

NOTICE: THIS AGREEMENT IS FOR FACILITY USE BY ORGANIZATIONS FOR PERIODS OF SEVEN OR FEWER CONSECUTIVE DAYS.

NOTICE: THE LESSEE MUST PROVIDE EVIDENCE OF THE REQUIRED INSURANCE.

NOTICE: A CATERER MUST PROVIDE EVIDENCE OF THE REQUIRED INSURANCE IF SERVING ALCOHOL.

THIRD PARTY COMMERCIAL SPECIAL EVENT FACILITY USE AGREEMENT

THIS THIRD PARTY COMMERCIAL 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:

FACILITY: _____
(the "Facility")

USE: Select use type from list below. If not listed, describe here: _____

<input type="checkbox"/> Banquet (a large meal honoring someone or something)	<input type="checkbox"/> Indoor Stage Performance (play, concert, or other form of entertainment taking place on an indoor stage)
<input type="checkbox"/> Celebration (special social event marking an important event or occasion)	<input type="checkbox"/> Luncheon (formal lunch)
<input type="checkbox"/> Conference (formal meeting at which there are groups of talks on a particular subject)	<input type="checkbox"/> Meeting (assembly of members of the same groups or society)
<input type="checkbox"/> Dinner (formal dinner)	<input type="checkbox"/> Party (informal social gathering)
<input type="checkbox"/> Fundraiser (an event held to generate financial support for a charity or special cause)	<input type="checkbox"/> Reception (a formal social occasion held to welcome someone)
<input type="checkbox"/> Gala (a glamorous social event often times with dancing)	<input type="checkbox"/> Seminar (meeting for training)
	<input type="checkbox"/> Workshop (meeting for discussion about a particular subject)

DATE(S) OF USAGE: _____

HOURS: _____ to _____

NUMBER OF GUESTS: _____

SPECIFIC PROVISIONS: _____

RENTAL FEE: \$ _____

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 Agreement 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 loss of or damage to the Lessor's property arising from Lessee's use of the Facility, negligent or otherwise.

5. Lessee will not permit anything to be done in the Facility, or bring or keep anything therein, which will violate the insurance policies on the Facility, 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 coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence 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 Facility 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 Facility.

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. To the fullest extent permitted by law, Lessee will defend with counsel acceptable to the Roman Catholic Archbishop of Baltimore, a corporation sole, 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 in or about the Facility, 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 in or about the Facility, whether belonging to Lessee or others, arising out of Lessee's use of the Facility.

13. 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 name the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, as "Additional Insureds" for the date of Lessee's use of the Facility in relationship to the type of Lessee's Facility use 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, representatives, 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 the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole and will not seek contribution from any other insurance available to the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole as a named insured. In addition, the Lessee and insurer(s) shall waive their rights of subrogation against the Additional Insureds.

14. Lessee certifies that its use of the Facility under this Agreement involves substantial contact with individuals under the age of 18 ("Minors"), and Lessee will comply with the terms of this paragraph. 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. A "criminal background check" means a records check of the criminal history record information maintained by the Central Repository or the Federal Bureau of Investigation, as defined in Section 5-550 of the Family 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. If the Lessee's use of the Facility involves substantial contact with minors, Lessee also shall provide evidence of sexual abuse/molestation coverage in an amount not less than \$300,000 per occurrence and \$500,000 in the aggregate.

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. If Lessee and the Lessor each initial the blanks below, an approved representative of the Lessor must be present during the affair to open, close, and supervise the use of the area(s) used. If the blanks below are not checked, then an approved representative of the Lessor need not be present during the affair. The Lessor, its employees or agents shall have the right to enter the Facility for the purpose of making repairs or ascertaining whether Lessee is complying with the terms of this Agreement.

Lessee's Initials: _____

Lessor's Initials: _____

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 Facility 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 Lessor shall not be liable for any failure to perform its obligations hereunder, due to unforeseen circumstances or causes beyond the Lessor's reasonable control, including, without limitation, natural disasters, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

[Signature Page Follows]

LESSOR:

Date

(Name of School or Parish Corporation)

By: _____

Name: _____

Title: _____

Email: _____

Phone: _____

LESSEE:

Date

(Name of Lessee)

By: _____

Name: _____

Title: _____

Email: _____

Phone: _____