



Use Agreement for Parish Facilities

Use this agreement to rent facilities, such as a banquet hall or meeting room, to a person or group other than another parish of the diocese for a one-time event or short-term event. Do not use this agreement to create an on-going or long-term lease of facilities.

NOTICE: The Parish maintains the right to refuse to make its facilities available for any reason it determines to be inappropriate or offensive to the Roman Catholic Church or its teachings or traditions, or that may, in the opinion of the diocesan bishop or his delegate, cause scandal. The Parish expects any person using any part of its property to be respectful of the Parish, its property, and its mission, teachings, and traditions of the Roman Catholic Church.

1. PARTIES: The parties to this agreement are:

Parish: _____,
a Texas non-profit corporation whose address is _____;
_____;

User: _____ whose
address is: _____.

2. PREMISES & USE:

A. Parish rents to User a portion of its facilities which are generally described as follows and known as the "Premises" (identify the building(s) or room(s) to be rented or used): _____
_____.

B. User intends to and may use the Premises for the following purpose, known as the "Event," and no other: _____
_____.

3. TERM OF EVENT: User may use the Premises during the term of the Event, which:

begins at: _____ AM PM on _____, 20____; and
ends at: _____ AM PM on _____, 20_____.

4. RENT, SECURITY DEPOSIT, AND INSURANCE:

A. Rent: User shall pay Parish the following amounts for use of the Premises:

Base rent for the Premises:	\$ _____
Cleaning/Maintenance Fee:	\$ _____
_____:	\$ _____
_____:	\$ _____
Total	\$ _____

B. Security Deposit: User shall pay Parish \$ _____ as a security deposit. The security deposit is NOT an advance payment of rent and is to be paid in addition to rent and other charges or fees. The security deposit secures, in part, User's performance under this agreement. Parish may use the security deposit to pay any amount owed by User pursuant to this agreement including, but not limited to, amounts owed for cancellations, defaults, damages to property, injuries, or liabilities incurred. Parish will refund the security deposit less any amounts applied toward amounts owed by User under this agreement within 30 days after the Event ends.

C. **Insurance.** The parties will maintain the insurance required in the attached Insurance Addendum. **The Insurance Addendum is required to be attached and made part of this agreement.**

D. **Date Rent and Security Deposit, and Insurance Reimbursement are Due:** User must pay all rent, the security deposit, and any reimbursement for the Special Events Insurance (as described in the Insurance Addendum) at the time User signs this agreement, unless otherwise specified as follows: _____

_____.

5. CANCELLATION:

- A. **Written Notice of Cancellation Required:** User may cancel the Event only by providing Parish written notice of the cancellation.
- B. **Cancellation Fee:** If User cancels the Event User will pay Parish the corresponding cancellation fee as follows. The amount of the base rent is specified in Paragraph 4A.

<u>If cancellation occurs:</u>	<u>Cancellation Fee</u>
before the 180th day before Event begins	_____ % of base rent
121 to 180 days before Event begins	_____ % of base rent
61 to 120 days before Event begins	_____ % of base rent
0 to 60 days before Event begins	100% of base rent

If a substitute user rents the Premises for the same term, Parish will reduce the cancellation fee User is obliged to pay by the lesser of: (i) the full amount of the cancellation fee; or (ii) the amount of base rent User is to pay under this agreement less the amount the substitute user pays to rent the Premises. If User pays the cancellation fee in full before the date of a substitute event, Parish will tender to User any appropriate refund of the paid cancellation fee after the scheduled date of the Event.

C. **Date Cancellation Fee is Due and Application of Funds Paid:** The cancellation fee under Paragraph 5B is due and payable at the time User gives Parish notice of the cancellation. Parish will apply the security deposit and any advance payments User tendered to Parish under this agreement first to User’s obligation to pay the cancellation fee, then to any fees or charges incurred by Parish but not paid. Thereafter and as applicable: (i) User will pay Parish any deficiency remaining due; or (ii) Parish will refund to User any remaining amount of the security deposit and advance payments received.

6. USE OF PARISH PERSONAL PROPERTY: During the term of the Event, User may use the following personal property that belongs to the Parish: _____

_____.

_____. User may not use any other personal property owned or controlled by Parish that may be located or stored in or near the Premises. *(In this paragraph list personal property User may use during the Event, such as chairs, tables, sound systems, lecterns, equipment, etc.).*

7. PERSONAL PROPERTY THAT USER MAY BRING TO PREMISES: User may bring the following personal property to the Premises for User’s use during the term of the Event: _____

_____.

User may not bring any other personal property onto or into the Premises. *(List personal property that User intends to bring and remove, such as chairs, tables, equipment, sound systems).*

8. REQUIREMENTS FOR CARE OF PREMISES AND PARISH PROPERTY.

A. User MUST:

- (1) keep the Premises in a neat and clean condition;
- (2) comply with all applicable laws and regulations with respect to the Premises and use of the Premises;
- (3) require User's guests, invitees, licensees, contractors, and representatives to dispose of trash only in appropriate receptacles; and
- (4) abide by any other requirements found in the attached Insurance Addendum, Safe Environment Addendum, and any Event Procedures and Information, which are incorporated into and made part of this agreement.

B. User MAY NOT:

- (1) cause or permit others to cause any injury, damage, or waste to:
 - (a) the Premises;
 - (b) the Parish property; or
 - (c) any person on the Premises;
- (2) use or permit any person to use the Premises in a way that:
 - (a) constitutes a nuisance;
 - (b) violates any law or ordinance;
 - (c) is offensive, noisy, or dangerous; or
 - (d) constitutes a use that is scandalous, offensive, or contrary to the teachings, traditions, or mission of the Roman Catholic Church, in Parish's sole discretion;
- (3) bring or permit others to bring any unlawful, dangerous, flammable, or explosive substance onto the Premises or the Parish property;
- (4) alter or modify any part of the Premises or any Parish property (real or personal);
- (5) post or paint any signs at, on, or about the Premises or the Parish property without Parish's written consent; or
- (6) do anything that causes a lien to be filed against the Premises or any part of the Parish property.

9. SAFE ENVIRONMENT ADDENDUM: User will comply with and provide the necessary documentation to Parish described in the attached Safe Environment Addendum. **The Safe Environment Addendum is required to be attached and made part of this agreement.**

10. SECURITY: User shall, at User's sole cost, provide adequate security at the Premises during the term of this agreement. User assumes all responsibility and liability for providing or failing to provide adequate security at the Premises.

11. ALCOHOL: User may NOT permit any alcohol to be present on or sold on the Premises unless the Addendum to Serve Alcohol is attached and made part of this agreement.

12. UTILITIES: Parish will furnish to the Premises during the Event normal lighting, water, wastewater, heating, and air conditioning in amounts and in a manner for which the Premises were designed. Parish is not responsible or liable for the failure of utilities for any reason; provided, however, Parish will work diligently to repair any such failure that is not caused by User or User's guests, invitees, licensees, contractors, or representatives.

13. INGRESS, EGRESS, AND PARKING: User or User's guests, invitees, licensees, contractors, or representatives may, in connection with the Event, use parts of the surrounding Parish property for ingress and egress to the Premises and for parking. The right of ingress and egress shall be limited to normal walks, drives, and parking facilities on the Parish property. User and User's guests, invitees, licensees, contractors, and representatives, may not obstruct any walks or drives or interfere with any other person's right to use the walks, drives, or parking areas.

14. CONDITION OF PREMISES AND PARISH PROPERTY: User has inspected the Premises and accepts the Premises in its present (as-is) condition. Parish has made no express or implied warranties as to the condition or permitted use of the Premises or the other Parish property that User may use. User has determined that the Premises, and other Parish property User may use or access, may be used for User’s intended purpose.

15. VACATING THE PREMISES: User must vacate the Premises and the Parish property at the time the term of the Event ends and must remove all personal property that User or User’s contractors, guests, invitees, licensees, or representatives brought onto the Premises or Parish property. If the Premises or Parish property are damaged, beyond normal wear and tear, by User or User’s contractors, guests, invitees, licensees, or representatives, User shall, upon demand, pay Parish the cost to repair the damage. If User or User’s contractors, guests, invitees, licensees, or representatives leaves any personal property in the Premises or on the Parish property, Parish may: (i) require User, at User’s expense, to remove the personal property; or (ii) retain such personal property as forfeited to Parish.

16. LIABILITY & INDEMNITY:

A. To the extent permitted by law:

- (1) neither Parish nor the Catholic Diocese of Austin is responsible to User or User’s employees, contractors, guests, invitees, licensees, or representatives for any damages, injuries, or losses to person or property; and
- (2) User assumes all risk of damage or injury (including death) from any cause whatsoever to: (i) User’s own property or person; and (ii) the property or person of User’s employees, contractors, guests, licensees, invitees, and representatives.

B. Parish is NOT responsible to User for any delay, damage, or inability to use the Premises or other Parish property caused by weather, including but not limited to ice, snow, hail, winds, floods, or hurricanes.

C. User shall indemnify and hold harmless Parish and the Catholic Diocese of Austin, as well as their clergy, volunteers, officers, directors, agents, employees, parishioners, contractors, and representatives from all claims, suits, liability, demands, damages, expenses, costs, liabilities, causes of action, judgments, or awards, which may occur or are alleged to have occurred by or because of User or User’s employees, contractors, guests, invitees, licensees, or representatives. This indemnity covers loss under any theory of loss (negligence or otherwise).

17. DEFAULT: If a party fails to comply with its obligations under this agreement and the failure to comply is not cured in a reasonable period of time, given the nature and timing of the failure to comply, the non-complying party will be in default of this agreement and the other party may seek any remedy available at law. Additionally, if User is in default, Parish may immediately terminate User’s right to use the Premises by providing User written notice. If User is in default, User shall be liable for:

- (i) lost rent;
- (ii) repairs to the Premises and any Parish property used by User (beyond normal wear and tear);
- (iii) Parish’s cost to remove User’s or User’s employees, contractors, guests, invitees, licensees, or representatives and their personal property;
- (iv) cost to clean the Premises and other Parish property used by User;
- (v) cost to replace any unreturned keys or access devices to the Premises; and
- (vi) any other recovery to which Parish may be entitled under this agreement or law.

18. SPECIAL PROVISIONS: _____

19. MISCELLANEOUS.

- A. Assignment: User may not assign, sublicense, or sublet User’s rights under this agreement to any person without Parish’s written consent.
- B. Entire Agreement. This instrument contains the entire agreement between the parties and may not be changed except by written agreement.
- C. Binding Effect: This agreement is binding upon and inures to the benefit of the parties and their respective executors, administrators, successors, legatees, and assigns.
- D. Controlling Law & Venue: The laws of the State of Texas govern the interpretation, performance, and enforcement of this agreement. Venue is proper in the county in which the Premises are located.
- E. Severable Clauses: If any clause in this agreement is found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.
- F. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- G. Attorney Fees: The prevailing party in any legal proceeding brought under or related to this agreement is entitled to recover reasonable attorney’s fees from the non-prevailing party.

USER

PARISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Attachments: (1) Insurance Addendum (**Required**)
 (2) Safe Environment Addendum (**Required**)
 (3) Event Procedures and Information (*this is a document in which the Parish may outline specific procedures including but not limited to access, clean-up, set-up, lock-up, etc.*).
 (4) Other: _____