



DIOCESE OF OGDENSBURG

Insurance Claims and Risk Management Office

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FACILITIES USE AGREEMENT

In consideration of the honorium noted below made payable to _____
parish
in the manner described. _____
parish hereby grants to
_____ non-transferable permission to enter _____
user name parish
and use the following “space” at the date(s) and specified time:

Space: _____
Date: _____
Time: _____

The space will be used exclusively for the purpose of _____.
No representations are made by _____ as to the suitability
parish
of the space for such a purpose. Under no circumstances shall this agreement be considered a partnership or joint venture. The space shall not be used for activities which are contrary to the teachings of the Church.

User’s Obligation:

- A. User will not cause harm or damage to any property of _____
parish
and will restore the space to its original condition. User shall not disrupt the operations of _____ in any manner whatsoever and will
parish
follow directions of authorized officials.
- B. User hereby agrees to defend, hold harmless, indemnify, release and forever discharge _____ and the Diocese of Ogdensburg,
parish
its trustees, directors, officers, agents, employees, and their successors and assigns, from and against any and all claims, demands, actions, causes of actions, judgments, suits, and debts whatsoever including but not limited to, claims of property, claims for property damage, personal injury and death, which are related in any manner whatsoever to the user’s activities at the premises. Said indemnity shall include reasonable cost and legal fees incurred by such organizations in defense of any such claims, demands, actions, causes of action, judgments, suits and debts. User further agrees to reimburse _____
parish

for the cost of restoring, repairing or replacing any damage to the grounds, building equipment, and any other property arising from the user's activities.

C. User will at its own expense procure and maintain:

Comprehensive General Liability Insurance for personal injury (including deaths) and property damage with a combined single limit of at least \$1,000,000 per occurrence. The certificate must state specifically "_____ parish" and the Diocese of Ogdensburg

shall be named as additional insured's." The certificate must also state that the policy shall not be terminated, cancelled or materially altered for any reasons without ten (10) days prior written notice. The certificate evidencing insurance shall be delivered to _____ parish

at least one week prior to the event. The user's insurance will be considered primary to any similar insurance carried by _____ user

_____. When applicable to the nature of the user's name

activities, the insurance certificate shall evidence coverage that does not contain any exclusion for the Insured's negligence in causing injury to athletic/sport participants.

FORCE MAJEURE

_____ parish reserves the right to cancel this agreement, if in the sole discretion of _____ parish events beyond the control of the parties hereto

make it impractical to perform the agreement. The user expressly agrees to release _____ parish from any liability or claim for damages which may result

from such cancellation, and agrees to indemnify and hold _____ parish

harmless from any such liability or claims brought by the event participants in regards to such cancellation. In the event of cancellation of the event pursuant to this paragraph, _____ parish agrees to refund all payments made by the renter up

to the date of notification of cancellation.

TERMINATION FOR BREACH OF AGREEMENT

_____ parish reserves the right to terminate this agreement without penalty for breach by the user of any terms contained herein.

NO ASSIGNMENT

User may not assign to other party or parties this agreement in whole or part without prior written permission of _____ parish.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties concerning the subject matter hereof. Any modifications must be in writing and signed by both parties.

GOVERNING LAW

This agreement shall be governed and construed in accordance with New York State Law.

IN WITNESS WHEREOF, The parties have caused this agreement to be executed as of the date first written above.

Parish: _____

Renter: _____

By: _____

By: _____

Title _____

Title _____

Date: _____

Date: _____