



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 THE DSJ FACILITIES DEPARTMENT 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 _____ (“Parish”), and
(Name of Parish)

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

use of the following Parish facilities: _____
(Describe)

at _____
(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 \$ _____ 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 non-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.
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



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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.

3. 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.
4. User must provide and maintain General Liability insurance during the period covered by this Agreement insuring the Diocese of San Jose pursuant to the terms of Exhibit “A”, attached hereto. 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.
5. 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.
6. User will not use the premises for any purpose that is inconsistent with the Parish’s religious purpose or philosophy.
7. 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:

8. 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



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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.

- 9. 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 representatives shall comply with all the laws and regulations in Santa Clara County, California.
- 10. 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.
- 11. 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:

By: _____

By: _____

Name: _____

Name: _____

Title: Pastor

Title:

Address: _____

Phone Number: _____



EXHIBIT "A"

DSJ INSURANCE REQUIREMENTS

Any entity Entering into an agreement with the Diocese of San Jose and parishes and schools, working on or off Diocesan properties must meet the below requirements.

The party agrees to maintain insurance coverage as outlined below:

General liability:

- comprehensive general insurance with limits not less than \$1 million per occurrence and \$2 million Aggregate.

Auto liability:

- primary auto liability with limits not less than \$1 million per occurrence covering specific vehicles to be brought onto parish/school facility.

Workers' compensation insurance

- Coverage A statutory limits for the State of California.
- Coverage B employers liability coverage in limits not less than:
 - \$500,000.00 each accident for bodily injury by accident.
 - \$500,000.00 policy limit for bodily injury by disease.
 - \$500,000.00 each employee for bodily injury by disease.

Said evidence of insurance shall be provided on an Acord Form 27 (or other form acceptable to the Diocese.) All such policies shall utilize an Additional Insured Endorsement (AIENDT 80800) and name the Roman Catholic Bishop of San Jose and (the name of the Parish or school) as Additional Insured and must provide endorsement evidencing such additional insured status as well as language indicating that the insurance policies evidenced shall be deemed primary to any other insurance policies available to the Roman Catholic Bishop of San Jose as non-contributory and shall include an endorsement referencing same. Said endorsement will also include language that insurer waives its rights of subrogation or otherwise against the Roman Catholic Bishop of San Jose. Said endorsement shall also indicate that a 30-day written notice of cancellation or material change to any of the coverage evidenced in the certificate will be provided to the Bishop of San Jose.

Construction, reconstruction or repair projects estimated at \$1M or more.

Starting the new insurance policy year 7/1/2022 all construction, reconstruction or repair projects performed estimated at \$1M or more and commencing on or after the 7/1/2022 insurance policy year, will need the following insurance limits.

Please confirm that prior to the commencement of any construction, reconstruction or repair Projects performed on and in property owned, leased or occupied by the Roman Catholic Bishop of San Jose, the Insured, shall assure that all contractors and sub-contractors maintain their own Comprehensive General Liability Insurance ("CGL") with



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minimum limits of USD5,000,000 any one occurrence and that such insurance shall be kept in force throughout the duration of such construction, reconstruction or repair.

All contractors and sub-contractors will contractually agree to add Roman Catholic Bishop of San Jose and (the name of the Parish or school), as an additional insured under such CGL policy on a primary and non-contributory basis, and the contractors and sub-contractors must also contractually agree to defend and indemnify the Roman Catholic Bishop of San Jose against all claims.

Furthermore, the Roman Catholic Bishop of San Jose shall ensure that all construction work performed on and in property owned, leased, or occupied by the Roman Catholic Bishop of San Jose shall be

(i) performed by licensed contractors;

(ii) subject to applicable building codes and pursuant to required building permits;

(iii) and subject to having on file a Certificate of Insurance and Endorsement adding the Named Insured as an Additional Named Insured on the contractors' CGL policy. Such Endorsement must also designate such CGL as primary to all policies maintained by Roman Catholic Bishop of San Jose and (the name of the Parish or school) covering property under construction, reconstruction, or repair.

All organizations must forward a Copy of required insurance to the following address and must be received at least ten days prior to the Date of event or start of work:

Roman Catholic Bishop of San Jose

Insurance & Risk Management

1150 North First St., Suite 100

San Jose, CA 95112

With a copy simultaneously delivered to the Insurance Brokers:

Waldorf Risk Solutions, LLC

P.O. Box 590

Huntington NY 11743