

Our Lady of Lourdes Parish
4723 NW Franklin Street
Vancouver, WA 98663

USE AGREEMENT

This use agreement is made this ____ day of _____, 20____, between The Corporation of Catholic Archbishop of Seattle (CCAS)/Our Lady of Lourdes Parish, referred to as the Facility Owner in this Use Agreement, and _____ referred to as the Facility User in this agreement.

1. SPACE: Facility Owner grants the nonexclusive use of the following:
2. located at Our Lady of Lourdes Campus.
3. TERM: The term of this usage is for the date and time indicated:
4. EVENT/ACTIVITY: Facility User is using the space for the following:
5. FEE: Facility User agrees to pay Facility Owner the following amount:
\$_____.
6. RESPONSIBILITIES: Throughout the term of this Use Agreement, the Facility User agrees to clean as needed the space used, keep walkways, etc clear of debris.
7. INDEMNIFICATION: The facility User agrees to protect, indemnify, defend and hold harmless the Corporation of the Catholic Archbishop of Seattle and Our Lady of Lourdes Parish, Vancouver, WA 98663, against and from any and all claim(s) or cause of action rising out of loss, damage, or injury to persons or property resulting from any accidental, negligent or other actionable fault in connection with the Facility User's use, event, activity/activities, maintenance, or occupancy of the premises, and whether or not such losses, damage, or injury was caused by Facility Users' guests, family members, volunteers, helpers, partners, vendors, associates, officers in connection with the Facility User's use, event, or activity/activities on the property of Our Lady of Lourdes Parish, Vancouver, WA 98663.

8. **NON-PROFIT STATUS (non-profit organizations only):** A copy of the Facility User's 501(c) (3) documentation, or equivalent non-profit status paperwork, shall be provided to the Facility Owner, said documentation to be attached to this Use Agreement. **This section does not apply to individual parishioners.**

9. **LIABILITY INSURANCE (check appropriate box):**

Insurance certificate already on file with Catholic Mutual. The following are on file: Knights of Columbus, American Heritage Girls, and Boy/Cub Scout groups that are "parish chartered". All other individual/groups, please check the appropriate box below and follow the indicated instructions.

For one-time use, Facility User will apply and pay for Catholic Mutual special events coverage.

For short-term and one-time use, Facility User will provide Facility Owner with general liability insurance in an aggregate amount of not less than One Million Dollars (\$1,000,000) per occurrence. In the event children are present during the time the space is used, the policy shall include evidence of coverage for damages arising from child molestation or abuse, including defense costs. Facility User shall provide an acceptable certificate of such insurance that shows/names Facility Owner as additional insured, said certificate to be attached to this Use Agreement.

NOTE: Facility User understands that insurance coverage for their personal property is User's responsibility.

10. **BACKGROUND CHEKS AND SAFE ENVIRONMENT TRAINING (non-Profit organizations only):** Facility User certifies that criminal background checks have been successfully completed and safe environment child abuse prevention training has been provided to all individuals who volunteer within your organization on our property as required by Articles 12 and 13 of the U.S. Conference of Catholic Bishops Charter for the Protection of Children and Young People. A copy is available at the parish office.

11. **TERMINATION:** Facility Owner reserves/retains the right to terminate the Use Agreement if the Facility Owner determines this Use Agreement no longer acceptable to the Catholic Church and/or the Parish.

12. **CHANGES TO THIS AGREEMENT:** All notices/changes to this agreement

Shall be done in writing and submitted to all parties.

Agreed:

For Facility User:

Name: _____

Address: _____

Phone: _____

Facility Owner:

Fr. Michael Radermacher
Our Lady of Lourdes Parish, 4723 NW Franklin St., Vancouver, WA 98663

Note: This agreement is for short-term uses (roughly 100 hrs of usage per year) by
Non-profit or one-time use of space by a non-profit or parishioner.