

# FACILITY USAGE/INDEMNITY AGREEMENT

Catholic  
Tenant  
Clause

This Facility is owned and maintained by the Roman Catholic Church of this community. As such the Facility User will agree to respect our faith and policies of the Diocese, and will not knowingly or intentionally use the facility in a way that is in conflict with the teachings or policies of the Catholic Church.

The use of a parish, school or institutional facility shall not be granted to any individual, group or organization, whether parishioners or non-parishioners: whose purpose, tenets, acts or omissions, or objective contradict the faith and morals of the Catholic Church or the policies of the Diocese of Des Moines, as determined by the Bishop of the Diocese of Des Moines.

FACILITY: \_\_\_\_\_

FACILITY is understood to include the Diocese of Des Moines \_\_\_\_\_

FACILITY USER: \_\_\_\_\_

DATES OF FACILITY USAGE: \_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_

Infectious  
Disease  
Clause

The above named FACILITY USER understands and accepts that there is a risk of possible exposure to and illness from infectious diseases including but not limited to the COVID-19 virus during the use of FACILITY. FACILITY USER agrees to follow diocesan protocols and CDC guidance to assist in lowering the risk of said exposure. Further, FACILITY USER understands and accepts the potential risk of exposure to or illness from an infectious disease from contact at this FACILITY, and agrees to protect, defend, hold harmless and fully indemnify the above-named FACILITY and Diocese from said contraction.

Indemnification  
Clause

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named FACILITY 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 FACILITY.

Insurance  
Clause

FACILITY USER agrees to provide a certificate of insurance to the FACILITY, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the FACILITY 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 FACILITY 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 FACILITY.

*If Facility user fails to comply with insurance clause*

If FACILITY USER fails to comply with the above (third) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named FACILITY 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 FACILITY 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 FACILITY, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (third) paragraph.

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: \_\_\_\_\_