

DIOCESE OF TUCSON

SHORT TERM USE AGREEMENT – FOR ORGANIZATION

AGREEMENT, between _____, (herein "Parish"), and
(Name of Parish)

_____, (herein "User"), relating to the
(Name of Organization)

following facilities: _____
(Describe)

at _____
(Address)

Parish grants User permission to use such facilities for the following purpose:

on the following date(s) and time(s): _____

User acknowledges the fact that there are expenses in maintaining and operating the facility and User desires to donate the amount of \$_____ to help defray the costs for the use of facilities and further agrees to advance the additional sum of \$_____ as a security deposit for breakage and cleanup which may occur during User's use of the premises. If the premises are returned in clean, orderly and proper condition then the amount advanced as a security deposit shall be returned to User within one week following the conclusion of the event.

This permission is granted upon these additional terms and conditions and is non-assignable.

1. As used herein the term "Diocese of Tucson" includes the above named "parish," the Roman Catholic Church, Diocese of Tucson and Parish Corporations, all other constituent organizations of the Diocese, and their officers, agents, employees and volunteers.
2. "No alterations of any kind to the premises shall be made by User without the prior written consent of the parish."
3. The security deposit and \$_____ of the donation for use shall be remitted at the time of the signing of this Agreement and the balance shall be contributed \$_____ days prior to the date of use.
4. User agrees to indemnify and hold harmless the Roman Catholic Church, Diocese of Tucson and Parish Corporations, from and against all liability, loss or damage from any cause whatever, including the negligence (active or passive) of the Roman Catholic Church, Diocese of Tucson and Parish Corporations, its officers, agents, volunteers or employees, arising from the use of facilities or activities in and about the same by User, its representatives or invitees.

5. User shall provide and maintain Commercial General Liability insurance during the period covered by this Agreement insuring the Diocese of Tucson against liability for Bodily Injury (including death) and Property Damage from occurrences in or about the facilities or the use of condition thereof, with at least Combined Single Limits of \$1,000,000. Such policy or policies shall name as Additional Insured(s) the entities and persons named or described in Paragraph 1. Such insurance shall be primary and such insurance of User shall be evidenced by a certificate of insurance and endorsement furnished to:

Roman Catholic Church, Diocese of Tucson and Parish Corporations
Attn: Director, Property and Insurance Office
P.O. BOX 31
Tucson, Arizona 85702-0031

7 days prior to use of the facilities. Said insurance shall provide and the certificate and endorsement shall state that such insurance cannot be modified or cancelled without 30 days notice to the above address.

6. User represents that it is organized and operates as a Non-Profit Organization, and that such facilities shall be used exclusively for religious, and/or charitable purposes, or for uses incidental thereto.
7. Parish may terminate this agreement, and permission to use such facilities, at any time for good cause without obligation except to refund any amount which User has theretofore donated or paid for security deposit.

Special Provisions (Insert if any)

DATE: _____

DATE: _____

(Name of Organization)

(Name of Parish)

By: _____

(Name of Pastor)

Title: _____

Phone #: _____