

FACILITY USE AGREEMENT

By this Facility Use Agreement (the “**Agreement**”), _____ Parish (the “**Licensor**”) agrees to allow the use of a facility, hereinafter defined (the “**Facility**”), situated within the Licensor’s real property (the “**Premises**”) known and numbered as follows:

Street Address: _____, City: _____,
Ohio, Zip Code: _____, County: _____, to the following **Licensee**:

- Name of Licensee: _____
- Address: _____ City: _____ State: _____ Zip: _____
- Telephone: Home: _____ Business: _____
- Name and Title of Licensee’s Officer or Agent (if Licensee is not an individual):
Name: _____
Title: _____
- Name and Description of Facility to be used:

- Use of the Facility (the “**Use**”):

Please Check either One-Time Use or Continuing Use and fill in the subsequent blanks:

One-time Event:

- Licensee shall pay Licensor a total fee of \$ _____ as follows:
 - A non-refundable deposit of \$ _____ immediately upon execution of this Agreement.
 - A clean-up fee of \$ _____, immediately upon execution of this Agreement. The fee shall be returned to Licensee at Licensor’s sole discretion after inspection of the Facility by Licensor.
 - The balance of \$ _____ at least _____ days prior to the Event. Please check one of the following sentences:
 - Security guard services will be provided by Licensor. The fee for such services is included in the above fee.
 - No security guard services will be provided by Licensor and any security guard services desired by Licensee shall be provided by Licensee, subject to obtaining prior written approval from licensor.
 - Date of the Event and Time of Use: _____ / _____ / _____ (date) from approximately _____, a.m. / p.m. until _____, a.m. / p.m. (the “**Event**”).
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Continuing Event:

- The **Term** of this Agreement shall be for a period of _____ (_____) months commencing on _____ (the "**Commencement Date**") and terminating at 11:59 p.m. on _____ (the "**Termination Date**").
- Licensee shall pay Licensor a fee of _____ dollars and _____ cents (\$_____.) (the "**Fee**") in advance on or before the first (1st) day of each and every calendar month, without any offset or deduction, for the use of the Facility, during the Term of this Agreement commencing on the Commencement Date and terminating on the Termination Date. Any partial month shall be prorated on a per diem basis. The Fee shall be paid directly to Licensor at the above-listed address.
- A non-refundable deposit of \$ _____ shall be paid by Licensee to Licensor immediately upon execution of this Agreement.
- Day(s) of the Event(s) and Times of Use: _____ (day/days of use) from approximately _____, _____ a.m./_____ p.m. until _____, _____ a.m./_____ p.m., starting date ____/____/____ and ending date ____/____/____ (the "Event(s)").

Under the following Terms and Conditions:

1. The **Terms and Conditions** of this Agreement shall be effective as of the **Effective Date**, as hereinafter defined.
2. Licensor agrees to grant to Licensee a license to use the Facility, as described above, at the specified Event(s), as described above, and for the specified Use, as described above.
3. Licensee shall use the Facility solely for the Use and shall not use or permit or suffer the use of the Facility for any other use.
4. Licensee agrees that Licensee' use of the Premises is limited to the Facility and that all other spaces/buildings situated on the Premises are not available for use by Licensee for the Use described above or any other use unless and until written permission is obtained from Licensor, and such use shall be subject to the terms and conditions of this Agreement.
5. Licensee acknowledges that the maximum capacity of the Facility is _____ persons. Licensee agrees not to exceed this limit.
6. Licensee acknowledges that the Facility is a facility of a Roman Catholic Parish. Licensee agrees that it shall not use or permit the Facility to be used in any manner which Licensor determines, in its sole and absolute discretion, (1) to be immoral (2) to promote the espousal of beliefs or viewpoints contrary to the teachings of the Catholic Church, or (3) to be injurious to the reputation of the Licensor, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland.
7. Licensee acknowledges and agrees that the Licensor is allowing the use of its Facility ONLY, and is neither a sponsor of nor a participant in the Event(s).
8. Licensee agrees that it has inspected the property and finds that it is suitable for its intended purpose and agrees that it is Licensee's sole duty to determine whether the property is suitable for its intended use and to determine the application of any zoning code or other laws and regulations pertaining to Licensee's intended use of the Facility. Licensee agrees to accept the use of the Facility in its PRESENT "AS IS" CONDITION during the specified dates and times. To the extent that any repairs, modifications, or alterations must be made in connection with Licensee's use of the Facility or as a result of any law, regulation, or ordinance in connection with Licensee or Licensee's operations, Licensee shall make such repair, modification or alteration at its sole expense. Licensee shall not make any repairs, modifications, or alterations without first obtaining Licensor's written approval and consent.
9. Licensee agrees to observe all laws, regulations, orders, and ordinances of any kind, including but not limited to, fire, health and safety requirements. Licensee agrees that any penalty or fine assessed against the Licensor as a result of Licensee's violation of such laws, regulations, and ordinances will be charged to Licensee and that Licensee shall be solely responsible for the payment of such penalty or fine.
10. Licensee shall not do anything in the Facility or in any space/building on the Premises, or bring or keep anything therein, that will in any way increase or tend to increase the risk of fire or the rate of fire insurance.
11. Regarding the possession, sale, or distribution of alcohol, Licensee acknowledges the following:

- a. Ohio law prohibits the serving of alcohol free of charge by Licensee unless all of the following are true:
 - i. Licensee's Event(s) is/are by invitation only or is/are open only to a limited and definable group of people.
 - ii. Attendance and participation in Licensee's event(s) is/are completely free of charge.
 - iii. Licensee is providing the alcohol to the participants and invitees free of charge.
- b. Ohio law requires all of the following if alcohol is to be sold by Licensee:
 - i. Licensee must be eligible to obtain and must in fact obtain a temporary liquor permit for the sale of alcohol.
 - ii. Licensee must strictly follow all terms and conditions of the liquor permit.
- c. Licensee acknowledges and agrees that **B.Y.O.B. EVENTS ARE STRICTLY PROHIBITED.**

12. Licensee shall:

- a. Fully insure himself/herself/itself and, if applicable, Licensee's officers, directors, employees, volunteers and agents, with the following coverage forms, limits, and policy endorsements: Comprehensive General Liability insurance, with Liquor Liability coverage if alcohol is to be sold, with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence, providing coverage for both bodily injury, including death and property damage, covering the use and occupancy of Facility, its operations and completed operations.
- b. Obtained such insurance from a carrier rated at least "A" by A.M. Best Company and licensed or approved in the State of Ohio.
- c. Ensure that such policy:
 - i. Names as Additional Insured the Licensor, the Roman Catholic Diocese of Cleveland, and the Bishop of the Roman Catholic Diocese of Cleveland.
 - ii. Provides that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
 - iii. Provides that Licensor shall be given advance written notice of the cancellation, non-renewal or reduction in coverage.
- d. Provide to Licensor a Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Licensor no later than five (5) days prior to the Event.

- 13. In lieu of obtaining the requisite liability coverage from an insurance company as set forth above, Licensee may be eligible to obtain the necessary coverage by purchasing "Special Events Liability Insurance" coverage from the Diocesan Insurance Office through the Licensor. However, liquor liability coverage for Events at which a liquor permit is required is not included in this "Special Events Liability Insurance" and cannot be obtained through the Diocesan Insurance Office.
- 14. In Licensor's discretion and subject to approval of the Diocesan Insurance Office, for Events hosted by an individual or family, evidence (in the form of a certificate or policy declarations page) of Licensee's homeowners or other liability insurance showing a limit of at least \$500,000 may be accepted in satisfaction of the insurance requirement contained herein other than the Liquor liability insurance.
- 15. Licensee agrees to keep the Facility, including restrooms, in neat order and shall be responsible for all set-up requirements, all clean-up, and the removal of waste from the Facility after each Event. Licensee agrees to deposit all waste in the dumpster or receptacle designated by Licensor after each Event.
- 16. Licensee agrees that Licensee shall be solely liable for any theft of or damage to the Facility or Licensor's property, real or personal, arising from the negligent or tortious acts or omissions of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others permitted on the Facility by Licensee. Licensee acknowledges and agrees that lack of supervision during any Event shall per se constitute negligence for purposes of this Agreement.
- 17. Licensee also shall use caution in decorating the Facility so as not to cause damage and shall not tape or affix decorations to painted or plastered surfaces.

18. Licensee shall be solely liable for any and all injuries, regardless of type, which may be suffered by Licensee while utilizing the Facility.
19. To the fullest extent allowed by law, Licensee covenants and agrees to indemnify, defend and hold harmless the Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Roman Catholic Diocese of Cleveland and their respective pastors, members, officers, agents, employees, contractors, licensees or invitees from and against any and all claims, damages, losses, costs, judgments or expenses, including but not limited to, reasonable attorney's fees and professional fees and litigation costs, caused by, arising out of, or related to (a) the use and occupancy of the Facility by the Licensee or its agents, contractors, employees, servants, sublessees or any others that Licensee allows onto the Premise (each a "Licensee Party"); or (b) any act or omission of Licensee or any Licensee Party; or (c) any failure to perform any agreement or obligation to be performed by Licensee under this Agreement.
20. Licensee acknowledges and agrees to pay the sole cost and expense of any security guard services determined to be required at the sole discretion of Licensor.
21. Licensee agrees to follow any and all further instructions, rules and regulations provided by Licensor concerning use of the Facility and Licensor's Premises.
22. Licensee agrees to set up no earlier than the start time listed above and to be out and have the Facility and Premises secured, cleared of debris, cleaned and lights out by the end time listed above for each Event.
23. The undersigned agrees to the foregoing on behalf of himself/herself personally and the organization he/she represents, if Licensee is not an individual.
24. The undersigned further warrants that the Licensee, if not an individual, is duly organized or qualified under the laws of the State of Ohio and is qualified to do business in the State of Ohio.
25. If Licensee is not an individual, the undersigned warrants and represents that he/she is authorized to sign and execute this Agreement on behalf of Licensee and that evidence of such authority will be provided to Licensor upon request.
26. Licensee agrees that failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.
27. Licensee agrees that Licensor reserves the right to terminate this Agreement for any reason or no reason whatsoever. Licensee agrees that in the event that the Licensor terminates this Agreement, Licensee's damages shall be limited to a return of any and all deposits, or in the case of a Continuing Event, a pro-rata refund of any Fee paid in advance.
28. This Agreement and the times specified herein shall not be modified unless in writing and signed by Licensor.
29. Failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.
30. This Agreement represents and contains the entire agreement of the parties.
31. Licensee agrees and acknowledges that this Agreement shall not be assigned or the facility sublet without prior written permission of Lessor's authorized representative.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on this _____ day of _____, 20____ ("the **Effective Date**").

LICENSOR:

LICENSEE:

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Title: _____

Title: _____