

Short Term Use of Facilities by Others

The following Short Term Facility Use Agreement (“Agreement”) or alternatively Short Term Facility Use Agreement Amendment (“Amendment”) or other approved agreement should be used when renting or leasing a facility to another person or organization for their **own** use/event (i.e. use/event NOT sponsored by the Location).

The Amendment, which is an alternative to the Agreement, is recommended as a supplement to an Location’s own facility agreement unless the agreement has been approved by the Archdiocese of Philadelphia Risk and Insurance Program.

The Agreement or Amendment is recommended even if renting for no charge or if renting to another Location. However, the requirement for evidence of insurance or insurance alternative does not apply to another Location.

The Agreement or Amendment is only used in cases of temporary occupancy (seven or fewer consecutive days) and not in cases of more regular or total occupancy of a facility (more than seven consecutive days). **Tenants using a facility for more than seven consecutive days are subject to the approval and oversight of the Office for Property Services.**

The following restrictions apply to facility use arrangements:

1. Only rent to persons or non-profit organizations and only if the proposed use is compatible with the teachings and philosophies of the Roman Catholic Church.
2. Regardless of use, do not rent to for-profit organizations.

In accordance with the Agreement or Amendment, the Sponsor must provide evidence of insurance or meet the requirements of the required insurance alternative as outlined below:

1. Sponsor must provide a Certificate of Insurance evidencing General Liability insurance with:
 - a. Each Occurrence limit of at least \$1,000,000;
 - b. Host Liquor Liability coverage if serving alcohol;
 - c. Waiver of Subrogation; and
 - d. Additional Insured status for the Archdiocese and Location.
2. If the Sponsor is unable to meet the insurance requirement, the Sponsor must buy the Tenant Users Liability insurance offered by Porter & Curtis, LLC, provided the event qualifies for coverage under the Tenant Users Insurance policy. Qualifying events are identified in the Events section of Quadra. The Location must record the event in Quadra prior to the date of the event or first date of a recurring meeting event. There is no insurance application, however, the Location must provide a copy of the policy to the Sponsor. The premium must be collected by the Location and remitted and made payable to Porter & Curtis, LLC.
3. If the event does not qualify for Tenant Users Liability insurance, the Sponsor must provide a signed Participant Release and Waiver of Liability Agreement from each event participant, in the form provided and available through Quadra or other approved agreement.

Questions about these instructions, the Agreement or Amendment, Certificates of Insurance, or the Tenant Users Liability insurance should be directed to the Archdiocese of Philadelphia Risk and Insurance Program.

Short Term Facility Use Agreement¹

This Short Term Facility Use Agreement (“Agreement”) is by and between the Enter name of parish, school, or institution (“Location”) and _____, a Select Type (“Sponsor”).

The Location and Sponsor hereby agree as follows:

1. Event. The Location agrees to allow Sponsor to have the use of the facility described in this Agreement under the terms and conditions set forth below (“Event”):

Facility²: _____ (“Facility”)

Date(s) and Hours of Use³: _____

The Location grants Sponsor permission to use the Facility for the following purpose:

Estimated Number of Participants: _____

Alcohol Served? Yes⁴ No

2. Rental Charge. Sponsor shall pay to the Location the following Total Charge for the use of the Facility.

Use Fee	\$0.00
Tenant Users Liability insurance premium, if applicable	<u>\$0.00</u>
Total Charge	\$0.00

This sum, made payable to the Location, shall be paid as follows:

Deposit ⁵ , due upon execution of this Agreement	\$0.00
Balance due, if any, is payable on _____	\$0.00

In addition, the following Security Deposit, if any, shall be paid upon execution of this Agreement, as further described in Section 12:

Security Deposit	\$0.00
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3. Special Provisions (if applicable): _____.
4. Cancellation. If the Sponsor desires to cancel this Agreement, Sponsor shall give notice to the Location at least 14 days prior to the scheduled use. Upon receipt of such notice, the Location will return any monies paid. If Sponsor cancels within 14 days prior to the scheduled use, all fees, except for the Deposit identified in Section 2 will be returned to the Sponsor.

The Location may terminate or cancel this Agreement at any time without liability. If the Location deems it necessary to cancel this Agreement, all fees paid shall be returned to Sponsor, and the Sponsor shall have no claim upon the Location.

¹ This Agreement, or alternatively the Short Term Facility Use Agreement Amendment, should be used for the rental of an Archdiocese Location for a period of seven or fewer consecutive days.
² Show all applicable facility name(s) and address(es).
³ Duration of use cannot be for more than seven (7) consecutive days. Multiple consecutive periods of up to one year are allowed for meeting type events (i.e. meetings on the first Thursday of the month). Multiple occurrences of all other event types require separate agreements for each consecutive period.
⁴ If Yes, Sponsor must also provide evidence of Host Liquor Liability insurance as required under Paragraph 11.
⁵ Enter Total Charge if Rental Fee is non-refundable. Any Tenant Users Liability insurance premium must be excluded from the Deposit.

5. Notices. All notices or other communications in connection with this Agreement shall be in writing to the person set forth below:

If to the Location:

Name:

Address:

Email:

If to the Sponsor:

Name:

Address:

Email:

Compliance. Sponsor shall comply with all applicable laws and regulations, including local or municipal ordinances and regulations regarding public assemblies and use of the Facility. Sponsor must arrange for security as required by the local Police Department or ordinance.

6. Use. This Agreement is made solely for the Event set forth in Section 1. Sponsor shall not use the Facility for any other purpose unless the Location expressly agrees in writing. Sponsor may not assign this Agreement. Sponsor shall not permit smoking on the premises, including the fields and parking lots. Sponsor shall observe all other regulations related to the use of the Facility and shall comply with the Special Provisions identified in Section 3, if any. Sponsor recognizes the nature of the property as Catholic property and agrees to respect and observe appropriate behavior consistent with such property. Sponsor agrees that the Facility shall not be used for any activities that are contrary to the teachings of the Roman Catholic Church and that conduct during the Event shall be consistent with the values of the Catholic Church. Sponsor shall be responsible for the actions of all organizations and persons allowed access to the Premises by Sponsor, including, but not limited to, all participants, attendees, youth, visitors, and invitees while they are occupying the Premises or grounds. Sponsor shall be responsible for obtaining all permits, licenses and other legally required approvals for the Sponsor's intended use of the Facility. Sponsor shall be solely responsible for providing supervision and control over the Facility while it is being used by the Sponsor.
7. Security and Safety. Sponsor shall make appropriate arrangements to protect the Facility and provide security and safety of persons using the Facility. The Sponsor shall advise the Location of the arrangements made at least one week prior to the scheduled use.
8. Acknowledgement and Assumption of Risk. Sponsor acknowledges that in the course of the Event, the Sponsor or its agents or representatives might cause injuries, death, property damage or other harm to third parties. Sponsor accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from the Event, except and only to the extent caused by the gross negligence or intentional misconduct of the Location or its members, officers, employees, volunteers, agents, and representatives.
9. Waiver and Release. Sponsor waives, releases, and forever discharges all claims against the Location, the Archbishop of Philadelphia, and the Archdiocese of Philadelphia, along with their respective affiliates, successors, and assigns, and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives (hereinafter collectively "Released Parties") for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from the Event, except and only to the extent caused by the gross negligence or intentional

misconduct of any of the Released Parties which shall not be imputed to the other Released Parties.

10. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Sponsor agrees to defend, indemnify, and hold harmless the Released Parties from and against all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, and other expenses, including but not limited to defense costs and reasonable attorneys' fees, relating to, arising out of, or existing under this Agreement, and to the extent caused in whole or in part by any negligent act or omission of the Sponsor or anyone directly or indirectly employed by the Sponsor or anyone for whose acts the Sponsor may be liable, regardless of whether it is caused in part by a party indemnified hereunder except and only to the extent caused by the gross negligence or intentional misconduct of such party which shall not be imputed to the other parties indemnified hereunder.
11. Insurance. Sponsor shall obtain and keep in force at all times during the use of the Facility, a Commercial General Liability insurance policy with:
 - a. Limits of not less than \$1,000,000 per occurrence for bodily injury and property damage;
 - b. Full limits for Host Liquor Liability coverage if alcohol is served, as indicated under Section 1;
 - c. Waiver of subrogation; and
 - d. The following parties named as additional insureds on a primary and non-contributory basis exactly as follows: *Most Reverend, Charles J. Chaput, O.F.M. Cap., Archbishop of Philadelphia and his successors and assigns, the Archdiocese of Philadelphia and the parishes therein (and their pastors both in their individual capacity and in their capacity as Pastors), its religious institutions and other agencies, whether or not incorporated, which may have been set up to carry out programs on behalf of the Archdiocese or its parishes or both, and any and all subsidiary entities, and all employees while acting within the scope of their employment and volunteers while performing services for all of the foregoing.*

At the time this Agreement is executed, Sponsor shall provide the Location with a Certificate of Insurance evidencing the insurance coverage required by this Section.

If the Sponsor is unable to meet the requirements set forth above, the Sponsor must purchase Tenant Users Liability insurance from the insurance broker of the Location provided the Event qualifies for coverage under the Tenant Users Liability policy.

If the Event does not qualify for Tenant Users Liability insurance, the Sponsor must provide a signed Participant Release and Waiver of Liability Agreement from each participant in the form of Release required by the Location.
12. Security Deposit. Sponsor shall leave the Facility, including fields and parking lots, in the same condition in which they were found. Sponsor shall ensure that all lights and water faucets are turned off and doors and windows are locked before leaving the Facility. If the Facility is not returned to its original condition, or the Sponsor fails to comply with the use in Section 6 or any Special Provisions in Section 3, the Location may, at its sole discretion, retain the security deposit identified in Section 2, if any, and seek additional damages as it deems appropriate. If the Facility is returned in good order, the Security Deposit will be promptly returned.

Archdiocese of Philadelphia

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated below.

LOCATION

By:

(Name of Authorized Representative)

(Signature of Authorized Representative)

Date: _____

SPONSOR

By:

(Name of Authorized Representative)

(Signature of Authorized Representative)

Date: _____