

# **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non-parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that must sign the Facility Usage/Indemnity Agreement:

1. Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish as an additional insured. It is not adequate to obtain a certificate of insurance that names the parish as a "certificate holder."

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group that does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

## **FACILITY USAGE/INDEMNITY AGREEMENT**

PARISH: \_\_\_\_\_

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 or causes of action arising from the use of the facility and operations of the above named FACILITY USER including claims initiated by third parties or claims arising from the actions of its employees, agents, family members, officers, volunteers, partners, organizational members or associates.

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 DATES 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 USERS' 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 and only 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, whether such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of the FACILITY USER.

SIGNED BY: \_\_\_\_\_

Must be an official agent of FACILITY USER)

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A TO FACILITY USAGE/INDEMNITY AGREEMENT**  
**COVID-19 LIABILITY RELEASE AND HOLD HARMLESS**  
**AGREEMENT**

\_\_\_\_\_ (Unaffiliated Organization) in consideration of being granted permission on \_\_\_\_\_ (date/s) to use real property owned by \_\_\_\_\_ Parish during the Coronavirus Pandemic, does hereby promise to forever protect, defend, hold harmless and fully indemnify the above named Parish and its employees, agents, volunteers, officers, directors, parent corporations, subsidiaries, and insurers/third party administrators from any and all claims or causes of actions in any way related to COVID-19, brought by any person or entity, arising out of or related to the use of Parish property, including but not limited to all claims and causes of action based on the alleged negligence of the Parish, the negligence of its employees, agents, and volunteers or other third parties, or my own negligence.

Authorized Representative of Unaffiliated Organization

\_\_\_\_\_

It's: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B TO FACILITY USAGE/INDEMNITY AGREEMENT**  
**COVID-19 PROTOCOLS**

1. **Safety Protocols.** Unaffiliated Organization hereby agrees to adopt thorough and detailed COVID-19 safety protocols for any and all of its activities in the facility.

2. **Cleaning.** Upon request of the Parish as indicated in the checkboxes below, Unaffiliated Organization hereby agrees to clean and sanitize the areas of usage in the facility after the conclusion of the dates of facility usage, and further agrees to be solely responsible for all costs and materials necessary to complete said cleaning and sanitizing. In the event that no boxes are checked below, it shall be deemed that cleaning was not requested by the Parish.

Cleaning requested by Parish

Cleaning NOT requested by Parish

Authorized Representative of Unaffiliated Organization

\_\_\_\_\_

It's: \_\_\_\_\_

Date: \_\_\_\_\_