

FACILITY USE/INDEMNITY AGREEMENT

PARISH: _____

ADDRESS: _____

hereinafter called **PARISH**.

DIOCESE: The Most Reverend Wm. Michael Mulvey, S.T.L., D.D., Bishop of the Diocese of Corpus Christi, A Corporate Sole and His Successors in Office, 620 Lipan Street, Corpus Christi, Texas 78401, hereinafter called **DIOCESE**.

DESCRIPTION OF FACILITY BEING USED:

(Include Building Name and Room Number(s) hereinafter called **FACILITY**)

INDIVIDUAL, CORPORATION OR ORGANIZATION USING THE FACILITY:

hereinafter called **FACILITY USER**.

DATE OR DATES OF FACILITY USE:

This Agreement is to commence _____ and end _____
hereinafter called **DATE OR DATES OF FACILITY USE**.

TYPE OF FACILITY USE:

The **FACILITY** will be used for _____
hereinafter called **FACILITY USE**.

CONSIDERATION:

FACILITY USER agrees to pay **PARISH** \$ _____, hereinafter called **CONSIDERATION**.

For the **CONSIDERATION** herein stated and according to the terms and conditions hereof **PARISH** and **DIOCESE** agree to lease to **FACILITY USER** and **FACILITY USER** agrees to lease from **PARISH** and **DIOCESE** the **FACILITY** for the **FACILITY USE** on the **DATE OR DATES OF FACILITY USE**.

Neither **PARISH** nor **DIOCESE** shall be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the **FACILITY** by **FACILITY USER**, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the **FACILITY**. **FACILITY USER** shall indemnify **PARISH** and **DIOCESE** from all liability, loss or damage claims or obligations resulting from any injury or loss occurring within or adjacent to the **FACILITY**. This indemnity provision includes **FACILITY USER'S** agreement to indemnify **PARISH** and **DIOCESE** for the negligence, of any kind, of **PARISH** OR **DIOCESE**. **FACILITY USER** waives any claim against **PARISH** OR **DIOCESE** for damages relating to its occupancy of the premises from any cause whatsoever, including, but not limited to burglary, theft, or damage by water or wind.

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 (\$1,000,000.00) 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 USEAGE** 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**.

FACILITY USER shall, at its sole expense, clean the FACILITY after each use and leave it in as good or better condition than it was found.

FACILITY USER shall, at its sole expense, repair any damage to the FACILITY that occurs during FACILITY USER'S use of the FACILITY.

FACILITY USER shall not commit waste or allow waste to be committed to the FACILITY.

FACILITY USER shall not allow the FACILITY to be used for any unlawful purpose.

FACILITY USER shall not change the FACILITY USE.

FACILITY USER shall not assign this Agreement.

FACILITY USER shall not use the FACILITY or other areas adjacent to the FACILITY in any manner, which conflicts with the moral or religious teachings of the Catholic Church. The determination of whether or not the said operations conflict with the moral or religious teachings of the Catholic Church shall be at the sole discretion of the Bishop of the Diocese of Corpus Christi. If the Bishop of the Diocese of Corpus Christi determines that a conflict exists between the use of the FACILITY or other areas adjacent to the FACILITY and the moral or religious teachings of the Catholic Church, this Lease is terminated immediately. This provision does not create any oversight, review or vigilance rights or duties over FACILITY USER or FACILITY USER'S use of the FACILITY, which rights or duties are expressly disclaimed by PARISH AND DIOCESE.

DIOCESE:

Most Reverend Wm. Michael Mulvey, S.T.L., D.D
Bishop of the Diocese Corpus Christi,
A Corporate Sole, and His Successors in Office

PARISH: _____
Name

By: _____
Name of Pastor

FACILITY USER: _____
Name
