

Catholic Mutual. . . “CARES”

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non-school sponsored or affiliated groups use school facilities on a short-term basis such as one day or a week. The following groups are examples of non-school sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use school facilities for meetings or fundraisers.
2. AAU sport teams or non-school sponsored sport classes/clinics.
3. School families and non-school families that rent or use school facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a school family or non-school family would be eligible to purchase “special event” liability coverage through your school via Catholic Mutual.)
4. Any other organization, municipality or county organization that uses school facilities for a meeting or function that is non-school sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the school with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your school and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the school as a “certificate holder.”

It is often asked what criteria an organization must meet to be school sponsored or affiliated. In the event of an insurance claim involving a potential non-school sponsored activity, the following questions would be asked to further determine if a group was school sponsored and eligible for insurance coverage:

1. Did the school have full control over the group or function?
2. Did any costs or fees associated with the function flow through school accounts?
3. Was the function or group open to all school members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the school or provide a social service on behalf of the school?
5. Was the teacher or leader of the group a school volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be school sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the school with the necessary insurance documentation.

FACILITY USAGE/INDEMNITY AGREEMENT

SCHOOL: _____

SCHOOL is understood to include the Arch/Diocese of _____

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named SCHOOL against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named SCHOOL.

FACILITY USER agrees to provide a certificate of insurance to the SCHOOL, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the SCHOOL named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the SCHOOL by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against SCHOOL.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named SCHOOL for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the SCHOOL by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the SCHOOL, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY:

_____ (Must be an
official agent of FACILITY USER)

NAME (Please print): _____

DATE: _____