

DIOCESE OF TUCSON

SHORT TERM USE AGREEMENT – FOR INDIVIDUALS

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

_____, (herein "User"), relating to the
(Responsible Individual)

following facilities: _____
(Describe)

at _____
(Address)

Parish grants the 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 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 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, and 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. The 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, employees or volunteers, arising from the use of facilities or activities in and about the same by User, its representatives or invitees.

5. The User must provide and maintain General Liability insurance during the period covered by this Agreement insuring the Roman Catholic Church, Diocese of Tucson and Parish Corporations, against liability for Bodily Injury (including death) and Property Damage from occurrences in or about the facilities or the use or 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 4. This insurance shall be primary and any other insurance available to the Roman Catholic Church, Diocese of Tucson and Parish Corporations shall not be called upon to contribute. The User may secure coverage to meet these Diocesan Insurance Requirements by purchasing coverage through the alternative source for the User of this required insurance coverage must be evidenced by furnishing a Certificate of Insurance and a Policy Endorsement acceptable to the Diocesan Director of Property and Insurance Office. These must be received by:

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

at least 20 days prior to use of the facilities. Said insurance shall provide and the Certificate of Insurance and policy endorsement shall state that such insurance cannot be modified or cancelled without 30 days notice to the above address.

6. 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.

Special Provisions (Insert if any)

DATE: _____

DATE: _____

By: _____

(User)

(Name of Parish)

Home Address: _____

(Name of Pastor)

Phone #: _____