

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Arch/Diocese of _____

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S 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 will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): _____

DATE: _____

DIOCESE OF LAFAYETTE, INDIANA - 0175
APPLICATION FOR SPECIAL EVENTS COVERAGE

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability.
Includes \$100,000 for Defense Costs for Sexual Misconduct, excluding overnight events (*see below for purchase options*).
Coverage provided is per event (not per claim). **Submission of application does not bind coverage - all events are subject to approval.**

Coverage underwritten by **Nationwide Mutual Insurance Company**; Policy No. on file with C.M.G. Agency, Inc.

Cost of Coverage: \$95 Per Event (Overnight Stays - \$125)

TO AVOID DELAY OR DENIAL OF COVERAGE, PLEASE ENSURE THAT EVERY FIELD IS COMPLETED.

Name of Parish or Institution: _____

Date of Event: _____

Type of Special Event (Example: wedding reception, anniv. party, etc. If it's a **FUNDRAISER**, be specific about what is occurring):

Street (Physical) Address (NO P.O. BOXES): _____

City/State: _____ **ZIP Code:** _____

Phone No.: _____

Time of Event: From _____ To _____

Is this an overnight event?

Yes _____

No _____

Approx. Number of Participants: _____

Is Food Being Served?

Yes _____

No _____

Is Liquor Being Served?

Yes _____

No _____

####

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

Name: _____

Street Address: _____

City/State: _____ **ZIP Code:** _____

Telephone: _____

To receive approval notification please print e-mail(s):

(Please Print E-mail(s) Clearly)

cmallett@dol-in.org

To Note: If liquor liability coverage is NOT purchased and an alcohol related claim results, the claim will be excluded if it is determined that a liquor liability policy should have been purchased.

**COVERAGE DOES NOT APPLY TO CERTAIN EVENTS,
SUCH AS, BUT NOT LIMITED TO:**

- Any carnival event
- Fireworks & fireworks displays
- Events involving 'BYOB' (Bring your own bottle)
- Events involving pool or lake activities
- Events involving recreational vehicles
- Events with attendance of more than 1,000 persons
- Rap/Hip-Hop/Alternative music (non-religious bands)
- Events organized or operated by professional promoters/performers
- Organized sporting events, including tournaments & camps (some sporting activities are allowed and must be pre-approved).
- Events where a fee or admission is charged, unless all proceeds go to charity
- Political Rallies
- Amusement rides, including mechanically operated devices, trampolines, & rebounding devices

**DEFENSE COSTS FOR SEXUAL MISCONDUCT
FOR OVERNIGHT EVENTS - \$100,000 LIMIT**

Coverage does not automatically apply for overnight events, however, you have the option to purchase this coverage by separate application. Additional charge may apply.

Do you want to apply for this coverage? _____ Yes _____ No

ADDITIONAL CHARGES WILL APPLY FOR:

- Events which exceed 3 days in duration (charge TBD)
- Inflatable Amusement Device (A charge of \$100 per device applies. Must be pre-approved, picture required.)

**MAKE CHECK PAYABLE TO:
DIOCESE OF LAFAYETTE, INDIANA**

RETURN WITH FORM TO:
C/O CAROL MALLET
PASTORAL OFFICE FOR
ADMINISTRATION
P.O. BOX 260
LAFAYETTE, IN 47902

IN THE EVENT OF A CLAIM, PLEASE CONTACT C.M.G. AGENCY CLAIMS DEPT: 800-228-6108