

**THIRD PARTY SPECIAL EVENT FACILITY USE AGREEMENT**

THIS THIRD PARTY SPECIAL EVENT FACILITY USE AGREEMENT (the "Agreement") is made on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (the "Lessor") and \_\_\_\_\_ (the "Lessee").

The Lessor and Lessee agree as follows:

1. The Lessor agrees to allow the Lessee to have use of the facilities described in this Agreement under the terms set forth below:

**LESSEE CONTACT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FACILITY:** \_\_\_\_\_

**OCCASION:** \_\_\_\_\_

**DATE OF USAGE:** \_\_\_\_\_

**HOURS :** \_\_\_\_\_ to \_\_\_\_\_

**NUMBER OF GUESTS:** \_\_\_\_\_

**SPECIFIC PROVISIONS:** \_\_\_\_\_

**RENTAL FEE:** \$ \_\_\_\_\_ (see attached Fee Schedule)

**DEPOSIT:** \$ \_\_\_\_\_ **BALANCE:** \$ \_\_\_\_\_ **DUE BY:** \_\_\_\_\_

2. The deposit is non-refundable. Furthermore, if Lessee cancels fewer than \_\_\_\_\_ days before the event, \_\_\_\_\_ percent (\_\_\_\_%) of the balance shall be paid to the Lessor as liquidated damages.

3. This Agreement is made solely for the occasion set forth herein. The Lessee shall not use the facilities for any other purpose unless the Lessor expressly agrees. The Lessee shall not assign this Contract without the written consent of the Lessor. The Facility may not be used for any purpose which, in the judgment of Lessor, is contrary to law or decency or good morals or the moral teachings and beliefs of the Catholic Church or is otherwise improper or detrimental to the reputation of the

Lessor. The Lessee agrees to abide by conditions for use of the Facility and equipment as established by the Lessor from time to time, including rules pertaining to building access, security, parking, signage, restroom use, food, room changes, weather-related items, etc.

4. Lessee shall be responsible to pay the Lessor for any damage to or breakage of the Lessor's property arising from Lessee's use of the premises, negligent or otherwise.

5. Lessee will not permit anything to be done in the premises, or bring or keep anything therein, which will violate the insurance policies on the premises, or any governmental laws, regulations, codes or ordinances, including those pertaining to the rights of the disabled or handicapped to access the Facility for the uses allowed under this Agreement. Lessee acknowledges that Lessee is solely responsible for ensuring that its use of the Facility complies with all federal, state and local laws, rules, codes and regulations regarding the accessibility of the Facility by any employee, contractor, agent, visitor, invitee of the Lessee, including those pertaining to access of the Facility by the disabled or handicapped. Lessee shall indemnify Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, for any loss or expenses incurred by a violation of the covenants in this Section 5. It is specifically agreed that Lessee is solely responsible for obtaining any necessary licenses and/or permits and for compliance with all applicable laws and regulations, including those regarding service of alcoholic beverages if applicable.

6. If a caterer is engaged, the choice of caterer must be approved by the Lessor. Lessee shall be responsible for assuring that the caterer complies with all applicable laws and regulations, including those regarding service of alcoholic beverages. Furthermore, if alcoholic beverages are to be served by the caterer, the caterer shall provide evidence of liquor liability insurance satisfactory to the Lessor, and the Lessee also must demonstrate to the satisfaction of the Lessor that proper insurance, supervision, permits and security are in place.

7. 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.

8. The Lessor is not responsible for articles of clothing or other personal property or equipment lost, stolen, forgotten or damaged during or as a result of the Lessee's use of the premises.

9. The Lessor makes no guarantees as to the availability, adequacy, or performance of kitchen equipment, if applicable.

10. The Lessor will not supply paper goods, tablecloths, or any other items. Any use or rearrangement of Lessor's furniture shall be approved in advance by Lessor, and furniture shall be restored to its proper location after the Lessee's use.

11. The parking lot of the Lessor is available for the Lessee's use in common with others. The Lessor is not responsible for the security, adequacy or condition (in case of inclement weather) of the parking lot.

12. Lessee will 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 person or persons on or about the premises, and agrees to assume all risks of loss, 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 Lessee or others, arising out of Lessee's use of the property.

13. (a) Lessee shall provide evidence of general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Lessee shall have the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, named as "Additional Insureds" for the date of Lessee's use of the Facility in relationship to the type of Lessee's Facility usage for claims which arise out of Lessee's operations or are brought against Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole, by Lessee's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Lessee also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Lessee or the Roman Catholic Archbishop of Baltimore, a corporation sole.

(b) Lessor will waive the insurance requirement described in Section 13(a) hereof for an additional fee as stated on the Third Party Special Events Waiver Application upon Lessee's submission of a completed Third Party Special Events Waiver Application (the "Waiver Application"), in form and content acceptable to Lessor. Upon approval of a Waiver Application by Lessor, the terms of the Waiver Application shall be incorporated into this Agreement. The waiver of the insurance requirement in Section 13(a) hereof does not change, alter or modify any other term of this Agreement. Please note that if the Lessee's use of the Facility may involve substantial contact with individuals under the age of 18 (as described in Section 14 below), the Waiver Application option is not available, and Lessee must satisfy the insurance requirements of Section 13(a) above.

**14. Lessee certifies that its use of the Facility may involve substantial contact with individuals under the age of 18 ("Minors"). Substantial contact with Minors means contact in which the duration and scope in both time and exposure to Minors is neither rare nor limited and may occur on a routine and/or ongoing basis. Substantial contact also includes any direct, unsupervised, and uncontrolled access to Minors and any overnight activities with Minors. Lessee represents, warrants, verifies and agrees that all of the Lessee's current and future employees, agents, volunteers, subcontractors and subcontractors' employees who will be present at the Facility will have undergone a criminal background check prior to being present at the Facility which revealed no incidents of abuse, neglect, child pornography, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors. Such criminal activity includes any conviction for a sex offense in any degree, for child sexual abuse, and for any "crime of violence" as defined in Section 14-101 of the Criminal Law Article of the Annotated Code of Maryland. Any costs associated with background checks under this paragraph shall be the responsibility of the Lessee (or its subcontractors) and not of the Lessor. Upon request of the Lessor, Lessee shall provide additional written verification that all of the Lessee's employees, agents, volunteers, subcontractors and subcontractors' employees who are or will be present at the Facility have undergone a criminal background**

**check which revealed no incidents of abuse, neglect, child pornography, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors.**

**15. If Lessee and the Lessor each affix initials of an authorized agent below, it is agreed that the Lessee's use of the Facility does not involve substantial contact with Minors and thus the provisions of Section 14 above do not apply.**

**Lessee's Initials:** \_\_\_\_\_  
**Lessor's Initials:** \_\_\_\_\_

16. An approved representative of the Lessor must be present during the affair to open, close, and supervise the use of the area(s) used. The Lessor, its employees or agents shall have the right to enter the premises for the purpose of making repairs or ascertaining whether Lessee is complying with the terms of this Agreement.

17. Upon receipt of a deposit in the amount specified, the date will become firm. If such deposit is not received by \_\_\_\_ (date) \_\_\_\_\_, the Lessor may lease the premises to other parties.

18. Use of the facilities is subject to the needs of the Lessor in unforeseen circumstances. In the event the Lessor deems it necessary to cancel this Agreement all deposit monies paid shall be returned to the Lessee and the Lessee shall have no other claim against the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole.

19. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. The Lessee agrees to comply with all rules imposed by the Lessor and to pay the charges for the use of the Facility set forth herein and in any addenda, rate sheets or other documents attached to this Agreement, which are expressly incorporated into and made as part of this Agreement.

21. The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization ("WHO") and the United States Centers for Disease Control ("CDC"). Medical knowledge regarding COVID-19 continues to evolve, but COVID-19 is reported to be extremely contagious and is believed to spread through person-to-person contact and/or contact with contaminated surfaces and objects, possibly even in the air. The exact methods for spread, contraction, and infection are unknown and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and/or death. Lessee acknowledges and understands that there is risk of contracting COVID-19, coronavirus disease 2019 and any other type of virus, bacterium, microorganism or disease (collectively, "Communicable Diseases") while its employees, contractors, vendors, subcontractors, agents, visitors, shoppers, patrons, invitees, guests, volunteers and representatives (collectively, the "Lessee Parties") are present on Lessor's property, and that any such Communicable Disease may cause serious and potentially life-threatening illness and/or death to any such Lessee Parties.

By its signature below, Lessee understands and acknowledges the above warnings regarding COVID-19 and other Communicable Diseases, and that the Lessee's use of the Facility and other permitted areas of the Lessor's property and the presence of the Lessee Parties on the Lessor's property under this Agreement may involve risk of exposure to, contraction of, or infection by COVID-19 or any other Communicable Disease as well as other economic losses or property damage that may result from Lessee's actions or inactions, the actions or inactions of others, and the inherent risks of participating in the activities permitted at the Facility under this Agreement and the presence of any of the Lessee Parties on Lessor's property.

Lessee shall perform screening and other commercially reasonable measures, including complying with guidelines, rules, orders, regulations and laws established by Federal, State and local authorities, including the Maryland Department of Health and Mental Hygiene and the CDC, to prevent any of its COVID-19 symptomatic or COVID-19 positive Lessee Parties.

Furthermore, Lessee understands and acknowledges that Lessor shall have instituted rules, guidelines, protocols and procedures based on guidance from governmental agencies and other recognized organizations (including the CDC) for the prevention of the spread of COVID-19 and any other Communicable Disease (collectively, the "Lessor's Rules"). All Lessee Parties shall comply with all of Lessor Rules at all times.

I understand that Lessor does not screen, medically or otherwise, any licensees, contractors, subcontractors, invitees, vendors and their respective employees (including the Lessee Parties) who may be present on the Lessor's property. I understand and acknowledge that Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole ("Archdiocese") reserve the right to withdraw from and/or terminate any agreement (including this Agreement) at any time due to any unforeseen conditions or circumstances or unsafe work environment. If Lessor withdraws from or terminates this Agreement for any of the reasons referenced in the preceding sentence, it shall not be required to pay any type of penalty, cancellation fee, direct or consequential cost, fee, expense or damages to Lessee; instead, Lessor's liability shall be limited to a refund of any pre-paid portion of the rental fee applicable to a period of time following such termination.

Lessee further understands, appreciates, and hereby assumes all such known and unknown dangers and risks related to the use of the Lessor's property and the presence of the Lessee Parties and their invitees on the Lessor's property. In consideration of the license granted to use the Facility and the right of the Lessee Parties to be present on the Lessor's property, Lessee knowingly and voluntarily on behalf of itself, its employees, contractors, subcontractors, agents, visitors, volunteers and invitees does hereby agree to forever release, hold harmless and indemnify the Lessor and the Archdiocese and each of their agents, governing boards, employees, staff, officers, directors, volunteers and representatives to the fullest extent permitted by law from any and all claims, causes of action, liabilities, demands, and causes of action in any way arising out of or relating to COVID-19 or any other Communicable Disease, including but not limited to (i) claims of negligence and (ii) any claims related to supervising, hiring, employing, training or monitoring of others who may be infected with and spread a Communicable Disease; (iii) testing for a Communicable Disease; and (iv) failure to prevent the spread of a Communicable Disease or failure to report a Communicable Disease to authorities.

[Signature Page Follows]

**LESSOR:**

\_\_\_\_\_  
(Name of School or Parish Corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**LESSEE:**

\_\_\_\_\_  
(Name of Lessee)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date