

Saint Barnabas Catholic Church Facility Use Agreement

The Facility Use Agreement is entered into on _____, 20____ by Saint Barnabas Catholic Church, Indianapolis, Inc. and _____ (Licensee), with respect to Licensee's proposed use of _____ at Saint Barnabas Catholic Church on _____, 20 _____. Saint Barnabas Catholic Church and Licensee agree to the following rules, regulations and provisions:

1. The Parish Secretary will schedule the use of all building facilities. The Pastor, Business Manager and/or Facilities Director can exercise right of refusal.
2. All events must terminate by 11:00P.M. **If an event will have minors present who are not accompanied by a parent or guardian, Licensee will be fully responsible for city curfew compliance.**
3. Absolutely NO decoration or signs are to be attached or affixed in any way to any walls, windows, doors, or ceiling tile grid.
4. All decorations, flowers, food items etc... must be removed at the conclusion of the event.
5. NO SMOKING is permitted inside the building.
6. It is Licensee's responsibility to comply with all applicable laws, ordinances and regulations in the use of the facility. Licensee is responsible for the conduct of all individuals attending Licensee's event, including, but not limited to, all caterers. Therefore, it is also Licensee's responsibility that Licensee's guests and the caterer for the event also comply with all applicable laws, ordinances and regulations.
7. **Any abuse of, damage to, or loss of Saint Barnabas Catholic Church property, whether real or personal, shall be the responsibility of Licensee. Licensee agrees to reimburse the Archdiocesan Location, upon demand, such sum as will be necessary to restore the damaged property to its original condition.**
8. **Licensee assumes full responsibility for the character, acts and conduct of all persons attending Licensee's event. Licensee hereby holds harmless and indemnifies the Church, the Pastor of the Church, Saint Barnabas Catholic Church, the Archdiocese of Indianapolis, and their respected officers, employees, members and agents, against any and all losses, claims, liability or damages (including attorneys' fees) arising or allegedly arising out of injury to persons or property and relating to Licensee's use of the facility, including but not limited to those which may be asserted by third parties.**

9. **Licensee shall carry or obtain comprehensive general liability insurance in the amount of not less than \$1,000,000.00 and shall include Saint Barnabas Catholic Church, the Pastor of the Church, and the Archdiocese of Indianapolis as additional insureds there under. IF insurance is not available through the Licensee's insurer, then Special Event Insurance offered for the Archdiocese of Indianapolis by Arthur J. Gallagher Risk Management Services may be obtained. Please ask the Parish Secretary for information. The fee for insurance is \$125 and is payable to Arthur J. Gallagher Risk Management Services and should be included with their application. Final scheduling of the facilities cannot occur until proof of insurance is received by Saint Barnabas as specified above.**
10. Licensee will not charge for (whether by admission fee or otherwise) alcoholic beverages served at Licensee's event and will otherwise comply with all laws regarding the use and consumption of liquor including obtaining necessary permits.
11. Saint Barnabas Catholic Church shall assume no liability for the loss, damage or return of any items of personal property brought onto the premises by Licensee, or any of its guests. Licensee shall assume all liability and risk of loss for any loss or damage to items of personal property brought onto premises by any member of said Licensee, or any of its guests. Saint Barnabas Catholic Church shall assume no liability for the loss or damage of vehicles parked in the Saint Barnabas Catholic Church parking lot by Licensee, or any of its guests.
12. Any change or modification to this contract will not be effective unless made in writing and signed by both parties to this contract.
13. The fee for renting the facility is **\$100.00 for McNally Hall and \$50.00 for ½ of McNally Hall** made payable to Saint Barnabas Catholic Church. This does NOT include \$125.00 of Special Event Insurance (if needed) as described in item 9 above.

I/We have read and agree to the above regulations.

SAINT BARNABAS CATHOLIC CHURCH, INDIANAPOLIS, INC:

Signed

Date

LICENSEE:

Signed

Date