead to a suit or claim against the PARISH or the DIOCESE.

10. This Agreement confers no right to use PARISH or DIOCESE property, including the above-named FACILITY. Permission to use PARISH or DIOCESE property under this Agreement may be terminated at any time, and shall be deemed terminated at the time use of the property under this Agreement ceases; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.

11. If any sentence or paragraph of this Agreement is held invalid by a court of law, it is agreed that the balance thereof shall continue in full legal force and effect.

12. The undersigned representative of the FACILITY USER has authority to execute this Agreement and represents and warrants that he/she has advised every member of the entity that is the FACILITY USER of the contents of this Agreement.

FACILITY USER

DIOCESE/PARISH

By: _____
(Print name)

By: _____
(Print name)

Its _____

Its _____

Date: _____

Date: _____

4/8/19

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