

Holy Family Catholic Church
Picnic Shelter
Facility Use Agreement

Organization Name: _____

Representative's Name: _____ Telephone: _____

Date: _____ Time: _____

Special Requests: _____

Certificate of Insurance: (Yes/No) _____ Rental Fee: _____
(Please attach copy to this agreement) (Please Attach Check)

Policy

Diocesan policy stipulates that Holy Family may rent its facilities for various gatherings of *parishioners*, and to *nonprofit (501c) organizations*. The parish may not rent facilities to *for-profit organizations* or to *individuals who are not parishioners*. The person or organization using the facility is required to purchase or provide evidence of insurance.

Procedure

Please observe the following rules and regulations during your stay at the Picnic Shelter:

1. No garbage should be left on the grounds. All trash should be removed from garbage bins and thrown into the dumpster.
2. Alcoholic beverages are not permitted on the premises.
3. Children using the playground must be supervised by an adult at all times.
4. The cost of any damage to the facility will be billed to your organization.
5. Rental fee must be paid in full at the time of booking facilities; refunds allowed only if notice of cancellation provided one month in advance of event.

User Signature: _____ Date: _____

Pastor's Approval: _____ Date: _____

ADDENDUM – FACILITY USE AGREEMENT

1. User shall have no right to make any alterations, additions or improvements to the structural aspects of the Property without the prior written consent of Holy Family, which consent may be withheld in Holy Family's sole discretion. User shall indemnify and hold harmless Holy Family from all cost, expenses and liabilities associated with any approved alterations.
2. The Property may be used by User only for above function. User shall not permit the use of the Property in any manner which shall be unlawful or which shall constitute a nuisance or hazard, and User shall comply with all applicable laws, ordinances, orders and regulations prescribed by any lawful authority relating to the Property including, but not limited to, those concerning cleanliness, safety, occupancy and use of the Property.
3. User shall not use or permit any activity upon the Property that will invalidate or will increase the rate of any policy of insurance now or hereafter carried on the Property or the Building. User agrees that its personal property utilized at the Property shall be at the risk of User only and that Holy Family shall not be liable for damage thereto or theft thereof under any circumstances. User shall provide Holy Family with certificates evidencing the coverages required herein.
4. The User agrees to defend, indemnify and save harmless Holy Family and its agents and employees from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring in the Property occasioned in whole or in part by any act or omission, on the part of the User or its agents, licensees or invitees, or by reason of any unlawful use of the Property by User or any breach, violation or nonperformance of any covenant on the part of the User to be observed or performed, or for any matter or thing growing out of the occupancy or use of the Property by the User or anyone holding or claiming to hold through or under the User except as may be caused by Holy Family's gross negligence or intentional misconduct. In all such events, Holy Family shall not be liable for any damages, injury or loss to the persons, property, or affects of User, or to any other person or persons suffered in, on or upon the Property, or as a result of the use of the Property by User, and User agrees to indemnify, defend and protect and save harmless the Holy Family against any and all damages or claims therefore.
5. User's rights under this Agreement are not assignable.
6. The execution of this Room Use Agreement or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Holy Family and User the relationship of principal and agent or of partnership or of joint venture and the relationship between them shall be that only of licensor and licensee.
7. This Room Use Agreement contains the entire understanding and agreement by and between the parties hereto with respect to the use of the Property, notwithstanding any prior or contemporaneous oral or written agreements or instruments, and no amendment to this Room Use Agreement shall be effective unless the same is in writing and signed by all of the parties hereto.
8. This Room Use Agreement shall be construed and interpreted under and governed by the laws of the State of North Carolina.
9. User will return the Property in good order and condition, subject only to normal wear and tear.
10. Failure of Holy Family to object to any act or admission on the part of User, no matter how long the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by Holy Family at any time, express or implied, of any breach of any provision of this Room Use Agreement shall be deemed to consent to any subsequent breach of the same or any other provision.
11. The invalidity, illegality, or unenforceability of any provision of this Room Use Agreement shall not render the other provisions hereof invalid, illegal or unenforceable.
12. User, at the expiration of its scheduled use, shall remove all furniture, equipment, and other personal property which User shall have placed in the Property; provided that User shall repair any damages to the Property caused by such removal. All such property, during the scheduled use, shall be at risk of User only, and Holy Family shall not be liable for any loss thereof or damage thereto resulting from any cause whatsoever. Any such property not removed at the expiration or earlier termination of the scheduled use shall be deemed abandoned and may be disposed of by Holy Family in any manner whatsoever.