

FACILITIES USE AGREEMENT

In consideration of the honorarium noted below made payable to _____
In the manner described.

_____ hereby grants to _____ non-transferable permission to enter _____ and use the following "space" at the date(s) and specified time:

Space: _____

Date: _____

Time: _____

The space will be used exclusively for the purpose of a _____.

No representations are made by _____ as to the suitability of the space for such a purpose. Under no circumstances shall this agreement be considered a partnership or joint venture.

Honorarium: Unless otherwise agreed in advance, _____ will expect a donation of:

at least one week prior to the date of the event, which must be made payable to _____.

Users Obligation:

- A. User will not cause harm or damage to any property of _____ and will restore the space to its original condition. User shall not disrupt the operations of _____ in any manner whatsoever and will follow directions of authorized officials.
- B. B. User hereby agrees to defend, hold harmless, indemnify, release and forever discharge _____ and the Diocese of Ogdensburg, it's trustees, directors, officers, agents, employees, and their successors and assigns, from and against any and all claims, demands, actions, causes of actions, judgments, suits, and debts whatsoever including but not limited to, claims of property, claims for property damage, personal injury and death, which are related in any manner whatsoever to the users activities at the premises. Said indemnity shall include reasonable cost and legal fees incurred by such organizations in defense of any such claims, demands, actions, causes of action, judgments, suits and debts. User further agrees to reimburse _____ for the cost of restoring, repairing or replacing any damage to the grounds, building equipment, and any other property arising from the user's activities.
- C. User will at its own expense procure and maintain the following insurance coverage:
 - i. Comprehensive General Liability Insurance for personal injury (including deaths) and property damage with a combined single limit of at least \$1,000,000 per occurrence. The certificate must state specifically "_____ and the **Diocese of Ogdensburg** shall be names as additional insured's."

The certificate must also state that the policy shall not be terminated, cancelled or materially altered for any reasons without ten (10) days prior written notice. The certificate evidencing insurance shall be delivered to _____ at least one week prior to the event. The user's insurance will be considered primary to any similar insurance carried by _____. When applicable to the nature of the user's activities, the insurance certificate shall evidence coverage that does not contain any exclusion for the Insured's negligence in causing injury to athletic/sport participants. **If this insurance cannot be acquired the user will acquire Tenant-User Liability Insurance Policy (TULIP) through the Diocese of Ogdensburg.**

The Diocese of Ogdensburg offers this Insurance Policy for Special Events held at Catholic Parishes, Schools and Agencies under the GatherGuard platform.

HOW IT WORKS:

- Log in to website <https://app.gatherguard.com> and follow the instructions.
- You will pick the type of event, answer a few questions, and then enter the facility name (or use the facility code found on the Pastoral Documentation).
- A quote will show on the screen. If you are ready to purchase, just put in your payment information to pay with a credit card.
- Upon completion of transaction, you will receive via email, a Binder/Certificate evidencing coverage.
- The Diocese/Parish Office will also receive a Certificate as part of your Facility Use Application process.
- Should you require further assistance please call the Help desk at 844-747-6240 Monday through Friday between 5:30 a.m. and 5:00 p.m. Pacific time or contact the Diocesan Insurance office 315-393-2920.

FORCE MAJEURE

_____ reserves the right to cancel this agreement, if in the sole discretion of _____ events beyond the control of the parties hereto make it impractical to perform the agreement. The user expressly agrees to release _____ from any liability or claim for damages which may result from such cancellation, and agrees to indemnify and hold _____ harmless from any such liability or claims brought by the event participants in regard to such cancellation. In the event of cancellation of the event pursuant to this paragraph, _____ agrees to refund all payments made by the renter up to the date of notification of cancellation.

TERMINATION FOR BREACH OF AGREEMENT

_____ reserves the right to terminate this agreement without penalty for breach by the user of any terms contained herein.

NO ASSIGNMENT

User may not assign to other party or parties this agreement in whole or part without prior written permission of _____.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties concerning the subject matter hereof. Any modifications must be in writing and signed by both parties.

GOVERNING LAW

This agreement shall be governed and construed in accordance with New York State Law.

IN WITNESS WHEREOF, The parties have caused this agreement to be executed as of the date first written above.

Parish: _____

Renter: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____