FACILITY USE AGREEMENT
FOR SHORT-TERM OR ONE-TIME USES BY NONPROFIT, FOR PROFIT ORGANIZATIONS
OR INDIVIDUAL PARISHIONERS
(Keep this agreement on file at least six years from the date signed.)

Parish Name/City: ________________________________

This Use Agreement is made this _______ day ____________, 20______ between the Corporation of the Catholic Archbishop of Seattle (CCAS) / d.b.a. ________________, referred to as the Facility Owner in this Use Agreement and __________________________, referred to as the Facility User in this agreement.

Check one of the following boxes for the Type of Group: (See Guidelines for further explanation.)
☐ Group 1 (do not use this agreement with this group)  ☐ Group 1A (use agreement at Pastor’s discretion)
☐ Group 2      ☐ Group 3A      ☐ Group 3B      ☐ Group 4

1. SPACE: Facility Owner grants the nonexclusive use of the following: ________________ located at ________________. (Or see Attachment A-Additional Information.)

2. TERM: The term of this usage is for ______________________. (Or see Attachment A-Additional Information.)

3. EVENT/ACTIVITY: Facility User is using the space for the following purpose: ______________________________. (Or see Attachment A-Additional Information.)

4. FEE: Facility User agrees to pay Facility Owner the following amount: ________________. (Or see Attachment A-Additional Information.)

5. RESPONSIBILITIES: Throughout the term of this Use Agreement, the Facility User agrees to clean up the space after use, keep walkways clear of debris or obstacles __________________________

6. NONPROFIT STATUS (Group 3B nonprofit organizations only): A copy of the Facility User’s 501(c)(3) documentation, or equivalent Federal nonprofit status paperwork, shall be provided to the Facility Owner, and attached to this Use Agreement as Attachment B.

7. INDEMNIFICATION: The Facility User agrees to protect, indemnify, defend and hold harmless the Facility Owner against and from any and all claim(s) or cause of action arising 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 loss, damage, or injury was caused by Facility User’s 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 Facility Owner.

8. LIABILITY INSURANCE (check appropriate box):

☐ Group 2 Users - One-time use insurance through the Arthur J. Gallagher & Company TULIP policy (https://eventus.ajgrms.com).
☐ Group 3A Users - Insurance certificate already on file with Arthur J. Gallagher & Company. The following are on file: Knights of Columbus, American Heritage Girls, and Boy Scouts of America groups that are “parish chartered”.

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Group 3B and Group 4 Users - For short-term or 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. The policy shall also include evidence of coverage for damages arising from molestation or abuse in the amount of not less than $1,000,000.00 per occurrence for the duration in which Facility User uses the property. 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 as Attachment C.

The only exception to the coverage limits is that sexual molestation or misconduct insurance coverage may not be required if the Facility Owner can certify that the Facility User will have no unsupervised contact with minors or vulnerable adults or, that no minors or vulnerable adults will be on the premises during the Facility User’s activity. These exceptions must be approved on a case-by-case basis by the Office of Property and Construction Services after consultation with appropriate Chancery resources and Arthur J. Gallagher & Company.

Should Special Events Coverage be used to fulfill the insurance requirements, the Facility Owner will certify that the Facility User will have no unsupervised contact with minors or vulnerable adults and that no minors or vulnerable adults will be on the premises during the Facility User’s activity.

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

9. **SAFE ENVIRONMENT OBLIGATIONS** (applicable to Group 3 users): Facility User certifies that all Safe Environment obligations have been met as required by the U.S. Conference of Catholic Bishops’ Charter for the Protection of Children and Young People. All individuals with ongoing unsupervised contact with minors have a cleared criminal background check; have completed safe environment child abuse prevention training and have read and agreed to follow the abuse prevention policies of the Facility User.

10. **TERMINATION:** Facility Owner reserves/retains the right to terminate the Use Agreement.

11. **CHANGES TO THIS AGREEMENT:** All notices/changes to this agreement shall be done in writing and submitted to all parties.

12. **OTHER TERMS:** 

**AGREED:**

For Facility User: 

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Signature of authorized signer

Organization name/parishioner name

Address, city, state

For Facility Owner: 

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Signature of Pastor or Pastoral Leader

Parish name

Address, city, state

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ATTACHMENT A
ADDITIONAL INFORMATION

ATTACHMENT TO USE AGREEMENT DATED ____________________________

1. Name of Organization / Parishioner: ________________________________

2. Address: _______________________________________________________

3. Phone Number(s): _______________________________________________

4. Space(s) to be Used: _____________________________________________

5. Date & Time of Facility Use: _______________________________________

6. Type of Facility Use: _____________________________________________

7. Facility Use Fee: $______________  Damage Deposit: $______________

8. Janitor Fee: $______________  Cleaning Fee (Kitchen/Hall): $______________

9. Types of Refreshments: ___________________________________________

10. Private Caterer: _________________________________________________

11. Family will bring food: __________________________________________

12. Alcoholic beverages served: □ Yes (if Yes, liquor license required) □ No

13. Will licensed bartender be present: □ Yes □ No

14. Security guard required: □ Yes □ No