

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 of _____, 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. **FEDERAL TAX-EXEMPT STATUS** (Group 3B nonprofit organizations only): A copy of the Facility User's Federal 501(c)(3) tax-exempt determination letter or confirmation letter, 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 – A one-time tenant user liability insurance policy (TULIP) must be purchased through vendor referral of the archdiocese insurance office.

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Group 3A Users - Insurance certificate already on file with CCAS. The following are on file: American Heritage Girls; American Red Cross; Boy Scouts of America groups that are "parish chartered"; Girl Scouts of Western Washington; Knights of Columbus; and United Way of King County.

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. Facility User shall provide an acceptable certificate of such insurance that names Facility Owner as additional insured, said certificate to be attached to this Use Agreement as Attachment C.

If EVENT/ACTIVITY is specifically related to minors and/or vulnerable adults, the insurance policy shall also include evidence of coverage for damages arising from molestation or abuse in the amount of not less than One Million Dollars (\$1,000,000).

Facility User may use a one-time tenant user liability insurance policy (TULIP) to fulfill the general liability insurance requirement. The TULIP must be purchased through vendor referral of the archdiocese insurance office. **TULIP may NOT be used when EVENT/ACTIVITY is specifically related to minors and/or vulnerable adults.**

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

- 9. **TERMINATION:** Facility Owner reserves/retains the right to terminate the Use Agreement.
- 10. **CHANGES TO THIS AGREEMENT:** All notices/changes to this agreement shall be done in writing and submitted to all parties.
- 11. **OTHER TERMS:** _____

AGREED:

For Facility User:

For Facility Owner:

Signature of authorized signer

Signature of Pastor or Pastoral Leader

Organization name/parishioner name

Parish name

Address, city, state

Address, city, state

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

ATTACHMENT B

FEDERAL 501(C)(3) TAX-EXEMPT ENTITY DOCUMENTATION
(FEDERAL LETTER OF DETERMINATION)

ATTACHMENT C
INSURANCE CERTIFICATE