

FACILITY USE AGREEMENT

This is an agreement between _____ (hereafter referred to as "PARISH") and _____ (hereafter referred to as "FACILITY USER") for the use of _____ (hereafter referred to as the "Facility") located at _____, Virginia.

The facilities of PARISH were provided through God's benevolence and by the sacrificial generosity of Church members. The Church desires that its facilities be used for the fellowship of the Church and always to God's glory.

Although the facilities are not available for use or rental by the general public, we may make them available on a limited basis to approved individuals or groups for events that promote or are consistent with our Catholic beliefs. Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the Church's faith or moral teachings, which are summarized in, among other places, the *Catechism of the Catholic Church*. Nor may facilities be used for activities that contradict or are deemed by the pastor as inconsistent with or contrary to the Church's faith or moral teachings. The Pastor, or his designee, is the final decision-maker on whether a person or group is allowed to use Church facilities for a particular event. Approval for one event does not imply that the same person or group will be approved for subsequent events.

1. TERMS OF AGREEMENT

- 1.1. FOR AND IN CONSIDERATION OF the sum of \$0.00, PARISH agrees to allow the FACILITY USER the use of the Facility for the date(s) of _____ to _____ for the purposes of DESCRIBE TYPE OF EVENT (hereafter referred to as the "Event").
- 1.2. During the dates of this Event, the FACILITY USER shall have access to the building between the hours of 12:30 and 12:00 to include set up and take down of Facility.
- 1.3. All minors should be properly supervised at all times, to include times when they are outside the Facility and in the restrooms. The FACILITY USER shall be responsible for any vandalism by participants and/or their children. The FACILITY USER shall also ensure the protection of minors from sexual misconduct and/or child abuse in order to conform with the requirements adopted by the United States Conference of Catholic Bishops and Catholic Diocese of Arlington Policy on the Protection of Children/Young People and Prevention of Sexual Misconduct and/or Child Abuse.
- 1.4. The Facility use must be consistent with Catholic teaching, and the FACILITY USER may not represent any political party, campaign or elected official, or any group whose purposes or affiliations are not consistent with Catholic teaching, as determined by the Pastor or his designee. Any other rules for Facility use, whether part of the application for Facility use or contained within a separate document, shall attach to this agreement and become binding upon the FACILITY USER. The FACILITY USER acknowledges that they have reviewed any rules of use for the Facility and agree to abide by said rules.
- 1.5. The FACILITY USER agrees that any violation of the Facility's rules of use; municipal, state or federal law or; the policies and procedures of the Diocese of Arlington may lead to the termination of use of the Facility and subject the FACILITY USER to forfeit any monies in deposit as well as claims for damages as determined by PARISH or the Diocese of Arlington.
- 1.6. The serving of alcoholic beverages during the use of the Facility is / is not permitted. If alcoholic beverages are permitted, it is the responsibility of the FACILITY USER to ensure the laws of the Commonwealth of Virginia are observed and to obtain sufficient knowledge of these regulations to ensure such compliance.
- 1.7. It is agreed and understood that PARISH shall not be deemed liable if the Facility is required to be closed or if for any reason made unavailable for use subsequently resulting in the termination, cancellation or postponement of the Event. The reasons for such closure may include but are not limited to rescheduling of parish activities, weather, natural or manmade disaster, riot, civil commotion or any acts of civil authorities.

1.8 CANCELLATION POLICY:

All cancellations require written communication to the PARISH Events Manager either via email or by hard copy letter sent USPS. If FACILITY USER cancels event a minimum of 14 days prior to scheduled date, FACILITY USER will be refunded all monies, less ½ of security deposit. Cancellations submitted less than 14 days in advance of scheduled event will result in the entire security deposit being forfeited. Cancellations made by OLG, or due to inclement weather, will result in full refund of both deposit and fees.

2. INSURANCE/INDEMNITY REQUIREMENTS

- 2.1. While using this Facility, the FACILITY USER agrees to carry a Commercial General Liability insurance policy with a minimum limit of \$1,000,000 per occurrence/aggregate to cover the occurrence of property damage and/or bodily injury arising out of or during the use of the Facility. PARISH provides liability protection only for its employees, officers, and agents when acting within the scope of their employment or agency.
- 2.2. If the FACILITY USER does not carry a Commercial General Liability insurance policy, a Renter's Liability policy must be purchased through the Diocese of Arlington. This policy must be obtained at least thirty (30) days prior to The Event. The FACILITY USER agrees to complete and submit an application for Special Event coverage in sufficient time to allow underwriters to properly review the application. The FACILITY USER acknowledges that Special Events coverage is subject to the underwriting requirements of a third party, and the Diocese of Arlington and PARISH shall not be held responsible for any damages as a result of the FACILITY USER being rejected coverage and/or cancellation of the Event.
- 2.3. The FACILITY USER agrees to provide a Certificate of Insurance to the PARISH which provides evidence of general liability coverage of not less than the above stated limits.

- 2.4. The FACILITY USER also agrees to have the Most Reverend Michael F. Burbidge, Bishop of the Catholic Diocese of Arlington, and his Successors in Office 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 the FACILITY USER’s operations or are brought against PARISH, the Diocese of Arlington, or any of their clergy, employees, agents or volunteers by the FACILITY USER’s employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates.
- 2.5. The 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, the Diocese of Arlington, or any of their clergy, employees, agents or volunteers.
- 2.6. The FACILITY USER hereby agrees to protect, defend, hold harmless and indemnify the PARISH NAME, to include but not limited to, the Diocese of Arlington, the Most Reverend Michael F. Burbidge and his successors in Office, their clergy, employees, agents and volunteers from any and all for any claim or cause of action whatsoever, liability, loss damages, costs to include defense cost, or expenses which are sustained, incurred, or required arising out of the actions of the FACILITY USER in the course of their use of the Facility.
- 2.7. The FACILITY USER also agrees to reimburse the PARISH for any damages or costs, including clean up, incurred to the PARISH arising out the use of the Facility.

3. FACILITY AND EQUIPMENT USE

- 3.1. The FACILITY USER or the individual(s) assigned by FACILITY USER for the Event must be trained in the operation, of and recognize the hazards associated with the use of, the Facility and its related equipment.
- 3.2. Prior to the occupation by the FACILITY USER for the Event, the Facility and related equipment will be examined by (name of PARISH staff responsible for oversight of this program) or by the Facility’s manager.
- 3.3. The Facility and equipment must be restored to the PARISH in the condition it was received. The FACILITY USER is responsible for all reasonable repairs including parts and labor, should damage or malfunction or damage occur during the FACILITY USER’s use or occupancy of the Facility.
- 3.4. The FACILITY USER will be required to post a security deposit of \$ 0 with the understanding that said security deposit shall be forfeited in the event of damages to or improper cleaning of the Facility. The surrender of the security deposit from the FACILITY USER to PARISH shall not limit PARISH ability to seek full compensation for damages to the Facility or cleaning of the Facility.

4. ADDITIONAL REQUIREMENTS

- 4.1. Events at the FACILITY must comply with all applicable government health and safety requirements, including but not limited to those regarding size of events and social distancing, as may be adopted by the Commonwealth of Virginia, local government, or other authorities.
- 4.2. Any hazardous or medical waste generated in the Facility by the FACILITY USER will be properly disposed of by the FACILITY USER in accordance with any applicable Federal, State or Local regulations. The FACILITY USER is responsible for proper identification, segregation, and satellite storage of any waste generated by this activity. No waste shall be poured down drains or placed in dumpsters or trash receptacles without approval of the PARISH. Any spills or injuries shall be reported to the PARISH and the Diocese of Arlington Office of Risk Management immediately.
- 4.3. Each individual using the Facility shall wear proper personal protective equipment and handle any chemicals (including but not limited to cleaning products) as instructed by the PARISH overseer for maximum personal protection.
- 4.4. Force Majeure: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Signature (PARISH)

Signature (FACILITY USER)

Printed Name

Printed Name

Title (if applicable)

Title (if applicable)

Date

Date