

Facility Usage / Indemnity Agreement

Instructions

The Facility Usage/Indemnity Agreement must be used when non-parish/school sponsored or affiliated **Groups** use parish/school facilities on a short-term basis such as one day or a week.

It is often asked what criteria an organization must meet to be parish/school sponsored or affiliated. In the event of an insurance claim involving a potential non-parish/school sponsored activity, the following questions would be asked to further determine if a group was parish/school sponsored and eligible for insurance coverage:

1. Did the parish/school have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish/school accounts?
3. Was the function or group open to all parish/school members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish/school?
5. Was the teacher or leader of the group a parish/school volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish/school sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish/school with the necessary insurance documentation.

The following groups are examples of non-parish/school sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use or rent parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish/school sponsored sport classes/clinics.
3. Any other organization, municipality or county organization that uses parish/school facilities for a meeting or function that is non-parish/school sponsored.
4. Parishioner and non-parishioner families that rent or use parish/ school facilities for wedding receptions, family reunions, anniversary parties or other similar activities.
(This would be a situation that may be at the discretion of the parish whether or not they should be asking for the form to be filled out)

Please Note That Funeral Luncheons Are Parish Sponsored Events.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish/school with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish/school and the Diocese of Green Bay as an additional insured. It is not adequate to obtain a certificate of insurance, which it only names the parish/school as a "certificate holder."

Facility Usage / Indemnity Agreement Form

Parish / School: _____
(Parish / School is understood to include the Diocese of Green Bay)

Facility User: _____

Dates of Facility Usage: _____

Type of Facility Usage: _____

The above named **Facility User** agrees to defend, protect, indemnify and hold harmless the above named **Parish / School** and the Diocese of Green Bay against and from all claims arising from the negligence or fault of the above named Facility User or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified **Facility Usage** at the above named **Parish / School**.

Facility User agrees to provide a certificate of insurance to the **Parish / School**, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. **Facility User** also agrees to have the **Parish / School** and the Diocese of Green Bay named as an "Additional Insured" on its general liability policy for the **Date(s) of Facility Usage** in relationship to the **Type of Facility Usage** for claims which arise out of **Facility User's** operations or are brought against the **Parish / School** by **Facility Users'** employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. **Facility User** also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against **Parish / School**.

If **Facility User** fails to comply with the above (second) paragraph, then the above named **Facility User** agrees to protect, defend, hold harmless and fully indemnify the above named **Parish / School** for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified **Date(S) of Facility Usage** that is brought against the **Parish / School** by the above named **Facility User** or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the **Parish / School**, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve **Facility User's** responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Signed By: _____
(Must be an official agent of Facility User)

Name (Please print): _____

Date: _____