

# Pastorate 17 Facility Usage Agreement

This Facility Use Agreement is entered into by and between \_\_\_\_\_  
(Parish) and \_\_\_\_\_ (Renter), for Renter's  
rental of the facility space located at \_\_\_\_\_ Wisconsin, and the  
terms are fully described in this Agreement and this attachment. Parish is defined in this  
agreement as inclusive of the parish corporation and its associated school. **The Event Specific  
Details and Rental Fees are included on the attached schedule.**

Other specific arrangements between Parish and Renter for the Event are as follows:

1. **Special Event Insurance.** Renter shall, during the performance hereof, keep in full force and effect an event liability insurance policy of comprehensive general liability and property damage insurance with respect to the Event for which the facility is being used, and in which the limits of liability shall be not less than \$1,000,000.00 combined single limit for bodily injury and property damage. The policy shall name Parish, the Diocese of Madison, and Bishop Donald Hying as additional insureds. A certificate of insurance shall be deposited with Parish prior to the date of the Event. If the Renter does not have an applicable policy for which liability coverage can be utilized, Special Event Coverage will be purchased through Catholic Mutual Group per their guidelines.
2. **Renter's Representations and Parish's Right to Deny Use.** As an inducement to the Parish entering into this Agreement with Renter, Renter represents that:
  - (a) Renter is not an individual, group or organization whose purpose, tenets, acts or omissions, or objectives contradict the faith and morals of the Catholic Church,
  - (b) In using the Facility, Renter and its guests or attendees will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political Event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) an activity which offends or is contrary to the faith or morals of the Catholic Church.
  - (c) Additionally, Renter acknowledges that the Parish reserves the right to deny the use of facilities to any person, group or organization when the Parish determines that the granting of such use will not be in the best interest of the Parish or the Diocese of Madison, or that the denial of such use is necessary to avoid scandal.
3. **Impossibility.** Renter acknowledges that the Parish shall not be liable for Parish's failure to provide the Facility for the Event due to fire, electrical failure, an act of God, or other condition beyond its reasonable control. In such case, Parish will make all reasonable efforts to reschedule the Event. If a rescheduled date cannot be agreed upon, Parish shall refund all monies paid by Renter as Renter's sole and exclusive remedy.
4. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Renter will indemnify Parish and save Parish, its agents and employees, and hold harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any

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occurrence in or upon Parish's property, or the occupancy or use by Renter of the property or any part thereof or the use by Renter of any adjacent property, or occasioned wholly or in part by any act or omission of Renter, its agents, employees, servants, Renters, concessionaires, guests or other attendees. In case Parish shall be made a party to any litigation commenced by or against Renter, Renter shall protect and hold Parish harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Parish in connection with such litigation.

5. Damage or Loss. Parish assumes no liability for the loss, damage or return of any items of personal property brought onto the premises by Renter, or any of its guests. Renter assumes all liability and risk of loss for any loss or damage to items of personal property brought onto premises by any member of said Renter, or any of its guests. Parish assumes no liability for the loss or damage to vehicles parked in the church/school/other diocesan entity/facility parking lot by Renter, or any of its guests.
6. Adherence to Facility Rules. Renter agrees to adhere, and to require its guests and attendees to adhere, to the facility rules for that specific facility. See separate handout.
7. Complete Agreement. This represents the complete agreement between the parties. Any change\or modification to this Agreement will be invalid unless made in writing and signed by both parties to this contract.

Agreed and entered into on the last date written below.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contact Phone # (cell)

## Office Use Only:

Rental Fee (Date Paid): \_\_\_\_\_ Check # \_\_\_\_\_ /Cash \_\_\_\_\_ Amount

\$250 Deposit Paid: \_\_\_\_\_ Check# \_\_\_\_\_ /Cash \_\_\_\_\_

Date Special Event Application & \$95 sent in by Renter: \_\_\_\_\_

Deposit Returned/Shredded Date: \_\_\_\_\_ ; Deposit Amount Kept: \_\_\_\_\_

Notified Facility Tenants: \_\_\_\_\_ ; Recorded on Calendar: \_\_\_\_\_

Key/FOB (date & FOB #): \_\_\_\_\_

Date Key/FOB Returned: \_\_\_\_\_ Heating & Cooling scheduled: \_\_\_\_\_