

**DIOCESE OF FORT WORTH
CONTRACT FOR USE OF FACILITIES**

1. _____ hereby agrees to permit use
(Name of Diocesan location)
of _____ by _____
(Specify facility) (Party or parties reserving facility)
in return for which user named above agrees to the terms of this contract.

2. User may use the facility on _____ from _____ to _____
(Date) (Hour) (Hour)

- 3.* A charge of \$ _____ shall be paid in advance by the user for the rental of the facility.

- 4.* A charge of \$ _____ shall be paid in advance by the user for a clean up fee.

- 5.* A fee of \$ _____ shall be paid in advance by the user as a damage and extraordinary clean up deposit. This amount will be returned less any deductions for damage or extraordinary clean up as determined by the agent of the Diocesan location.

6. User agrees to provide a certificate of insurance to the Diocesan location, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. User also agrees to have the Diocesan location, the Diocese of Fort Worth and its employees and volunteers named as "Additional Insured's" on its general liability policy for the dates of facility usage in relationship to the type of facility usage for claims which arise out of the user's operations or are brought against the Diocesan Location or Diocese by user's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. User also agrees to ensure that its liability policy will be primary in the event of a covered claim or cause of action against the Diocesan location or Diocese. If user of facility is unable to provide the Diocesan location with a certificate of insurance, user agrees to apply for Special Events Coverage at a cost of \$95.00 per event. User will be notified of acceptance or denial of their application.

7. The user shall be responsible for the behavior and actions of all persons attending the event. In addition, the user hereby agrees to indemnify and hold harmless the Bishop of the Diocese of Fort Worth, the Diocesan location, their agents, servants or employees, of and from any and all claims, demands, causes of action, damages and expense, including but not limited to attorney's fees and court costs, arising out of or in any way connected with or alleged to have arisen out of or to be connected with the use of the facility by the user, the user's agents, servants or employees, or anyone coming onto the property due to the event.

8. The Diocesan location has the right at any time to stop an activity or take possession of the facility before expiration of the aforesaid closing time at the sole discretion of the Diocesan location as represented by a member of its staff. However, this does not constitute an obligation of the Diocesan location, or any other representative of the Diocese, to have anyone present during the event.

9. Alcohol _____ will _____ will not be served at the event (check one). If alcohol is served, the Policy on the Use of Alcohol – Diocese of Fort Worth must be observed and is fully incorporated into and made a part of this contract of which the policy is Exhibit 1. Furthermore, a designated bartender(s) shall be appointed by the user, who shall see that no underage person is served alcohol, nor that anyone is served alcohol that the designated bartender considers intoxicated. The user furthermore agrees that if anyone attending the event becomes intoxicated that the user will provide the intoxicated person transportation home.

10. The Diocesan location may attach a further list of rules, designated as Exhibit 2, which is fully incorporated into this contract. By signing this contract the user agrees to the above and any further rules listed in Exhibit 2.

 (Signature of the user of the facility)

 (Date)

 (Diocesan location)

 (Signature of the Agent for the Diocesan location)

 (Date)

*The amounts called for in numbers 3,4 and 5 above are determined by the Diocesan location. It is not to be construed that, for instance, Diocesan locations must charge facility use fees if there is a local policy to the contrary.

Note that #7, above, is an indemnity clause that holds the Diocese and the Diocesan location harmless.

Amended September 1, 2005.

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