

One Time 3rd Party Special Event Facility Use Agreement

- 1) **PARTIES.** _____, herein represented by its Secretary-Treasurer/Pastor, duly authorized (hereinafter "Lessor"), hereby leases to _____, ("Lessee") represented by _____, its _____ and duly authorized agent the following described premises:
_____, LA 70_____, owned and operated by Lessor, Building ID No. _____ (hereinafter "Premises"), for _____.
- 2) **TERM.** This Lease shall commence on _____, at ____ AM ____ PM and terminate on _____, at ____ AM ____ PM (hereinafter the "Lease Term"). Notwithstanding anything in this Lease to the contrary, Lessor and Lessee shall have the right to terminate this Lease for convenience at any time and for any or no reason by providing fifteen (15) days' advance written notice to the other party.
- 3) **CONSIDERATION.** The consideration for this Lease shall be a payment by Lessee to Lessor in the amount of \$ _____, which payment shall be made to Lessor no later than _____, at ____ AM ____ PM
- 4) **USE OF PREMISES.** The Premises shall be used only for _____ (hereinafter "Permitted Use"), but for no other purposes without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion. The Premises shall not be used by Lessee, or permitted by Lessee to be used, for any purpose that is in violation of any law of any governing authority. Lessee will obtain any and all necessary permits for the Permitted Use; failure to do so shall render this Lease null and void. Lessee further covenants and agrees, as an essential element of the consideration of this Lease, that no part of the Premises will be used by Lessee, its members, employees, or agents, or any other persons permitted use by Lessee at any time for any purpose or activity that contradicts the teachings and beliefs of The Roman Catholic Church.
- 5) **CONDITION.** Lessee shall be responsible for keeping the Premises in neat and orderly condition during any use thereof and to return the Premises to Lessor clean and clear of all trash and debris and in substantially the same condition as it received said premises, excepting only normal wear and tear. The foregoing includes but is not limited to any cleaning, including wet mopping necessary. Lessee shall be responsible for payment of the cost of repairs of any damage to the Leased Premises, its fixtures, appliances or appurtenances, and/or any structures or improvements located thereon caused by the intentional act(s) or negligence of Lessee, its employees, volunteers, guests, agents, or servants, or in any way arising out of the Lessee's occupancy

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and use of the Leased Premises. Lessee shall not make any permanent additions, alterations, or improvements of any kind to the Leased Premises.

6) **SUPERVISION.** Lessee 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 Premises. Lessee shall be responsible for providing sufficient and properly trained staff and/or volunteers capable of adequately supervising all uses of the Premises and the attendees. Lessee shall retain exclusive control over its employees, volunteers, and agents. Employees of Lessee are not intended to be employees or volunteers of Lessor under the meaning or application of any federal, state, or local laws. Neither Lessor nor Lessee 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.

7) **LIABILITY; INDEMNITY.** To the fullest extent permitted by law Lessor shall not be responsible for damages caused by any defects in the Premises or the consequences thereof. Lessor shall not be liable for any damage to person or property sustained by Lessee or its guests or invitees or any other person(s) on or about the Premises in connection with Lessee's use thereof, and any such liability is assumed by Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor and The Roman Catholic Church of the Archdiocese of New Orleans, and its members, directors, officers, employees, agents, and related entities 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 Lessee's use of the Premises or arising out of Lessee's programming whether conducted on or off of the Leased Premises, 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 Lessee, its employees, agents, volunteers, invitees, visitors, or contracting parties, even if such claim arises from the alleged negligence of Lessor or The Roman Catholic Church of the Archdiocese of New Orleans and/or their members, directors, officers, employees, or agents; premises liability and/or defects in the Leased Premises, and/or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto. **LESSEE ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS FOR ITS OWN NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.**

The above and foregoing assumption of responsibility and liability by Lessee includes without limitation all liability assumable by a Lessee under Louisiana Civil Code Article 2699 and Louisiana Statute Section 9:3221.

Lessee Initials: _____

For the purposes of this Section 7, the term Leased Premises shall under all circumstances be deemed to include all shared use areas and sidewalks, driveways, parking areas, hallways, restrooms, and walkways servicing the Leased Premises.

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8) **INSURANCE.** Lessee shall at all times maintain at its own cost and expense during the full term of this Agreement and during the full term of any hold-overs, extensions, or other agreements carry and maintain at its own cost the following insurance policy(ies):

- A. Broad Form Commercial General Liability Insurance or the equivalent on an “occurrence” basis, including ongoing operations, products and completed operations, property damage (including but not limited to loss of use), bodily injury (including but not limited to death) and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

Said policy or policies of insurance shall name Lessor and The Roman Catholic Church of Archdiocese of New Orleans as additional insureds, not merely as certificate holders; and any policy or policies of insurance also shall be endorsed as such, as necessary, and include the following specific endorsements:

- A. any policy or policies of insurance shall not contain nor require a waiver of subrogation by Lessor, The Roman Catholic Church of the Archdiocese of New Orleans, their self-insurance and/or any self-insurance administrator or any self-insurance program in which they may participate or any insurance they may maintain;
- B. Lessee shall waive all right of subrogation in favor of Lessor and The Roman Catholic Church of the Archdiocese of New Orleans;
- C. Written notice of cancellation of or any material change in any such policy or policies of insurance must be given by the insurer to Lessor no less than three days (3) days prior to the cancellation or change of any such policy at the address listed below for Lessor with a copy to:

*General Counsel, Archdiocese of New Orleans 7887
Walmsley Avenue
New Orleans, LA 70125;*

- D. Any such policy or policies of insurance shall also be primary to any insurance or self-insurance of Lessor and The Roman Catholic Church of the Archdiocese of New Orleans and/or any self-insurance program in which they may participate; and,
- E. All such insurance shall be procured from an insurance company or companies satisfactory to Lessor and authorized to do business in the State of Louisiana. **All liability insurance required to be maintained shall be issued on an “occurrence” basis, not a “claims-made” basis.**

Notwithstanding the foregoing, in the event that insurance with greater limits is procured, this provision shall in no way be interpreted to limit the Lessor's collection to the aforementioned minimum required insurance limits and Lessee shall be deemed to be contractually bound to provide insurance coverages to Lessor to the full limits of such policy (ies.)

Lessee shall also provide certificate(s) of insurance that are evidence of the foregoing. Absent production of such certificate(s) evidencing the foregoing, this Agreement shall be null and void at Lessor's option.

In the alternative, Lessee may be able to procure insurance coverage through Lessor's agent or insurer.

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- 9) **DEFAULT BY LESSEE.** Should Lessee fail to comply with any of the terms, covenants, agreements or conditions contained in this Lease, Lessee shall be in default hereunder and Lessor shall have the right, at Lessor's option, to cancel this Lease effective immediately upon notice to Lessee, notwithstanding any other language herein to the contrary. The foregoing provision is without prejudice to any remedy which might otherwise be available to Lessor under the laws of the State of Louisiana.
- 10) **OTHER PROVISIONS.**

Unless otherwise specified, the following rules of construction and interpretation apply:

(i) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (ii) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; (iii) failure of Lessor to require strict performance by Lessee of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by Lessor of the right thereafter to require strict compliance with said covenants, provisions, and conditions; (iv) this Lease shall supersede any prior agreement between Lessee and Lessor, whether oral or written. Any amendment(s) to this Lease must be in writing and signed by Lessee and Lessor; (v) any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; (vi) this Agreement may be executed in any number of counterparts, which taken together shall constitute one fully-executed agreement; (vii) Lessee may not rent or sub-let the Premises or assign this Lease to any other party without the written consent of the Lessor, which shall be at Lessor's sole discretion; and (viii) this Lease shall be governed by the laws of the State of Louisiana without regard to its conflict-of-laws articles, statutes or laws.
- 11) **NOTICE.** Any notice, demand, request, consent, approval or other communications required or permitted to be given pursuant to this Lease to either party by the other party shall be in writing and shall be hand-delivered or sent by any nationally recognized overnight commercial carrier or registered or certified mail with return receipt or proof of delivery, postage or costs prepaid, addressed to the party to be notified at the following address:

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If to Lessor:

Attn: _____
_____, LA 70____

With a copy to:

The Roman Catholic Church of the Archdiocese of
New Orleans
Attn: Susan Zeringue, General Counsel
7887 Walmsley Ave. New Orleans, LA 70125 If

to Lessee:

Attn: _____

LESSOR

LESSEE

By: _____
Its: Secretary-Treasurer/Pastor
Date: _____

By: _____
Its: _____
Date: _____