



SMG Facilities Personal Use Agreement

Parties

This Facility Use Agreement (“Agreement”) is entered into this ___ day of _____, _____ by and between **St. Maria Goretti Catholic Church** with its offices at 17102 Spring Mill Rd, Westfield, IN 46074 (hereinafter referred to as “SMG”) and

(provide full legal name and address) (hereinafter referred to as “USER”).

Consideration

As a Not-For-Profit entity, SMG does not rent out its facilities for profit. Under certain circumstances, however, registered SMG parishioners may be granted the privilege of using SMG facilities for personal, private functions. This permission will be granted only upon USER agreeing to abide by SMG policies as stated herein. SMG and USER enter into this Agreement under terms indicated herein. Certain fees are also required to help cover the additional cost incurred by SMG for private use of facilities.

Planning, Setup, Cleanup & Damages

This form **must be submitted to the Parish Office at least 30 days prior to the event**. The assumption is that the USER will be highly SELF-SUFFICIENT in planning AND using the SMG facility resources – SMG is not a banquet facility with an event planning & service staff! USER needs to PLAN AHEAD far enough to become familiar with the facility, including kitchen, janitorial & all equipment. SMG staff is generally available for scheduling these orientations 8-5 M-F; **orientations need to be completed no later than 2 weeks prior to the event**.

USER shall be fully responsible for returning the facility & equipment to the condition it was in prior to use. Setup & cleanup are solely the responsibility of USER. SMG will determine whether or not Facility is satisfactorily returned to prior condition, and will retain the Cleanup Deposit as required.

USER is further responsible for any and all damages to SMG’s property, equipment, the Facility, or any person involved with or affected by the USER’s use of the Facility. SMG shall determine damages in any such an occurrence.

Limited Use of Facility

USER shall be limited to the designated Facility Area and only on a temporary basis as scheduled herein. No other part of the SMG’s property shall be used except for the external and internal areas reasonably needed to gain parking and access to the Facility Area. USER shall limit use to those specific activities stated as its Intended Use listed below; all other activities are strictly prohibited. The USER shall provide own equipment for the activity, except as approved in the Equipment & Setup Requirements.

ST. MARIA GORETTI POLICY DOES NOT ALLOW ALCOHOL TO BE SERVED ANYWHERE ON THE PROPERTY FOR PRIVATE FUNCTIONS.

SMOKING INSIDE ANY SMG BUILDING IS STRICTLY PROHIBITED. CLEANUP OF ANY SMOKING MATERIAL OUTSIDE IS THE SOLE RESPONSIBILITY OF USER.

17102 Springmill Road • Westfield, IN 46074 • 317-867-3213 • Fax 317-867-3263

**Planning Stipend, Cleanup Deposit & Insurance Fee**

1. USER shall provide a *non-refundable* **Planning Stipend** in the amount of **\$150**, due when submitting this Facility Use Agreement.
2. A *refundable* **Cleanup Deposit** in the amount of **\$250** is also required. Based on SMG's evaluation of USER cleanup, the Cleanup Deposit may be either refunded to USER, or retained in whole or in part. Refunds, if available, will be mailed within three (3) weeks following the Scheduled Event.
3. The USER shall also provide a *non-refundable* payment of **\$95.00 for a one-day Diocesan Special Events Insurance Policy**. If USER provides SMG with a Certificate of Credible Coverage in the amount of \$1,000,000.00 *and* naming SMG as "Additional Insured" for this event, this fee will be waived. The Certificate must be presented to the SMG business office along with this agreement; otherwise the \$95 fee is due with agreement.
4. The event will not be scheduled until all fees are paid. In the event of a USER check returned for insufficient funds, the event will be cancelled. Rescheduling will only be considered with cash payment of the amount due, plus a \$25 service fee.

SMG Facility Area Desired, Intended Use & Type of Activity (be specific):**Desired Date(s) & Time(s) of the Scheduled Event(s) (Facility must be vacated by 10:15 pm):****Number of People anticipated:****Name & Cell Phone Number of Contact Person Monitoring Event
*(this person must be in attendance during event!):***



Indemnity and Insurance

USER has fully complied with the indemnity and insurance requirements set forth in the attached Facility Indemnity Agreement or the Diocesan Special Events Coverage, which is agreed to in its entirety and is incorporated by reference into this Agreement. USER agrees to indemnify, defend, and hold harmless SMG and the Roman Catholic Diocese of Lafayette-in-Indiana, and their officers, employees, agents, representatives, and volunteers from and against any and all claims, actions, causes of action, loss, cost, damage or expense, relating to the personal injury or death of any person, or injury or loss or damage to any real or personal property of any persons arising out of or resulting in any way USER's use or occupancy of the Facility, or for any failure of USER to perform all of its obligations hereunder, whether or not it is alleged that the indemnified parties caused or contributed to any such personal injury, death, or property damage. USER's representative executing this Agreement below shall be personally responsible and liable under this Agreement in addition to the USER organization.

Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Any cause of action or the resolution of any dispute shall be brought exclusively in the courts of Indiana, Hamilton County. SMG may recover all reasonable court costs and attorney fees associated with any action regarding this Agreement including, but not limited to, the collection of any unpaid fees or damages. USER agrees to abide by and comply with all governmental and legal requirements in connection with its use of the Facility.

Entire Agreement

This Agreement shall represent the sole and exclusive understanding between the parties including the attached Facility Usage Indemnity Agreement. This Agreement may be executed in duplicate originals, either of which shall be deemed as an original. Any part of this Agreement that is found to be invalid or unenforceable for any reason may be severed by the appropriate judicial authority while preserving and enforcing the remainder of the Agreement.

Agreed to by:
USER **Printed** Name:

Agreed to by:
St. Maria Goretti Catholic Church

Pat Gorman, Parish Business Manager

USER Signature & Date

SMG Signature & Date

Address

City, State, Zip

Telephone



FACILITY USAGE/INDEMNITY AGREEMENT

PARISH : **St. Maria Goretti, Westfield, IN**

PARISH is understood to include the **Diocese of Lafayette in Indiana**

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 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 PARISH.

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 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 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, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. 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: _____



Equipment Requirements:

1. Will a facility key be required? Y/N____ (If Yes, contact Jen Downing @ 867-3213, ext. 221)

2. What time(s) will access be needed to facility? **(USERS MUST EXIT FACILITY BY 10 PM)**

3. What SMG equipment is requested?

ITEM	QTY	COMMENTS
Tables		
Chairs		
Sound system		
Microphone		
Podium		

4. Special requirements?

SMG provides no Staff Support on evenings & weekends – please plan accordingly.