

FACILITY USAGE LIABILITY, INDEMNITY AND DAMAGE AGREEMENT

**Room rental Schedule
And Policies**

Church of St. Peter, Richfield

6730 Nicollet Avenue South

Richfield MN 55423

It is the policy of Church of St. Peter, Richfield (the Parish) to encourage the use of the facilities by parishioners, non-parishioners, parish programs and activities. Fees for the use of the facilities may take into consideration Damage/Cleaning, public safety, cost to the Parish and other appropriate factors. Therefore, we have established this Facility Use Policy for reserving and utilizing our halls in the most efficient and effective manner to satisfy the mission and goals of the Church of St. Peter, Richfield.

PARISH/INDEMNITEE: Church of St. Peter Richfield

(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

RENTER:

TYPE OF ACTIVITY:

OF PEOPLE:

DATE & SCHEDULE OF ACTIVITY:

DOORS:

ROOM:

RENTAL FEE of \$ an hour for hours.

In consideration of the RENTER'S use of the FACILITY for the ACTIVITY listed above, RENTER agrees as follows:

1. TO provide the Parish with a **Certificate of Insurance** naming the Parish and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as "the Indemnites"), as **Additional Insureds** under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring RENTER'S liability for damage and injury to person and property arising out of RENTER'S acts or omissions related in any way to the ACTIVITY. RENTER agrees to provide such Certificate to the Parish at least 10 days prior to the ACTIVITY. RENTER also agrees to insure that its liability insurance policy will be primary in the activity of a covered claim or cause of action against Indemnites. **CONTACT YOUR INSURANCE AGENT FOR THIS DOCUMENT.**

2. TO protect, defend, indemnify and hold harmless, the Indemnites, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of RENTER'S acts or omissions related in any way to the ACTIVITY.

3. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the ACTIVITY, of any and all persons attending, or participating in, the ACTIVITY, or using Parish property, real and personal, for any reason related to the ACTIVITY.
4. **TO** protect, defend, indemnify and hold harmless, the Indemnitees, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the ACTIVITY, or using Parish property, real and personal, for any reason relating to the ACTIVITY.
5. **TO** assume entire responsibility for any and all damage to Parish property, real and personal, caused by RENTER, any person attending, or participating in, the ACTIVITY, or using Parish property, real and personal, for any reason relating to the ACTIVITY.
6. **TO** identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the RENTER'S responsibility to provide sufficient information about the planned Use to allow the Parish to make a determination whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the RENTER misrepresented the planned Use of the Parish Facilities. In that activity, the RENTER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.
7. **PERSONS** in attendance must confine themselves to areas permitted for use. Adults are responsible to keep children in permitted areas only.
8. **DISORDERLY** conduct is prohibited.
9. **ALL** Local and State ordinances and laws of the police and fire departments must be observed.
10. **THE RENTER** is required to leave all areas in a clean and orderly condition after the event and return chairs and table to original positions.
11. **RENTER** or Parish may end this contract at any time.

Date _____

RENTER- *(Must be an official agent of RENTER)* _____

Office use only Paid _____