

USE AGREEMENT

This Use Agreement (the "Agreement") is made on ___, 20__ by and between _____ **Roman Catholic Congregation, Inc.**, (the "Lessor") and **Troop No. _____**, a council member of the **GIRL SCOUTS OF CENTRAL MARYLAND, INC.** (the "Lessee").

The Lessor and the Lessee agree as follows:

1. The Lessor agrees to allow the Lessee to have use of the facilities located on the Lessor's property (the "Facilities") described in the addendum attached as Exhibit A hereto, at the dates and times indicated on Exhibit A. Exhibit A is incorporated by reference herein and made a part of this Agreement.

2. The Agreement is made solely for the purposes related to the Lessee's use of the Lessor's Facilities for use for Girl Scout-related activities. The Lessee shall not use the facilities for any other purpose unless the Lessor expressly agrees to in writing. The Lessee shall not assign this agreement without the written consent of the Lessor. The Lessee agrees to abide by the conditions for use of the Facilities and equipment as established by the Lessor from time to time, including rules pertaining to building access, security, parking, restroom use and food.

3. Lessee shall be responsible to pay the Lessor for any damage to or breaking of the Lessor's property arising from the Lessee's use of the Facilities, negligent or otherwise.

4. Lessee will not permit anything to be done in or on the Lessor's premises, or to bring or keep anything therein, or violate the insurance policies on the premises, or any governmental laws, regulations or ordinances. Lessee shall indemnify the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, for any loss or expenses incurred by a violation of this covenant or by the use of the Lessor's premises. It is specifically agreed that the Lessee is solely responsible for obtaining any necessary licenses and/or permits for its use of the Facilities and for compliance with all applicable laws and regulations. The Lessor makes no guarantees as to the availability, adequacy or performance of kitchen equipment, if applicable. Lessee shall leave the facility, including the kitchen, if applicable, in as good condition as the Lessee found it. The Lessee shall be responsible for the expense of cleaning the premises if left in an untidy condition.

5. Lessee shall save, defend, protect, indemnify and hold harmless the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, from any and all liability, claims and suits, by reason of personal injuries occurring to any persons or person on or about the premises, and losses, injury or damages of any kind or nature from any cause to any goods, merchandise, chattel or other property now or that may hereafter be on the premises, whether belonging to the Lessee or others, arising out of the Lessee's use of the Facilities and the Lessor's property.

6. Lessee shall provide evidence of general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars

(\$2,000,000) in the aggregate. Lessee also shall name the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, as additional insureds on all required insurance policies. Lessee agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole.

7. Lessee also shall provide evidence of insurance coverage in an amount not less than Three Hundred Thousand Dollars (\$300,000) for sexual abuse/misconduct coverage, and said coverage must name the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, as additional insureds.

8. Lessee agrees that its use of the facilities described in this agreement involves substantial contact with children. Lessee represents, warrants, verifies and agrees that all of the Lessee's officers, employees, staff members, parents and volunteers who will be present at the Facilities and Lessor's premises and/or working on behalf of the Lessee have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with minors, or other criminal activity that would render them unsafe to have contact with minors. .

9. If any provision of this Agreement shall, to any extent, be invalid or enforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. The Lessee verifies, warrants and represents that an authorized signer from Girl Scouts of Black Diamond Council, Inc./Girl Scouts of Central Maryland, Inc./Girl Scout Council of the Nation's Capital has approved the terms of this Agreement as evidenced by its signature on behalf of the Lessee.

11. This Agreement contains the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, among them, other than as herein set forth. This Agreement is intended by the parties hereto to be an integration of all prior contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

[Signature Page Follows]

LESSOR:

(Name of School or Parish Corporation)

Date: _____

By: _____

Title: _____

LESSEE:

Troop No. _____, a council member of
Girl Scouts of Black Diamond Council, Inc./
Girl Scouts of Central Maryland, Inc./
Girl Scout Council of the Nation's Capital

Date: _____

By: _____

Title: _____

EXHIBIT A

The Lessor agrees to permit the Lessee to have use of the facilities described in this Agreement (the "Facilities") under the terms set forth below:

Lessee Contact Name, Address and Phone
Number:

Date(s) of Use:

Hours:

Number of Participants:

Rental Fee:

\$

Facilities Permitted to be Used by Lessee:

Facilities Not to be Used by Lessee:

Other Restrictions on Use:
