



DIOCESE OF SAN JOSE

PARISH FACILITY USE AGREEMENT

CONTRACT FOR THE USE OF PARISH/SCHOOL FACILITIES

NOTICE TO ADMINISTRATORS/SUPERVISORS: THIS AGREEMENT MUST BE COMPLETED AND SUBMITTED TO THERESA LA VOUN, LOSS CONTROL & PREVENTION THERESA.LAVOUN@DSJ.ORG WHENEVER AN ORGANIZATION OR OUTSIDE USER REQUESTS THE USE OF YOUR PARISH/SCHOOL FACILITIES FOR EVENTS OR MEETINGS. THIS AGREEMENT ALONG WITH THE ORGANIZATIONS PROOF OF INSURANCE MUST BE SUBMITTED FOR REVIEW PRIOR TO USE.

This Parish Facility Use Agreement (“Agreement”) between **St John the Baptist Church** (“Parish”), and
(Name of Parish)

_____ (herein “User”), relating to the
(Name of Organization/Private Event)

use of the following Parish facilities: **PAVALKIS HALL GYM**

at _____
279 S. Main Street, Milpitas, CA 95035
(Address)

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

_____ (“Use”)
on the following date(s) and time(s): _____

The User agrees to pay the amount of \$ _____ for use of the Parish facilities and to pay the sum of **\$ 500.00** as a security deposit. Both amounts shall be paid at the time of the signing of this Agreement.

This permission to use the Parish facilities is granted upon these additional terms and conditions and is no assignable.

1. The Use, above, is the only use permitted under this Agreement and shall comply with all current and future statutes, ordinances, regulation, and requirements of all governmental entities applicable to the Use of the Parish facility including all CDC, County and Public Departments Guidelines regarding COVID-19, and the execution of the *User Certification* attached hereto as Exhibit “A”.
2. User shall leave the Parish facilities in a clean and orderly condition upon conclusion of the Use; and if any alterations were allowed, restore the Parish facilities to their original condition; and shall repair any damage arising out of the use of the Parish facilities under this Agreement. The security deposit shall be **returned** to User within one week after User has completed its use of the Parish facilities, **less** those amounts needed to remedy User’s failure to fulfill its obligations under this Agreement.



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User agrees to defend, indemnify and hold harmless the Diocese of San Jose and the Parish and its employees, agents, and guests from and against any and all claims, damage, loss liability or expenses including without limitation, attorneys' fees and costs attributable to User's use of the Parish facilities.

3. User must provide and maintain General Liability insurance during the period covered by this Agreement insuring the Diocese of San Jose 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 \$2,000,000.00. Said policy or policies shall name as additional insured(s) the entities and persons named or described herein. This insurance shall be primary and any other insurance available to the Diocese or Parish shall not be called upon to contribute. The User may secure coverage to meet these Diocesan Insurance Requirements by purchasing coverage through the "Special Events Liability Insurance Program for Outside Users of the Diocese of San Jose facilities". Any alternative source for the User of this required insurance coverage must be evidenced by furnishing Certificate of Insurance and Policy Endorsement acceptable to the Diocesan Facilities Department. These must be received by the Diocese of San Jose at least twenty (20) days prior to use of the Parish facilities. Said insurance shall provide the Certificate of Insurance and policy endorsement shall state that such insurance cannot be modified or cancelled without thirty (30) days' notice to the Diocese of San Jose.
4. As used herein the term "Diocese of San Jose includes the above-named Parish, The Roman Catholic Bishop of San Jose, a Corporation Sole, and all other constituent organizations of the Diocese, and their officers, agents and employees.
5. User will not use the premises for any purpose that is inconsistent with the Parish's religious purpose or philosophy.
6. The Parish may terminate this Agreement and permission to use its facilities at any time without obligation except to refund any amount which User has theretofore paid.

Special Provisions, if applicable:



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7. IF THE CONTRACTING PARTY PLANS TO SERVE LIQUOR/ALCOHOL DURING THE EVENT AND ARE CHARGING A DOLLAR AMOUNT OR A DONATION FOR ANY OF THE FOLLOWING; THE MEAL, ALCOHOLIC BEVERAGE, ENTRY INTO THE EVENT, RAFFLE TICKET, ETC., THEY SHALL BE RESPONSIBLE FOR SECURING A LIQUOR/ALCOHOL LICENSE FROM THE LOCAL GOVERNMENT AND FOR ADEQUATE EVENT SECURITY. BY SIGNING THIS AGREEMENT, CONTRACTING PARTY AGREES TO ABIDE BY THE ALCOHOL RESPONSIBILITY GUIDELINES ATTACHED HERETO AND BY ANY AND ALL GUIDELINES REQUIRED TO BE FOLLOWED BY THE ALCOHOL BEVERAGE CONTROL BOARD. IF SERVING ALCOHOL, USER IS REQUIRED TO PURCHASE ALCOHOL INSURANCE FOR THE EVENT.
 8. The individuals executing this Agreement, respectively, each represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon such party in accordance with its terms. The Contracting Party shall insure that it and its employees, officers, agents and representative shall comply with all the laws and regulations in Santa Clara County, California.
 9. Should an action be instituted by any party hereto against any other to enforce any provision of this Agreement or otherwise to determine the rights and obligations of the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.
 10. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed duplicate original of the Agreement. A signed copy of this Agreement sent by any party by email or other electronic means to any other party also is deemed an original of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

The Parish:

USER:

St John the Baptist Catholic Church

Edward A Sacramento

Facility Manager

408-262-2546 x 307

Title: _____

Address: _____

Phone Number: _____



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EXHIBIT “A”

USER CERTIFICATION FOR GATHERINGS/PRESENTATIONS **WITHOUT FOOD OR DRINK**

As the User, I certify the following:

_____ I will only permit _____ guests to enter (this number will depend on whether the event is indoors or outdoors).

_____ I will ensure that face masks will be worn at all times by everyone in attendance.

_____ I will ask each if he/she has any symptoms of COVID-19 upon arrival to the event.

_____ I will not permit any food or drink to be served.

_____ I will require my guests to stay 6 feet apart.

_____ I will provide hand sanitizer for all guests.

_____ I will clean and sanitize the facility by using approved cleaning products at the end of the gathering.

Name

Signature

Date



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EXHIBIT “A”

USER CERTIFICATION – RECEPTIONS/MEETINGS **WITH FOOD AND DRINK**

As the User, I certify the following:

_____ I have a defined guest list and will not permit anyone other than those on the list into the venue.

_____ I will only permit _____ guests to enter (this number will depend on whether the event is indoors or outdoors)

_____ I will ensure that face masks will be worn at all times by everyone in attendance except when the person is actively eating or drinking.

_____ I will ask each if he/she has any symptoms of COVID-19 upon arrival to the event.

_____ I will require my guests to stay 6 feet apart.

_____ I will provide hand sanitizer for all guests.

_____ I will clean and sanitize the facility by using approved cleaning products at the end of the reception/meeting.

Name

Signature

Date