

FACILITIES USE AGREEMENT

SACRED HEART PARISH

SACRED HEART PARISH (“Licensor”) agrees to allow the use of the facilities located at 410 West Lorain St., Oberlin, OH 44074, and known as the Sacred Heart Parish Hall and Kitchen (“Premises”) to:

- Name: _____ (“Licensee”)
- Address: _____ City: _____ State: _____ Zip: _____
- Telephone: Home: _____ Business: _____
- Purpose and Type of Event: _____

- Premises to be Used: _____
- Date of Event: _____ Start Time: _____ a.m. / p.m. End Time: _____ a.m. / p.m.

Under the following terms and conditions:

1. Licensor agrees to grant to Licensee a license to use the Premises at the specified date and times and for the specified Event. Licensee shall not be permitted to enter onto the Premises prior to the above listed Start Time and shall ensure that the Premises is fully vacated by no later than the above listed End Time. Licensee acknowledges and agrees that all setup and clean up must be conducted in the time period between the Start Time and End Time.
2. Licensee shall, immediately upon execution of this Agreement, pay to Licensor a refundable security deposit of \$100.00. Such security deposit shall be returned to Licensee after inspection of the Premises by Licensor after the Event, provided Licensee is not in default of this Agreement.
3. Licensee acknowledges and agrees that the Premises consists only of the main hall, kitchen, preparation area, and rest rooms, as specified above. All other areas, including without limitation any classrooms, are **NOT** part of the Premises. Licensee shall have no right to use and shall not enter or allow others to enter any areas other than those that are a part of the Premises.
4. Licensee acknowledges that the maximum capacity of the Facility is _____. Licensee agrees not to exceed this limit under any circumstances. Licensee represents that the total number of guests expected is _____.
5. Licensee acknowledges that the Premises is a facility of a Roman Catholic Parish. Licensee agrees that it shall not use or permit the Premises to be used in any manner which Licensor determines, in its sole and absolute discretion, (1) to be immoral (2) promotes the espousal of beliefs or viewpoints contrary to the teachings of the Catholic Church, or (3) to be injurious to the reputation of the Licensor, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland, (4) actual use of the premises is not intended, nor will result in personal financial or other real gain.
6. Licensee acknowledges and agrees that the Licensor is allowing the use of it Premises ONLY, and is neither a sponsor of nor a participant in the Event.

7. Licensee shall be solely responsible for be responsible for all set-up requirements, including the setting up of any tables or chairs, as well as all clean-up and the removal of waste from the Premises. Licensee shall return any tables and chairs to their pre-use configuration. Licensee agrees that it shall not allow any tables, chairs, etc. to be removed from the Hall area. Licensee shall ensure prior to leaving the Premises that: (1) all floors are vacuumed and mopped, (2) all tables and chairs are cleaned prior to being put away, (3) all of Licensor's dishes and utensils are washed, dried, and properly put away, (4) all kitchen equipment that is used is are cleaned to Licensor's satisfaction, (5) grease, food, and refuse is disposed of in the authorized receptacles provided and **NOT** in any sinks, drains, or lavatories, except that minor food items may be disposed of in the kitchen sink's garbage disposal. Finally, Licensee shall ensure that all trash, including that in rest rooms, must be bagged, tied, and placed in the dumpsters provided outside the Premises at the east end of Licensor's property.
8. Licensee shall ensure that all personal property and other items brought onto the property by Licensee or Licensee's guests or invitees are the responsibility of Licensee and must be removed by the End Time of the event.
9. Parking for vehicles belonging to Licensee or Licensee's invitees and guests is restricted to paved parking spaces. Under no circumstances will parking be permitted on any lawns or other unpaved areas.
10. Licensee agrees to observe all laws, regulations, and ordinances of any kind, including but not limited to, fire, health and safety requirements. Licensee agrees that any penalty or fine assessed against the Licensor as a result of Licensee's violation of such laws, regulations, and ordinances will be charged to Licensee and that Licensee shall be solely responsible for the payment of such penalty or fine.
11. **All alcoholic beverages are strictly prohibited.** Licensee agrees not to bring alcohol onto the Premises or to allow any others to bring alcohol onto the Premises.
12. **Smoking is strictly prohibited on the Premises.**
13. **Use of the deep fryers on the Premises is strictly prohibited.**
14. **Use of the Licensor's consumables, including without limitation the Licensor's paper products, disposable tableware, coffee, soda machine, and other food products, is strictly prohibited.** Licensee is solely responsible for providing all needed items of this nature as may be necessary for Licensee's use.
15. **Use of the Licensor's speaker/sound system is strictly prohibited.** Licensee is solely responsible for providing any sound equipment as may be necessary for its use. Licensee shall ensure that any such sound/speaker equipment and the use thereof is in compliance with the City of Oberlin's regulation with respect to noise/sound, including without limitation, the City's ordinance prohibiting unreasonable noise or loud sound that is likely to cause inconvenience or annoyance to others.
16. Licensee shall ensure that all food and refreshments being served shall be consumed in the Hall or the Gazebo, whichever is rented under this Agreement.
17. Licensee shall:
 - a. Fully insure himself/herself/itself and, if applicable, Licensee's officers, directors, employees, volunteers and agents, with the following coverage forms, limits, and policy endorsements: Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence, providing coverage for both bodily injury, including death and property damage, covering the use and occupancy of Premises, its operations and completed operations.
 - b. Obtained such insurance from a carrier rated at least "A" by A.M. Best Company and licensed or approved in the State of Ohio.
 - c. Ensure that such policy:
 - i. Names as Additional Insured the Licensor, the Roman Catholic Diocese of Cleveland, and the Bishop of the Roman Catholic Diocese of Cleveland.
 - ii. Provides that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Agreement and that the

insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

- iii. Provides that Licensor shall be given advance written notice of the cancellation, non-renewal or reduction in coverage.
 - d. Provide to Licensor a Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Licensor no later than five (5) days prior to the Event.
 - e. In lieu of obtaining the requisite liability coverage from an insurance company as set forth above, Licensee may be eligible to obtain the necessary coverage by purchasing "Special Events Liability Insurance" coverage from the Diocesan Insurance Office through the Licensor.
18. Licensee agrees that Licensee shall be solely liable for any theft of or damage to the Facility or Licensor's property, real or personal, arising from the negligent or tortious acts or omissions of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others permitted on the Premises by Licensee. Licensee acknowledges and agrees that lack of supervision during the Event shall per se constitute negligence for purposes of this Agreement.
 19. Licensee shall ensure that all decorations are applied so as not to damage walls, furniture, furnishings, fixtures, etc. Licensee agrees that Licensee shall not use tape to affix decorations to painted or plastered surfaces. "Poster putty" or similar products designed use on such surfaces is required for any such decorations.
 14. Licensee shall be solely liable for any and all injuries, regardless of type, which may be suffered by Licensee while utilizing the Premises.
 15. To the fullest extent allowed by law, Licensee covenants and agrees to indemnify, defend and hold harmless the Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Roman Catholic Diocese of Cleveland and their respective pastors, members, officers, agents, employees, contractors, licensees or invitees from and against any and all claims, losses, costs, judgments or expenses, including but not limited to, reasonable attorney's fees and professional fees and litigation costs, caused by, arising out of, or related to (a) the use and occupancy of the Premises by the Licensee or its agents, contractors, employees, servants, sublessees, invitees, guests, or any others that Licensee allows onto the Premise (each a "Licensee Party"); or (b) any act or omission of Licensee or any Licensee Party; or (c) any failure to perform any agreement or obligation to be performed by Licensee under this Agreement.
 16. Licensee shall provide and be responsible for adequate and appropriate police and security guard protection to maintain law and order during its use of the Premises under this Agreement.
 17. Licensee agrees to follow any and all further instructions, rules and regulations provided by Licensor concerning use of the Facility and Licensor's premises.
 18. Licensee agrees to set up no earlier than the start time listed above and to be out and have the Facility and premises secured, cleared of debris, cleaned and lights out by the end time listed above.
 19. The undersigned agrees to the foregoing on behalf of himself/herself personally and the organization he/she represents, if Licensee is not an individual.
 20. The undersigned further warrants that the Licensee, if not an individual, is duly organized or qualified under the laws of the State of Ohio and is qualified to do business in the State of Ohio.
 21. If Licensee is not an individual, the undersigned warrants and represents that he/she is authorized to sign and execute this Agreement on behalf of Licensee and that evidence of such authority will be provided to Licensor upon request.
 22. Licensee agrees that failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.
 23. Licensee agrees that Licensor reserves the right to terminate this Agreement for any reason or no reason. Licensee agrees that in the event that the Licensor terminates this Agreement, Licensee's damages shall be limited to a return of any and all deposits.
 24. This Agreement and the times specified herein shall not be modified unless in writing and signed by Licensor.

25. Failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.

26. This Agreement represents and contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on this _____ day of _____, 20_____.

LICENSOR

LICENSEE

By: _____

By: _____

Print: _____

Print: _____

Title: Pastor, Sacred Heart Parish

Title: _____