

Facility Use Agreement

This Facility Use Agreement (“Agreement”) is made and entered into by and between _____ Parish/School (“Licensor”) and _____ (“Licensee”) for the Licensee’s rental of the facility space known as _____ and located at _____, _____, Ohio (the “Facility”), at scheduled times agreed to by the parties as described in Attachment A.

The Licensor and Licensee agree to the following:

1. It is Licensee’s responsibility to comply with all applicable laws, ordinances, and regulations in the use of the Facility. Licensee is responsible for the conduct of all individuals attending Licensee’s event including, but not limited to, his/her/its employees, volunteers, guests, attendees, caterers, and vendors. Therefore, Licensee is also responsible for ensuring that those individuals comply with all applicable laws, ordinances, and regulations.

2. Licensee is responsible for any abuse of, damage to, or loss of Licensor’s property (including the Facility), whether real or personal. Licensee agrees to reimburse the Licensor, upon demand, such sum as will be necessary to restore the damaged property to its original condition.

3. Licensee shall carry comprehensive general liability insurance either by (1) providing a certificate of insurance naming the Archbishop of Cincinnati and his successors as Trustee and the Archdiocese of Cincinnati and the Licensor as additional insureds 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 link: [SPECIAL EVENTS TULIP](https://resources.catholicaoc.org/offices/finance/risk-management/insurance-coverages#SpecialEvents) (https://resources.catholicaoc.org/offices/finance/risk-management/insurance-coverages#SpecialEvents)

4. The Licensor assumes no liability for the loss, damage, or return of any items of property brought onto the premises by Licensee or any of his/her/its employees, volunteers, guests, attendees, caterers, or vendors. Licensee assumes all liability and risk of loss for any loss or damage to items of personal property brought onto the premises by Licensee or any of his/her/its employees, volunteers, guests, attendees, caterers, or vendors. The Licensor assumes no liability for the loss or damage of vehicles parked in the Licensor’s parking lot by Licensee or any of his/her/its employees, volunteers, guests, attendees, caterers, or vendors.

5. Licensee agrees to adhere, and to require his/her/its employees, volunteers, guests, attendees, caterers, and vendors to adhere, to the following rules during the use of the Facility:

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- Licensee and his/her/its employees, volunteers, guests, attendees, caterers, and vendors will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) activity which offends or is contrary to the faith or morals of the Catholic Church.
- The Facility's Building Manager or the Licensor's designee shall approve the scheduling of any event.
- Licensee agrees to conduct the event in a civil orderly manner, and at a reasonable noise level, and the Licensor reserves the right to eject anyone from the premises for damage to property, injury to person, unacceptable, unruly and/or dangerous behavior, inappropriate attire, lewd acts, disregard of the Licensor's policies or these rules, or for any violation of this Agreement.
- The event (including music) will end, and the Facility and Licensor property will be vacated, no later than designated time indicated above or in Attachment A. If an event will have minors present who are not accompanied by a parent or guardian, Licensee shall be fully responsible for city curfew compliance.
- Absolutely NO decorations or signs are to be attached or affixed in any way to any walls, windows, doors, chandeliers, or floors.
- All decorations, flowers, food, beverages (including alcohol), and personal items shall be removed by Licensee at the conclusion of the event.
- There is NO SMOKING inside the Facility.
- There is no gambling inside the Facility or on any Licensor property.
- Firearms are strictly prohibited inside the Facility and on any Licensor property.
- Licensee shall comply with all applicable laws, ordinances, and regulations in the use of the Facility and Licensor property.
- Licensee is responsible for the conduct and acts and omissions of all individuals attending Licensee's event including, but not limited to, any of his/her/its employees, volunteers, guests, attendees, caterers, and vendors.

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- Licensee is required to ensure that Licensee's employees, volunteers, guests, attendees, caterers, and vendors attending or participating in the event also comply with all applicable laws, ordinances, and regulations.

- Licensee shall be liable for abuse of, damage to, or loss of property belonging to the Licensor, whether real or personal, and any and all injuries occurring to Licensee, his/her/its employees, volunteers, guests, attendees, caterers, vendors, and third parties as a result of Licensee's use of the Facility or the conduct of Licensee, its employees, volunteers, attendees, caterers, vendors, or third parties at the event. Licensee agrees to reimburse the Licensor, upon demand, such sum as will be necessary to restore or replace the damaged property to its original condition. Licensee assumes full responsibility for the character, acts, and conduct of all persons attending Licensee's event.

- Licensee will not charge for (whether by admission fee or otherwise) alcoholic beverages served at Licensee's event and will otherwise comply with all laws regarding the use and consumption of liquor.

6. To the fullest extent permitted by law, Licensee agrees to defend, indemnify, and hold harmless the Licensor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, both individually and as trustee for the Archdiocese, all parishes and schools within the Archdiocese, and all of their agents, representatives, volunteers, and employees, from any and all liability, claims, judgments, damages, costs and expenses, including attorneys' fees, in connection with loss of life, personal injury, and/or property damage that relates in any way to (i) any occurrence in or upon the Licensor's property, (ii) the occupancy or use by Licensee of the Facility or any part thereof or the use by Licensee of any adjacent property, or (iii) an act or omission of Licensee or any of his/her/its employees, volunteers, guests, attendees, caterers, vendors, or other third-parties attending or participating in the event.

7. The Licensor will not be liable for its failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered, or prevented by event of force majeure including, but not limited to, civil commotion, strike, lockout or other industrial dispute, acts of God, pandemic, epidemic, inability to obtain equipment, power, necessary governmental licenses or permits, materials or transportation, or any other circumstances beyond the Licensor's reasonable control. Should such an event of force majeure continue for a commercially unreasonable period of time, this Agreement may then be terminated immediately upon written notice to Licensee.

8. This Agreement reflects the entire agreement of the parties on the matters set forth herein. This Agreement supersedes all prior negotiations, understandings, contracts, and agreements between or among the parties on the matters specifically set forth herein. This Agreement may

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only be modified or changed by a writing duly executed by the parties and may not be orally modified, changed, or altered in any way.

9. This Agreement was prepared with revisions by the parties and/or their respective counsel and shall not be construed against any person, firm, or entity on account of the identity of the drafter.

10. In the event that one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions or part of a provision of this Agreement. Instead, this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

11. Additional terms and conditions are described in Attachment A. In the event of conflict, terms contained in the agreement shall prevail over Attachment A.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. Any action to enforce this Agreement or concerning the validity or breach of any provision of this Agreement shall be brought only in the appropriate County Court of the County where the Facility is located.

Agreed and entered into on the last date Written below.

LICENSOR:

LICENSEE:

Print Name of Parish/School

Print Name of Person or Entity

Signature of Licensor Representative

Signature of Authorized Person

By: _____

Print Name of Authorized Person signing

Its _____
(Pastor, Administrator, Principal, etc.)

Date: _____

Date: _____

