



308 East Fountain Street
Albert Lea, MN 56007
(507) 373-0603

Facility Usage/Indemnity Agreement *Marian Hall/Gymnasium*

The Facility Usage/Indemnity Agreement must be used when Marian Hall/parish facilities are used on a short-term basis such as one day or one week. The following groups/events are appropriate for facility use:

Parishioner families who use the parish facilities for Catholic sacramental/church related activities, such as: Baptism, First Communion, Confirmation, Weddings, Funerals, Quinceanera.

Social Justice (i.e. Blood Drive) events are considered parish sponsored events and therefore not part of this agreement.

St. Theodore facilities are not available for use by non-parish sponsored or non-church/sacramental related events.

User must provide the following:

1. In writing the renter of the facility must provide
 - Intended use of the facility
 - Day/time of the event
 - Contact information for the person in charge of the event – this person must be present for the full period of time in which the facility is rented.
2. Certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name St. Theodore Parish and the Diocese of Winona-Rochester as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder”.
3. \$50.00 for the rental of Marian Hall
4. \$100 damage deposit that is refundable following the event provided the facility is in similar/better condition than prior to the event.

See reverse side of this document for the agreement.



308 East Fountain Street
 Albert Lea, MN 56007
 (507) 373-0603

Marian Hall/Facility Usage/Indemnity Agreement

PARISH:	St. Theodore Parish – Marian Hall Albert Lea, MN	
FACILITY USER:		
PHONE CONTACT:		
DATE(S) OF FACILITY USE:		
TIME(S) OF USE:		
TYPE OF FACILITY USE:		
FACILITY FEE (\$50)	Received by:	Date Received:
FACILITY DAMAGE DEPOSIT (\$100)	Received by:	Date Received:
	Returned by:	Date Returned:
Proof of Liability Insurance Coverage	Received by:	Date Received:

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH 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.

FACILITY USER agrees to provide a certificate of insurance to the PARISH (Prior to the event), 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 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 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.

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 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 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, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve the 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: <i>(Must be an official agent of FACILITY USER)</i>	
--	--



308 East Fountain Street
Albert Lea, MN 56007
(507) 373-0603

NAME <i>(please print)</i>	
DATE:	