

FACILITY USAGE LIABILITY, INDEMNITY AND DAMAGE AGREEMENT

PARISH/INDEMNITEE:

(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

USER:

TYPE OF EVENT:

DATE OF EVENT:

In consideration of the USER'S use of the FACILITY for the EVENT listed above, USER agrees as follows:

1. **TO** provide the Parish with a Certificate of Insurance naming the Parish and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as "the Indemnitees"), as Additional Insureds under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring USER'S liability for damage and injury to person and property arising out of USER'S acts or omissions related in any way to the EVENT. USER agrees to provide such Certificate to the Parish at least 10 days prior to the EVENT. USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Indemnitees.
2. **TO** protect, defend, indemnify, and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of USER'S acts or omissions related in any way to the EVENT.
3. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the EVENT, of any and all persons attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason related to the EVENT.
4. **TO** protect, defend, indemnify, and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.
5. **TO** assume the risk of exposure to or infection of Communicable Diseases by USER's use of facility and that such exposure or infection may result in personal injury, illness, permanent disability, or death to USER, their guests, invitees, vendors, and participants. USER further understands that the risk of becoming exposed to or infected by Communicable Diseases at the facility may result from the actions, omissions, or negligence of Indemnitees or others, including, but not limited to, Indemnitee's employees, volunteers, and guests. Communicable Disease includes and is not limited to, any disease or illness which can be transmitted through direct or indirect means.
6. **TO** protect, defend, indemnify, hold harmless and release the Indemnitees, their administrators, directors, officers, employees, agents, and volunteers, from and against all claims and causes of action for any injury, damage, or harm of any kind which may directly or indirectly arise out of actual or alleged transmission of a Communicable Disease as a result of USER's use and occupancy of Parish Facilities.

7. **TO** provide the Parish, at least 10 days prior to the EVENT, with Certificates of Insurance for all vendors, including, but not limited to, all performers, entertainers, bands and caterers, attending, or participating in, the EVENT, certifying that such vendors are insured for liability, with limits of at least \$1,000,000 per occurrence, for damage and injury arising out of vendors' acts or omissions, and naming the Indemnitees as Additional Insureds for the EVENT.

8. **TO** assume entire responsibility for any and all damage to Parish property, real and personal, caused by USER, any person attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.

9. **TO** identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the USER'S responsibility to provide sufficient information about the planned Use to allow the Parish to make a determination whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the USER misrepresented the planned Use of the Parish Facilities. In that event, the USER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.

10. **THAT** in accordance with Minnesota Statute §363A.26, the Parish Facilities may not be Used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

Date

USER- *(Must be an official agent of USER)*

Revised 7/2021