**FACILITY USAGE/INDEMNITY AGREEMENT**

This Facility Usage/Indemnity Agreement (hereinafter, the “Agreement”) is hereby made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Parish”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “School”), as of this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. The Parties hereby agree as follows:

1. **Facility.** Parish is the owner of certain real estate known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the “Facility”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Parish hereby provides to School subject to the terms and conditions set forth below, a nonexclusive license to use specific areas of the Facility (such areas to be collectively referred to as the “Areas of Use”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Dates of Use.** The School shall have full access to these areas of use during scheduled school days (Monday-Friday) from \_\_\_\_\_\_a.m. to \_\_\_\_\_p.m. School use of the gymnasium, auditorium, cafeteria, or kitchen \_\_\_\_\_\_\_p.m. on scheduled school days, as well as any time on days that are not scheduled school days, must be scheduled by the parish office and placed on the parish calendar of events because from time-to-time these spaces are used for parish functions and activities. At the same time, however, to assure the security of personal and educational property, Parish use of these properties cannot be scheduled without foreknowledge and consent of the school principal. In addition, the cost of utilities and any maintenance/janitorial services associated with any Parish use of these properties is to be borne by the Parish.

The school has first priority to the use of these properties on the days and at the times that are stipulated in the paragraph immediately above. Use of any part of these properties by the host or other parties proposed by the host on days and times that have been stipulated for the school must be coordinated with and approved by the school principal and endorsed by the school’s primary agent.

1. **Usage Fee:** School will be responsible for and will pay directly the operating expenses of the school building including but not limited to supplies used by teachers, students, and school staff; utilities; telephone; internet; maintenance supplies; liability and personal property insurance premiums allocated to the school building; and services authorized by the school. For any operating expenses that are incurred by, but not separately billed to School, by a vendor, Parish will pay the invoices; School will reimburse Parish for such invoices on a monthly basis.
2. **No Assignment.** School has no right to assign or sublicense this license in any way.
3. **Capital Improvements.** Major building renovations and equipment replacements (capital expenditures) are the responsibility of the Parish.
4. **Restoration.** – Upon termination of this license, School must restore the Areas of Use to their condition existing as of the date of this Agreement and must do so in a good and workmanlike manner to the satisfaction of the Parish.

1. **Amendment.** This Agreement may be modified or amended in whole or in part only by a written instrument signed by the Parties.

1. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter of this Agreement. Any other writings are superseded by this Agreement and its Exhibits.

1. **Indemnification.** The above-name School 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 School 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.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parish

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

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School

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