

AGREEMENT REGARDING USE OF PARISH FACILITIES

This Agreement dated _____ is by and between _____, ("the Parish"), a Massachusetts religious corporation located at _____, and _____ ("the Group"), a _____ located at _____.

The Parties agree as follows:

1. This Agreement shall not constitute a lease of any facilities or portion thereof for any term but shall only create a license to use certain limited portions of the facilities for limited purposes and times.
2. The specific purpose(s) of the Group are as follows:
 - a. _____ (the "Events");
 - b. The approximate number of persons occupying the premises during the Groups use ("Attendees") is presently _____ which may vary from session to session, but shall in no event exceed the maximum capacity allowed under the fire safety laws of the City of _____ and the Commonwealth of Massachusetts;
3. No portion of the Parish's premises (including storage areas and equipment) shall be used other than as listed in the remainder of this paragraph:
4. Those portions of the Parish's premises as listed in paragraph three (3) immediately above, shall not be used for any purposes other than as follows:
5. The Group shall use the portions of the Parish's premises as listed in paragraph three (3) immediately above only on _____ between the hours of _____ and _____, beginning on _____. Weekday evening hours may be negotiated at a later date, depending upon Parish scheduling and Program needs. All arrangements must not interfere with Parish programs. In the event of unforeseen circumstances (such as funerals, inclement weather, catastrophic events), the needs of the Parish will supersede any and all terms of this agreement, though essential good faith discussion and open negotiation shall be the assumption and the norm, should any such conflicts arise. Every and all effort shall be made, by both parties, to understand and accommodate the unforeseen needs of the other.
6. Parish and the Group agree that a key will be provided for the Group's access.

- a. The Parish Representative shall be _____, (TITLE), for purposes of this agreement only.
- b. The Group's Designated Representatives who will be responsible for the keys and for ensuring adherence to the requirements of this Agreement shall be _____ and _____. These responsibilities may not be delegated to another individual without the express consent of the Parish Representative.

7. The Group agrees to:

- a. Promptly reimburse the Parish for all costs and losses incurred by the Parish as a result of any damage to the premises caused by the Group and the Attendees;
- b. Report promptly in writing to the Parish any damage to the premises of which the Group becomes aware;
- c. Release, indemnify and Hold Harmless the Parish and its Clergy, Officers, Parish Representative and Session from and against any and all claims, actions and damages, including reasonable attorney's fees, obligations and liabilities, of whatsoever nature arising out of the use of the premises by the Group or any of the Attendees of Group Events, or in any way connected therewith. Upon institution of any action against the Parish for any claim, action, damages, obligations, liabilities, or liens, the Group shall assume full responsibility for the defense thereof.
- d. Not consume or serve alcoholic beverages on or in the Parish premises, except for sacramental purposes;
- e. Not permit smoking on or in the Parish premises, except where designated outside;
- f. Not use the telephones of the Parish for any purpose except for emergencies or except to a limited extent as approved in advance by the Parish;
- g. Clean up and restore the rooms and grounds used by the Group to the same condition as they were prior to use;
- h. Not adjust thermostats without prior permission, and if permission is granted, to reset thermostats to their original settings no later than the time the Group vacates the premises on each of the use dates set out above in paragraph five (5);
- i. Not use any equipment or other property on the premises (except necessary tables, chairs, kitchen wares, dishes etc., and the play set outdoors), without prior written permission; and
- j. Not make any repairs, modifications, or alterations to the premises without prior written approval by the Parish.
- k. Groups of children and teenagers must be adequately supervised at all times. "Adequate Supervision" means for purposes of this agreement, at least two adults overseeing children and teenagers (under age 18) at all times.

8. Group shall provide the Parish with evidence of insurance in an amount no less than _____ and naming Parish as an additional insured.

9. Upon vacating the premises on each use date set out above in paragraph five (5), the Group agrees to lock all doors and windows, turn off all lights, clean up and remove all trash to the dumpster, and take all other reasonable steps to secure and restore the premises to the condition they were in prior to the Group's arrival, to the satisfaction of the Parish Representatives, as transmitted via the Parish Missioner for Property or other parishioners.

10. The Parish assumes no responsibility to the Group or its Attendees for accident, theft, loss, or damage suffered by the Group or Group's Attendees in or on the premises at the Group's invitation or as a result of the Group's use of the premises.

11. Both the Parish and the Group shall have the right to terminate this agreement upon 30 days written notice hand-delivered or first class mail postage pre-paid. But, if the Group breaches any of its obligations as set out in this agreement and fails to cure or correct such breach to the satisfaction of the Parish Representative(s) within fourteen (14) days of the receipt of a written notice to cure or correct, the Parish may immediately terminate this agreement.

12. The Group agrees to compensate the Parish as follows: _____. All checks should be made payable to _____. Receipts will be provided upon request.

13. The Group has no right to assign this agreement or to grant permission or authority to any other person or entity to use the premises of the Parish at the times that the Group is using the premises or at any other time.

14. The undersigned Group Representative(s), on behalf of the named Group, further agrees that any permission given to the Group by the Parish shall constitute a license only, revocable by the Parish at any time with or without cause.

I/We, _____ and/or _____, as Group Representative(s) for _____, declare that I/we have read the Agreement Regarding Use of Parish Facilities, and agree for myself, the Group, and for all Attendees of the Events that are the subject of this agreement, to abide by this agreement.

DATED and SIGNED: _____

DATE and SIGNED: _____