

FACILITIES USE AGREEMENT

In consideration of the honorarium noted below made payable to _____
parish
 in the manner described. _____
parish hereby grants to

user name non-transferable permission to enter _____
parish
 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 _____.
 No representations are made by _____
parish as to the suitability
 of the space for such a purpose. Under no circumstances shall this agreement be considered a partnership or joint venture. The space shall not be used for activities which are contrary to the teachings of the Church.

User's Obligation:

- A. User will not cause harm or damage to any property of _____
parish
 and will restore the space to its original condition. User shall not disrupt the operations of _____
parish in any manner whatsoever and will follow directions of authorized officials.
- B. User hereby agrees to defend, hold harmless, indemnify, release and forever discharge _____
parish and the Diocese of Ogdensburg, its 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 user's 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 _____
parish
 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:
 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 "_____
parish and the Diocese of Ogdensburg

shall be named as additional insureds.” 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 _____

parish

at least one week prior to the event. The user’s insurance will be considered primary to any similar insurance carried by _____

user name

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

HOW IT WORKS:

- Visit the GatherGuard 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 Code ID (provided by parish/school when booking events).
- A quote will show on the screen. If you are ready to purchase, enter 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 GatherGuard Help desk at 844-747-6240 Monday - Friday between 5:30 a.m. and 5:00 p.m. Pacific time or contact the Diocesan Insurance Office at 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

parish

parish

make it impractical to perform the agreement. The user expressly agrees to release _____ from any liability or claim for damages which may result

parish

from such cancellation, and agrees to indemnify and hold _____

parish

harmless from any such liability or claims brought by the event participants in regards 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

parish

to the date of notification of cancellation.

TERMINATION FOR BREACH OF AGREEMENT

_____ reserves the right to terminate this agreement without
parish
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 _____.
parish

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: _____