

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: _____

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 PARISH against and from all claims or causes of action arising from the use of the facility and operations of the above named FACILITY USER including claims initiated by third parties or claims arising from the actions of its employees, agents, family members, officers, volunteers, partners, organizational members or associates.

FACILITY USER agrees to provide a certificate of insurance to the PARISH 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 PARISH named as an "Additional Insured" on its general liability policy for the DATES 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 PARISH by FACILITY USERS' 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 PARISH.

If and only 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 PARISH 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 PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, whether such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of the FACILITY USER.

SIGNED BY: _____

Must be an official agent of FACILITY USER)

NAME AND TITLE: _____

DATE: _____

EXHIBIT A TO FACILITY USAGE/INDEMNITY AGREEMENT
COVID-19 LIABILITY RELEASE AND HOLD HARMLESS
AGREEMENT

_____ (Unaffiliated Organization) in consideration of being granted permission on _____ (date/s) to use real property owned by _____ Parish during the Coronavirus Pandemic, does hereby promise to forever protect, defend, hold harmless and fully indemnify the above named Parish and its employees, agents, volunteers, officers, directors, parent corporations, subsidiaries, and insurers/third party administrators from any and all claims or causes of actions in any way related to COVID-19, brought by any person or entity, arising out of or related to the use of Parish property, including but not limited to all claims and causes of action based on the alleged negligence of the Parish, the negligence of its employees, agents, and volunteers or other third parties, or my own negligence.

Authorized Representative of Unaffiliated Organization

It's: _____

Date: _____

EXHIBIT B TO FACILITY USAGE/INDEMNITY AGREEMENT
COVID-19 PROTOCOLS

1. **Safety Protocols.** Unaffiliated Organization hereby agrees to adopt thorough and detailed COVID-19 safety protocols for any and all of its activities in the facility.

2. **Cleaning.** Upon request of the Parish as indicated in the checkboxes below, Unaffiliated Organization hereby agrees to clean and sanitize the areas of usage in the facility after the conclusion of the dates of facility usage, and further agrees to be solely responsible for all costs and materials necessary to complete said cleaning and sanitizing. In the event that no boxes are checked below, it shall be deemed that cleaning was not requested by the Parish.

☒ Cleaning requested by Parish

☐ Cleaning NOT requested by Parish

Authorized Representative of Unaffiliated Organization

It's: _____

Date: _____