



Diocese of Sioux Falls Facility Use Agreement

This Facility Use Agreement is entered into by and between _____ (Owner)
(name of parish, school, other)

and _____ (Licensee), for Licensee's rental of the facility space known as
(name of individual or group)

_____ and located at _____,
(gym, hall, auditorium, lodge, etc.) (church, school, retreat center, etc.)

in _____, South Dakota, and the terms are fully described in this Agreement.
(city)

The Parties Agree as Follows:

Licensee will be allowed to use the facility from _____ am/pm until _____ am/pm on _____, 20___. Licensee will only use the facility for the purposes set out in its Application for Use of Church-owned Facility which has been submitted to Owner. In no event, will Licensee use the facility for any purpose contrary to the terms of this Agreement or the Facility Use Policy. Licensee will pay Owner a rent of \$_____ for such use of the facility.

1. Insurance Requirement.

Licensee shall provide a certificate of insurance to the Owner which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. Licensee shall have the Owner named as an "Additional Insured" on Licensee's 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 Owner by facility users' employees, agents, partners, family members, students, customers, function attendees, guests, invites, 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 Owner.

- a. If coverage cannot be procured through the Licensee's insurer, the Diocese does provide Special Events coverage through a private insurer. Application and a \$95 fee are required.

2. Licensee's Representations and Owner's Right to Deny Use.

As an inducement to the Owner entering into this Agreement with Licensee, Licensee represents that:

- (a) Licensee is not an individual, group or organization whose purpose, tenets, acts or omissions, or objectives contradict the moral teachings of the Catholic Church or the policies of the Diocese of Sioux Falls, as determined by the Bishop of the Diocese of Sioux Falls; and
- (b) In using the Facility, Licensee and its guests or attendees will not engage in
 - (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises;
 - (ii) a political/partisan event in support of one candidate for civil office and in opposition to other candidates for the same office or which advocates for a ballot issue; or
 - (iii) any activity which promotes matters of morality, spirituality, or theology in ways that are inconsistent with the teachings of the Roman Catholic Church.

(continued)



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Additionally, Licensee acknowledges that the Owner reserves the right to deny the use of facilities to any person, group or organization when the Owner determines that the granting of such use will not be in the best interest of the Owner or the Diocese, or that the denial of such use is necessary to avoid scandal.

3. Impossibility.

Licensee acknowledges that the Owner shall not be liable for Owner's failure to provide the Facility for the Event due to fire, electrical failure, an act of God, or other condition beyond its reasonable control. Furthermore, Licensee acknowledges that parish events such as funerals may arise with little or no warning which take precedence over this secondary priority for use. In such case, Owner will make all reasonable efforts to reschedule the Event. If a rescheduled date cannot be agreed upon, Owner shall refund all monies paid by Licensee as Licensee's sole and exclusive remedy.

4. Indemnification and Hold Harmless.

To the fullest extent permitted by law, Licensee will indemnify Owner and save Owner, its agents and employees, and hold harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon Owner's property, or the occupancy or use by Licensee of the property or any part thereof or the use by Licensee of any adjacent property, or occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, licensees, concessionaires, guests or other attendees. In case Owner shall be made a party to any litigation commenced by or against Licensee, Licensee shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

5. Damage or Loss.

Owner assumes no liability for the loss, damage or return of any items of personal property brought onto the premises by Licensee, or any of its guests. Licensee assumes all liability and risk of loss for any loss or damage to items of personal property brought onto premises by any member of said Licensee, or any of its guests. Owner assumes no liability for the loss or damage of vehicles parked in the Church/School/other Diocesan entity/Facility parking lot by Licensee, or any of its guests.

6. Adherence to Facility Rules.

Licensee agrees to adhere, and to require its guests and attendees to adhere, to the following rules during the use of the Owner's facility:

- (a) Licensee and its guests or attendees will only use the facility in a manner that is at all times consistent with the terms and information contained in the Application, Policy and this Agreement.
- (b) The Facility's Building Manager or the Owner's designee shall approve scheduling of all building facilities.
- (c) Licensee agrees to conduct the Event in a civil orderly manner, and at reasonable noise level, and Owner reserves the right to eject any guest or attendee of the Event from the premises for damage to property, injury to person, unacceptable, unruly and/or dangerous behavior, inappropriate attire, lewd acts, disregard of Owner's policies or these Rules, or for other violation of this Agreement.
- (d) All decorations, flowers, liquor, or food items must be removed at the conclusion of the Event.
- (e) There is to be NO SMOKING inside the building, outside the premises or on the premises.

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- (f) Firearms are strictly prohibited in the building, outside the building, and on the premises.
- (g) Licensee shall comply with all applicable laws, ordinances and regulations in the use of the facility.
- (h) Licensee is responsible for the conduct and acts and omissions of all individuals attending Licensee’s Event, including, but not limited to, all guests, attendees, caterers and vendors.
- (i) Licensee is required to ensure that Licensee’s guests and the caterer and other vendors for the Event also comply with all applicable laws, ordinances and regulations.
- (j) Licensee shall be liable for abuse of, damage to, or loss of property belonging to Owner, whether real or personal, and any and all injuries occurring to Licensee, its guests, attendees, and third parties as a result of Licensee’s use of Facility or conduct of Licensee, guests and/or attendees at the Event. Licensee agrees to reimburse the Church, upon demand, such sum as will be necessary to restore or replace the damaged property. Licensee assumes full responsibility for the character, acts and conduct of all persons attending Licensee’s Event.
- (k) Alcohol Use
 - a. 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.
 - b. Licensee will not permit attendees of its event to bring their own alcoholic beverages to the event.
 - c. Licensee will provide a list of alcohol to be provided to event attendees in advance of the event.

7. Complete Agreement.

This represents the complete agreement between the parties. Any change or modification to this Agreement will be invalid unless made in writing and signed by both parties to this contract.

Agreed and entered into on the last date written below.

OWNER:

LICENSEE:

Printed Name of Owner (Parish or other Diocesan entity)

Print Name of Person, Group or Entity

Signature of Owner Representative

Signature of Authorized Person

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

Printed Name of Authorized Person

Date: _____

Date: _____