

EXPENSE SHARING AGREEMENT

This Expense Sharing Agreement (“Agreement”) is entered into as of [Month Day, Year], by and between (i) Dennis M. Schnurr, Archbishop of Cincinnati (the “Archbishop”), as Trustee for the Members of the Congregation of [Parish Name], located at [Legal Address] (referred to herein as “[name]”), and (ii) Dennis M. Schnurr, Archbishop of Cincinnati, as Trustee for the Members of the Congregation of [Parish Name] located at [Legal Address] (referred to herein as “[name]”), under the following circumstances, **[add additional parishes as needed using format above]**;

A. [Name] Church currently employs (i) Father [Name], (referred to herein as “Pastor”); (ii) Deacon [Name] (referred to herein as “Deacon”); and (iii) Music Minister [Name] (referred to herein as “Music Minister”) **[add additional names and positions as needed using format above]**.

B. [Name] Church and [Name] Church **[add additional parishes as needed using format above]** (each referred to herein individually as a “Parish” and collectively as the “Parishes”) desire to share the services of (i) Pastor; (ii) Deacon; and (iii) Music Minister. **[add additional parishes as needed using format above]**

C. The Parishes desire to memorialize their agreement regarding sharing the costs and expenses of the services provided by the Pastor, the Deacon and the Music Minister, **[add/ delete additional names and positions as needed using format above]** and to otherwise agree on certain matters more fully described hereinafter.

NOW, THEREFORE, in consideration of the promises and agreements of Parishes hereinafter contained, the Parishes do hereby agree as follows:

1. **Term.** The term of this Agreement shall begin on [Month Day, Year], and continue until [Month Day, Year] (the “Initial Term”). This Agreement will automatically renew for additional one (1) year terms unless either Parish gives the other Parish thirty (30) days written notice prior to the termination of the current term (the Initial Term and each successive renewal term shall be referred to herein as the “Term”). This Agreement may be terminated by a Parish during any renewal term upon ninety (90) days written notice to the other Parish.

2. **Costs and Expenses Generally.** Except as expressly set forth herein, each Parish shall be responsible for all costs and expenses of its operations, including, without limitation, maintenance and repairs (such as snow removal, trash removal, janitorial service, pest control, and lawn care), office expenses, supplies, utilities, insurance, taxes, salary and wages. **[Tailor this area as needed. These items are a suggestion]**

3. **Shared Expenses.** Notwithstanding the foregoing, the Parishes agree to share the expenses of the Pastor, Deacon and Music Minister **[add/ delete additional names and positions as needed using format above and/ or what is to be shared]** as follows:

The Archdiocese of Cincinnati does not recommend any specific method for sharing expenses. The method selected should be fair and equitable to all parishes involved. Examples of possible methods:

- *Even split*
- *Ratio based on;*
 - *Time spent at each location*
 - *Parish Count*
 - *Weekly collections*

There are multiple ways to share expenses. The above examples are supplied as an example and are not required by the Archdiocese of Cincinnati.

3.1. *Pastor.* [Name] Church shall pay the full amount of Pastor's salary, benefits, and living expenses as itemized monthly using the form attached hereto as Exhibit A (the "Pastor Expenses"), and [Name] Church shall reimburse [Name] Church for [*how do you want to split in words ie. one-third*] ([*number ie 1/3*]) of the Pastor Expenses. [Name] Church will invoice [Name] Church monthly for [Name] Church's [*how do you want to split in words ie. one-third*] ([*number ie 1/3*]) share of the Pastor Expenses incurred during the prior month (which shall be approximately \$[*amount*] per month). [Name] Church shall pay each such invoice within [*time frame*] of receipt.

3.2. *Deacon.* [Name] Church shall pay [Name] Church \$[*amount*] per week for the services of the Deacon and shall be entitled on average to approximately [*amount words*] (*number*) hours of the Deacon's time each week. The foregoing weekly amount may be increased proportionately by any annual increase in compensation awarded to the Deacon.

3.3. *Music Minister.* [Name] Church shall pay [Name] Church \$[*amount*] per week for the services of the Music Minister and be entitled on average to approximately [*amount words*] (*number*) hours of the Music Minister's time each week. The foregoing weekly amount may be increased proportionately by any annual increase in compensation awarded to the Music Minister.

[add/ delete additional names and positions as needed using format above and/ or what is to be shared]

3.4. *Name of event.* [Name] Church shall pay the full amount of the costs and expenses incurred in conducting the [*Name of event*] (the "[Name"], and [Name] Church shall reimburse [Name] Church for [*how do you want to split in words ie. one-third*] ([*number ie 1/3*]) of the total expenses [Name] Church will invoice [Name] Church for [Name] Church's share of the costs as mutually agreed upon in the reasonably discretion of [Name] Church and [Name] Church, and [Name] Church shall pay such invoice within [*time frame*] of receipt of the invoice.

3.5. *Name of Event.* [Name] Church shall pay the full amount of the costs and expenses incurred in conducting the annual Parish Council retreat (the "Retreat"), and [Name] Church shall reimburse [Name] Church for [*how do you want to split in words ie. one-third*] ([*number ie 1/3*]. [Name] Church will invoice [Name] Church for [Name] Church's share of the

costs as mutually agreed upon in the reasonable discretion of [Name] Church and [Name] Church, and [Name] Church shall pay such invoice within [time frame] of receipt of the invoice.

3.6. *Combined Parish Bulletin and Website [if any].* During the Term of this Agreement, and provided the Parishes maintain a combined bulletin, [Name] Church shall maintain the combined bulletin [how do you want to split in words ie. one-third] ([number ie 1/3]) [terms of billing if needed]. [Name] Church shall not participate in the newsletter published by [Name] Church entitled “[Name].” Each Parish will maintain its own website. Each Parish website will contain a link to the other Parish’s website. The Facebook feature of the websites will be updated from time to time as necessary by [Name] Church and [Name] Church volunteers. [Name] Church will contribute to the combined bulletin based on a proportional division of costs and expenses [how do you want to split in words ie. one-third] ([number ie 1/3]). The division of costs and expenses shall be based on [Name] [how do you want to split in words ie. one-third] ([number ie 1/3]), not to exceed \$_____ per month [Include if desired]

4. [Name] Hall. [if any]

4.1. *[Name] Program.* During the Term of this Agreement, [Name] Church will make [Name] Hall available to [Name] Church without charge each [Specify requirements] to support the “[Name]” program or at such other time as may be agreed by the Parishes in writing from time to time.

4.2. *Other Uses of [Name] Hall.* During the Term of this Agreement, [Name] Church will make [Name] Hall available to [Name] Church without charge on a “first come, first served” basis for other events sponsored by [Name] Church. The [Name] or such other person as may be designated in writing by [Name] Church from time to time, will contact the designated [Name]’s Church staff member to reserve the [Name] on behalf of [Name] Church.

4.3. *Other Uses of [Name] Hall* [add additional locations and areas of use as needed.]

4.4. *Worship and Sacramental Materials, Workshops and Seminars.* [can be used if each parish is independent] Each Parish shall remain responsible for its own sacramental preparations (baptisms, weddings, funerals, etc.). In the event [Name] Church participates in workshops or seminars conducted by [Name] Church, [Name] will reimburse [Name] Church for the cost of [Name] Church’s participation. Costs must be agreed upon in advance in the reasonable discretion of [Name] Church and [Name] Church on a per participant basis prior to [Name] incurring any obligation. In the event [Name] Church participates in workshops or seminars conducted by [Name] Church, [Name] Church will reimburse [Name] Church for the cost of [Name] Church’s participation. Costs must be agreed upon in advance in the reasonable discretion of [Name] Church and [Name] Church on a per participant basis prior to [Name] incurring any obligation. All such costs shall be invoiced and said invoice shall be paid within [Time Frame] of receipt by the invoiced Church.

5. **Indemnity.** [Name] Church agrees to defend, indemnify, hold harmless and make whole [Name] Church, the Archbishop, and the Roman Catholic Church of the

Archdiocese of Cincinnati (the “Archdiocese”) from and against any and all damages, costs, expenses, claims, demands or causes of action of every kind and character arising out of any negligent or wrongful act of [Name] Church and/or the breach of this Agreement by [Name] Church. [Name] Church agrees to defend, indemnify, hold harmless and make whole [Name] Church, the Archbishop and the Archdiocese from and against any and all damages, costs, expenses, claims, demands or causes of action of every kind and character arising out of any negligent or wrongful act of the [Name] Church and/or the breach of this Agreement by the [Name] Church. **[add additional parishes as needed using format above]**

6. **Notices.** All notices or other communications provided under this Agreement or which may be given by one Parish to the other Parish [Parishes] under this Agreement shall be made in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by confirmed fax or e-mail to the following addresses of the Parties:

If to the [Name] Church:

[Name] Church
[address]
Attention: [Name]
E-mail: [Name]

If to the [Name] Church:

[Name] Catholic Church
[address]
Attention: [Name]
E-mail: [Name]

With Copy to:

Archdiocese of Cincinnati
100 East 8th Street
Cincinnati, OH 45202
Attn: Tom Jennings, CFO
Fax: (513) 421-6225
E-mail: tjennings@catholiccincinnati.org

With Copy to:

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100 East 8th Street
Cincinnati, OH 45202
Attn: Tom Jennings, CFO
Fax: (513) 421-6225
E-mail: tjennings@catholiccincinnati.org

Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of fax transmission.

7. **Past Events.** This agreement has no bearing on past events.

8. **Miscellaneous.**

8.1. *Assignment.* Neither Parish [**No Parish**] may assign or subcontract its rights or obligations hereunder without the prior written consent of the other Parish[**s**].

8.2. *Waiver.* Neither Parish [**No Parish**] will be deemed to have waived any provision hereof unless such waiver is in writing and executed on behalf of the other Parish[**s**].

8.3. *Severability.* The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.

8.4. *Governing Law.* This Agreement shall be governed by, construed and enforced under the substantive, and not conflicts, Code of Canon Law of the Catholic Church and laws of the State of Ohio. Other than for the seeking of equitable remedies, the exclusive forum for any litigation hereunder shall be the federal or state, as appropriate, courts located in [**Name**]County, Ohio. Each party irrevocably submits to the jurisdiction of such courts.

8.5. *Amendment.* This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

8.6. *Rights of Third Parties.* This Agreement is not intended to confer upon any person not a party to this Agreement any rights or remedies hereunder.

8.7. *Independent Parties.* Nothing in this Agreement is intended nor shall it be construed to create a partnership or a joint venture relationship between the Parishes. Neither Parish [**No Parish**] shall have any express, apparent or implied authority to incur any financial or legal obligation or liability on behalf of or binding upon the other Parish [**s**]. Nor shall anything in this Agreement be construed to make Pastor, Music Minister or Deacon an employee of [**Name**] Church.

8.8. *Further Assurances.* Each Parish[**s**] shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Parish[**s**] may reasonably require for the purposes of giving effect to this Agreement.

[Signatures Follow]

Approved:

Father [Name] _____ 8

Chair, [Name] Catholic Church Parish Council

Chair, [Name] Catholic Church Finance Committee

Chair, [Name] Catholic Church Parish Council

Chair, [Name] Catholic Church Finance Committee

[Add as needed using format above]

Exhibit A

Pastor Monthly Expense Breakdown and Invoice

For the Month of: _____

Net wages for prior month:	\$ _____
Federal withholding taxes for prior month:	\$ _____
State, Local taxes, health care or other benefit amounts for prior month:	\$ _____
Workers' Compensations contribution for prior month:	\$ _____
Unemployment contribution for prior month:	\$ _____
Housing Expense:	\$ _____
Utilities (electricity, phone, internet, water, gas, cable):	\$ _____
Food Expense (groceries, eating out):	\$ _____
Clothing Expense:	\$ _____
Transportation Expense (automobile repairs, maintenance gasoline):	\$ _____
Entertainment:/Recreational Expense:	\$ _____
Professional Expenses (seminars, training, etc.)	\$ _____
Pension Expense	\$ _____
Other Expenses ¹ :	\$ _____
TOTAL MONTHLY EXPENSES	\$ _____

Total Monthly Expenses of \$ _____ divided by 3 = \$ _____.

* * * *

¹Description of Other Expenses: _____
