

Facility Use Agreement

The *Facility Use Agreement* is entered into on _____ (date of agreement) by _____ **Parish** and _____ (Licensee), with respect to the **Licensee's** proposed use of the space on _____ (date of event).

_____ **Parish** and **Licensee** agree to the following rules, regulations and provisions:

- 1) The Licensee will sign the *Hold Harmless Agreement* indemnifying the parish, the pastor and the Archdiocese of Cincinnati and their respected officers, employees, members and agents against any and all losses, claims, liability or damages related to the Licensee's use of the facility.
- 2) It is the Licensee's responsibility to comply with all applicable laws, ordinances and regulations in the use of the facility. The Licensee is responsible for the conduct of all individuals attending Licensee's event, including, but not limited to all guests, caterers and entertainment personnel. Therefore, it is also the Licensee's responsibility that all those individuals in attendance comply with all applicable laws, ordinances and regulations.
- 3) Any abuse of, damage to, or loss of parish property, whether real or personal, shall be the responsibility of the Licensee. The Licensee agrees to reimburse the parish, upon demand, such sum as will be necessary to restore the damaged property to its original condition.
- 4) The Licensee shall carry or obtain comprehensive general liability insurance either by (1) providing a certificate of insurance naming the parish/school as additional insured for at least \$1,000,000.00 or (2) purchasing TULIP (Special Events Insurance Program also known as Tenant User Liability Insurance Program coverage) which is available through the Archdiocese of Cincinnati website:
<http://www.catholiccincinnati.org/ministries-offices/risk-management/coverage/special-events-coverage/>.
- 5) The parish shall assume no liability for the loss, damage or return of any items of personal property brought onto the premises by the Licensee or any of his/her guests or service personnel. The Licensee shall assume all liability and risk of loss or damage to items of personal property brought onto the premises. The parish shall assume no liability for the loss or damage of vehicles parked in the parish parking lot by any individual in attendance at or in service to the event.
- 6) The Licensee will not charge for (whether by admission fee or otherwise) alcoholic beverages served at the Licensee's event and will otherwise comply with all laws regarding the use and consumption of alcohol.

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- 7) The event will terminate by Midnight and the premises will be vacated no later than 1:00 AM. If an event will have minors present who are not accompanied by a parent or guardian, the Licensee will be fully responsible for city curfew compliance.
- 8) There will be no smoking in the building and no gambling on the premises.
- 9) No decorations or signs will be attached or affixed in any way to any walls, windows, doors, lighting fixtures or the floor.
- 10) All decorations, flowers, food, beverages (including alcohol), and personal items will be removed at the conclusion of the event.
- 11) Any change or modification to this contract will not be effective unless made in writing and signed by both parties to this contract.

I/We have read and agree to the above regulations:

_____ **Parish:**

Signed

Date

_____ **Licensee:**

Signed

Date