

**THIRD PARTY SPECIAL EVENT FACILITY USE AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (the "Lessor") and \_\_\_\_\_ (the "Lessee").

The Lessor and Lessee agree as follows:

1. The Lessor agrees to allow the Lessee to have use of the facilities described in this Agreement under the terms set forth below:

**LESSEE CONTACT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FACILITY:** \_\_\_\_\_

**OCCASION:** \_\_\_\_\_

**DATE OF USAGE:** \_\_\_\_\_

**HOURS (including set up and clean-up):** \_\_\_\_\_ to \_\_\_\_\_

**NUMBER OF GUESTS:** \_\_\_\_\_

**SPECIFIC PROVISIONS:** \_\_\_\_\_

**RENTAL FEE:** \$ \_\_\_\_\_ (see attached Fee Schedule)

**CLEAN-UP FEE:** \$ \_\_\_\_\_

**DEPOSIT:** \$ \_\_\_\_\_      **BALANCE:** \$ \_\_\_\_\_      **DUE BY:** \_\_\_\_\_

2. The deposit is non-refundable. Furthermore, if Lessee cancels fewer than \_\_\_\_\_ days before the event, one-half (50%) of the balance shall be paid to the Lessor as liquidated damages.

3. This Agreement is made solely for the occasion set forth herein. The Lessee shall not use the facilities for any other purpose unless the Lessor expressly agrees. The Lessee shall not assign this Contract without the written consent of the Lessor. The Lessee agrees to abide by conditions for use of the Facility and equipment as established by the Lessor from time to time, including rules pertaining to building access, security, parking, signage, restroom use, food, room changes, weather-related items, etc.

4. Lessee shall be responsible to pay the Lessor for any damage to or breakage of the Lessor's property arising from Lessee's use of the premises, negligent or otherwise.
5. Lessee will not permit anything to be done in the premises, or bring or keep anything therein, which will violate the insurance policies on the premises, or any governmental laws, regulations or ordinances; and Lessee shall indemnify Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, for any loss or expenses incurred by a violation of this covenant. It is specifically agreed that Lessee is solely responsible for obtaining any necessary licenses and/or permits and for compliance with all applicable laws and regulations, including those regarding service of alcoholic beverages if applicable.
6. If a caterer is engaged, the choice of caterer must be approved by the Lessor. Lessee shall be responsible for assuring that the caterer complies with all applicable laws and regulations including those regarding service of alcoholic beverages. Furthermore, if alcoholic beverages are to be served by the caterer, the Lessee shall require the caterer to provide evidence of liquor liability insurance satisfactory to the Lessor.
7. Lessee shall leave the Facility, including the kitchen if applicable, in as good condition as the Lessee found it. The Lessee shall be responsible for the expense of cleaning the premises if left in an untidy condition.
8. The Lessor is not responsible for articles of clothing or other personal property or equipment lost, stolen, forgotten or damaged during or as a result of the Lessee's use of the premises.
9. The Lessor makes no guarantees as to the availability, adequacy, or performance of kitchen equipment, if applicable.
10. The Lessee is responsible for the set up of the facility as desired. The Lessor will not supply paper goods, tablecloths, or any other items. Any use or rearrangement of Lessor's furniture shall be approved in advance by Lessor, and furniture shall be restored to its proper location after the Lessee's use.
11. The parking lot of the Lessor is available for the Lessee's use in common with others. The Lessor is not responsible for the security, adequacy or condition (in case of inclement weather) of the parking lot.
12. Lessee will save, defend, protect, indemnify and hold harmless the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, from any and all liability, claims and suits, by reason of personal injuries occurring to any person or persons on or about the premises, and agrees to assume all risks of loss, injury or damages of any kind or nature from any cause to any goods, merchandise, chattel or other property now or that may hereafter be on the premises, whether belonging to Lessee or others, arising out of Lessee's use of the property.
13. (a) Lessee shall provide evidence of general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and Lessee shall have the Lessor

and the Roman Catholic Archbishop of Baltimore, a corporation sole, named as "Additional Insureds" for the date of Lessee's use of the Facility in relationship to the type of Lessee's Facility usage for claims which arise out of Lessee's operations or are brought against Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole, by Lessee's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Lessee also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Lessee or the Roman Catholic Archbishop of Baltimore, a corporation sole.

(b) Lessor will waive the insurance requirement as stipulated in Paragraph 13 (a) for an additional fee of \$\_\_\_\_\_. This waiver does not change any other aspect of this agreement.

14. An approved representative of the Lessor must be present during the affair to open, close, and supervise the general clean-up of the area(s) used. The Lessor, its employees or agents shall have the right to enter the premises for the purpose of making repairs or ascertaining whether Lessee is complying with the terms of this Agreement.

15. Ice will be purchased from the Lessor at a cost of \$\_\_\_\_\_: yes \_\_\_no \_\_\_.

16. Upon receipt of a deposit in the amount specified, the date will become firm. If such deposit is not received by \_\_\_(date)\_\_\_\_\_, the Lessor may lease the premises to other parties.

17. Use of the facilities is subject to the needs of the Lessor in unforeseen circumstances. In the event the Lessor deems it necessary to cancel this Agreement all deposit monies paid shall be returned to the Lessee and the Lessee shall have no other claim against the Lessor or the Roman Catholic Archbishop of Baltimore, a corporation sole.

18. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**[Signature Page Follows]**

**LESSOR:**

\_\_\_\_\_  
(Name of School or Parish Corporation)

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**LESSEE:**

\_\_\_\_\_  
(Name of Lessee)

\_\_\_\_\_  
Date

Deposit Received: \$ \_\_\_\_\_