# FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non-parish or school sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish/school sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish/school with a certificate of insurance documenting general liability and vehicular liability coverage in the amount of $1,000,000 per occurrence; $2,000,000 aggregate. This certificate of insurance must name your parish/school and The Roman Catholic Church of the Diocese of Houma-Thibodaux as additional insureds. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder.”

It is often asked what criteria an organization must meet to be parish/school sponsored or affiliated. In the event of an insurance claim involving a potential non-parish or school sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish/school have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish/school accounts?
3. Was the function or group open to all parish/school members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish/school or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish/school volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish/school sponsored.

Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish/school with the necessary insurance documentation or purchase Special Events coverage.

**FACILITY USAGE/INDEMNITY AGREEMENT**

PARISH/SCHOOL CORPORATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY DESCRITPTION/ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FACILITY USER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FACILITY USER ADDRESS & PHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATES & TIMES OF FACILITY USAGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTAL CHARGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DEPOSIT AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIABILITY; INDEMNITY. To the fullest extent permitted by law the PARISH/SCHOOL CORPORATION shall not be responsible for damages caused by any defects in the FACILITY or the consequences thereof. PARISH/SCHOOL CORPORATION shall not be liable for any damage to person or property sustained by FACILITY USER or its guests or invitees or any other person(s) on or about the FACILITY in connection with FACILITY USER’s use thereof, and any such liability is assumed by FACILITY USER. FACILITY USER agrees to defend, indemnify, and hold harmless PARISH/SCHOOL CORPORATION and The Roman Catholic Church of the Diocese of Houma- Thibodaux, its related entities, and their members, directors, officers, bishop, pastors, priests, principals, employees, agents, insurers, self-insurers and self-insurance administrators from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of or are any way related to FACILITY USER’s use of the FACILITY or arising out of FACILITY USER’s programming whether conducted at the FACILITY or otherwise, including, but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional acts, fault or willful misconduct of FACILITY USER, its employees, agents, volunteers, invitees, visitors, or contracting parties, even if such claim arises from the alleged negligence of PARISH/SCHOOL CORPORATION and/or the Diocese and/or its related entities, and their members, directors, officers, bishop, pastors, priests, principals, employees, agents, insurers, self-insurers and self-insurance administrators; premises liability and/or defects in the FACILITY, and/or FACILITY USER’s performance of and/or failure to perform its obligations under this Agreement, and to pay reasonable attorneys’ fees related thereto. FACILITY USER ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS PARISH/SCHOOL CORPORATION AND THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF HOUMA-THIBODAUX FOR THEIR OWN NEGLIGENCE OR FAULT, INDIVIDUALLY OR COLLECTIVELY, INCLUDING PROPERTY DEFECTS. This clause shall survive the termination of this Agreement.

**The above and foregoing assumption of responsibility and liability by FACILITY USER includes without limitation all Revised liable assumable under Louisiana Civil Code Article 2699 and Louisiana Statute Section 9:3221.**

For the purposes of this Section, the term FACILITY shall under all circumstances be deemed to include all shared use areas and sidewalks, driveways, parking areas, hallways, restrooms, and walkways servicing the FACILITY.

Notwithstanding the foregoing, in the event that insurance with greater limits is procured, this provision shall in no way be interpreted to limit the PARISH/SCHOOL CORPORATION’S collection to the aforementioned minimum required insurance limits and FACILITY USER shall be deemed to be contractually bound to provide insurance coverages to the full limits of such policy(ies.)

FACILITY USER agrees to provide a certificate of insurance to the PARISH/SCHOOL COPRORTION, which provides evidence of general liability coverage of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. FACILITY USER also agrees to have the PARISH/SCHOOL CORPORATION and The Roman Catholic Church of the Diocese of Houma-Thibodaux named as "Additional Insureds" on the foregoing general liability policy for the DATE(S) OF FACILITY USAGE for any and all claims which arise out of or are in any way related to FACILITY USER'S operations or are brought against the PARISH/SCHOOL CORPORATION or The Roman Catholic Church of the Diocese of Houma-Thibodaux by FACILITY USER, its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy shall be primary in the event of a covered claim or cause of action against PARISH/SCHOOL and shall include a waiver of subrogation in favor of the PARISH/SCHOOL CORPORATION and The Roman Catholic Church of the Diocese of Houma-Thibodaux. The aforementioned general liability policy must be endorsed if, and as necessary, to meet foregoing requirements of endorsement of the policy being primary in nature and to give effect to the waiver of subrogation.

FACILITY USER agrees to and shall provide, at its sole cost and expense, proper and adequate security as necessary considering all relevant circumstances during any use of the FACILITY. FACILITY USER shall be responsible for providing sufficient and properly trained staff and/or volunteers capable of adequately supervising all uses of the FACILITY and the attendees. FACILITY USER shall retain exclusive control over its employees, volunteers, and agents. Employees of FACILITY USER are not intended to be employees or volunteers of the PARISH/SCHOOL CORPORATION or the DIOCESE under the meaning or application of any federal, state, or local laws. Neither the PARISH/SCHOOL CORPORATION nor FACILITY USER shall have any authority to bind the other party in any respect or to enter into contracts or agreements on behalf of the other party.

FACILITY USER agrees that if usage involves unsupervised contact with minors, it shall comply with any and all laws in regard to abuse and/or neglect of children and, further, will abide by any and all policies of The Roman Catholic Church of the Diocese of Houma-Thibodaux, including, but not limited to, the policies in regard to abuse and/or neglect of minors, the Diocese of Houma-Thibodaux Safe Environment Program and the Employee and Volunteer Screening Policy, including all background checks and, in addition to the insurance requirements set forth above, shall provide insurance coverage for physical and/or sexual abuse of minors on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

FACILITY USER further agrees to abide by any and all policies of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Catholic Church/School, Louisiana and The Roman Catholic Church of the Diocese of Houma-Thibodaux as set out in the Policy Manual, as well as the teachings of The Roman Catholic Church, during period of Facility Usage.

This AGREEMENT may be terminated in whole or in part by PARISH/SCHOOL CORPORATION with or without cause and for its convenience, provided that FACILITY USER is given not less than \_\_\_\_\_ (\_\_\_\_) days written notice of PARISH/SCHOOL CORPORATION’S intent to terminate.

SIGNED:

SIGNED:

(Must be an official agent of FACILITY USER) (Parish/School Corporation Representative)

Printed Name:

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_