

St. Michael's Catholic Church
Mahnomen, MN 56557
Facility Usage and Indemnity Agreement

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than five hundred thousand dollars (\$500,000) per occurrence.

FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY 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 PARISH.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____
(Must be an official agent of FACILITY USER)

NAME (please print): _____

Date: _____

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This agreement made and entered into this _____ day of _____ by and between: The Church of St. Michael's, Mahnomen, of the Diocese of Crookston. (Owner) and _____ herein after referred to as "User".

The Catholic Church of St. Michael's, has adopted a policy governing the use of its facilities and equipment and the above named individual or organization desires to use the (List Space)

On (List date) _____, during the hours of: (List Hours) _____ for the purpose of (List Event) _____

In consideration of the non refundable usage fee of \$_____, and the cleaning and security deposit of \$50.00, and the terms and conditions listed below and on the reverse side of this document.

The Catholic Church of St. Michael's, Mahnomen (Owner) agrees to permit the above named individual or organization to use the described facilities on the date(s) indicated above and the above named individual or organization agrees to abide by the following terms and conditions:

1. User agrees to pay the non refundable usage fee for use and to make the cleaning and security deposit fee at least (2) weeks in advance.
2. User agrees to protect, indemnify and save the Catholic Church of St. Michael's, Mahnomen (owner) harmless from any and all liability to Usher or Usher's employees, guests, invitees or family members from any loss, damage, or injury to their property or person sustained by reason of any act or occurrence whatsoever due directly or indirectly to the use of the premises or any part thereof. All terms on the reverse of this page are in effect.
3. User will provide a certificate of insurance for liability in the minimum amount of \$500,000.00. It must name the owner as an additional insured.
4. User agrees to pay reasonable costs for repair or replacement of any damage to Church property, real or personal, occurring on premises or with goods used.
5. User agrees to have the facility clean and in order the same day of the event.
6. User agrees to confine the activity to the area allowed by this agreement.

User's Signature: _____ **Date:** _____

Parish Witness: _____

Receipt of funds: Security Deposit: \$ _____ Usage fee: \$ _____