



**PARISH FACILITY USAGE AND INDEMNITY AGREEMENT  
RESERVATION REQUEST FORM  
UNAFFILIATED INDIVIDUALS OR ORGANIZATIONS**

St. Philip Neri and the Facility User agree to enter into this Facility Usage and Indemnity Agreement as of the date approved and signed by the Parish Pastor.

The Facility User acknowledges that for purposes of this Agreement, the term “Parish” also expressly includes Bishop of Charleston, a Corporate Sole, also known as the Catholic Diocese of Charleston.

To request the use of any Parish facility or Parish grounds, you must complete the Reservation Request Form for approval at least 30 days prior to your event or usage. All requests are subject to availability and Pastor’s approval. Completion of the form does not guarantee that your request will be approved. You will be notified within 7 days of submitting the form if your request has been approved. Submit all completed Parish Facility Reservation Request Forms to Lynda Curry, Parish Business Manager, [businessmanager@saintphilipneri.org](mailto:businessmanager@saintphilipneri.org).

Person Requesting Use \_\_\_\_\_  
Organization Requesting Use \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

The Facility User, for itself and its owners, members, participants, agents, family members, officers, volunteers, Partners, invitees and/or associates, and the Parish agree as follows:

Please describe which Parish facilities you are requesting use of:  
\_\_\_\_\_  
\_\_\_\_\_

The Parish facility requested will be used for what purpose:  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of participants: \_\_\_\_\_

What date(s) and time(s) are you requesting:

Date: \_\_\_\_\_

Time: From: \_\_\_\_\_ To \_\_\_\_\_

|                              |                 |
|------------------------------|-----------------|
| Office Use Only:             |                 |
| Insurance Requirements _____ | Scheduled _____ |

1. **GENERAL TERMS OF FACILITY USAGE:** The Facility User acknowledges and agrees as follows:
  - A. The Parish Facilities Usage Policy (the “Usage Policy”) has been provided to the Facility User, and the Facility User agrees that it and all persons using the Facility, will abide by the Parish Facility Usage Policy and the rules and regulations (and any other rules provided to the Facilities User by the Parish) for the general use of the Facility set forth herein during the time the Facility is in the possession of or being used by the Facility User.
  - B. The use of the Facility by the Facility User shall be non-exclusive and the Parish reserves the right to use the Facility to the extent such use does not unreasonably interfere with the agreed usage by the Facility User.
  - C. It is the sole responsibility of the Facility User to ensure that the serving of alcoholic beverages at a function is done in accordance with the laws and regulations of the State of South Carolina, and any applicable local ordinances. Among other requirements, no minor under the age of 21 shall serve alcohol or be permitted to consume alcoholic beverages anywhere at the Facility or on Parish property.
  - D. The Facility User agrees that it will at all times strictly comply, and cause those using the Facility in connection with Facility User’s event to comply, with all applicable governmental laws and ordinances, including but not limited to fire codes and nuisance laws.
  - E. The Facility User acknowledges that, if the Facility is located within a residential area, any loud or boisterous activity that unreasonably disturbs the nearby neighbors is strictly prohibited. If an event held at the Facility becomes loud or boisterous, the Pastor of the Parish reserves the right to terminate the function immediately without prior warning. If necessary, the Parish is empowered to engage the assistance of law enforcement to assist in causing the event to end and to require those present to vacate the Facility and leave the Parish’s property.
  - F. The Facility User must designate a responsible adult of more than 21 years of age to be present during the time the Facility is being used by the Facility User, and adequate adult supervision, as well as security personnel in appropriate circumstances (such as, by way of example only, a teen dance or party), must be provided when persons under the age of 21 use the Facility.
  - G. If the Facility User causes or allows the Facility to be damaged or fails to leave the Facility in the required condition, the Parish shall be entitled to take any actions necessary to repair any damage and return the Facility to the required condition and to recover from the Facility User all costs incurred in connection with doing so.
  
2. **INSURANCE REQUIRED:** The Facility User shall provide to the Parish a certificate of insurance documenting the existence of commercial general liability coverage in the minimum amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate covering all use by Facility User of the Facility. The Parish and Bishop of Charleston, a Corporation Sole, DBA the Catholic Diocese of Charleston, 901 Orange Grove Road, Charleston, SC 29407 shall be named as additional insureds under such policy. It is not sufficient to simply obtain a certificate of insurance that names the Parish as a “certificate holder.” In addition, an endorsement to the Facility User’s liability insurance policy evidencing the above-required additional insured status must be provided to the Parish. Provided, however, in lieu of a Facility User obtaining and providing evidence of the above-required commercial general liability insurance, either the Parish or an Unaffiliated Organization would be eligible to purchase “special events” liability coverage through the Parish via Catholic Mutual Group. This coverage is generally intended for individual events lasting no longer than 3 days, rather than for recurring use of the Parish facilities. Any questions regarding the “special events coverage”, obtaining the guidelines for use or requesting an application can be directed to Eric Meister at Catholic Mutual ([emeister@catholicmutual.org](mailto:emeister@catholicmutual.org), 843-261-0472). Facility User’s liability insurance coverage shall be primary and there will be no waiver of subrogation by Parish and the Diocese.

### 3. DEFAULT AND TERMINATION:

- A. The provisions of this Agreement and any and any other rules established by the Parish must be honored at all times by all persons using the Facility. Failure of the Facility User or anyone allowed by the Facility User in the Facility to abide by the terms of this Agreement, including the Usage Policy and the Rules shall constitute a default under this Agreement. In the event that the Facility User is in default, the Parish shall have the right to immediately terminate this Agreement. Upon termination, the Parish shall be entitled to immediate possession of the Facility and the Parish shall be entitled to immediately remove the Facility User and others from possession of the Facility.
- B. The Parish also shall have the right to terminate this Agreement at its discretion, with or without cause, by giving the Facility User at least 30 days written notice of such termination. Failure of the Facility User to vacate the Facility on the date of such termination shall constitute a default under this Agreement.
- C. Should the Parish find it necessary to take legal action to enforce the Facility User's obligations under this Agreement, the Facility User agrees to be responsible for reimbursing the Parish for all costs in connection with same, including but not limited to reasonable attorneys' fees.
- D. **RELEASE, HOLD HARMLESS AND INDEMNITY:** The Facility User, on behalf of itself, its members, participants, agents, family members, officers, volunteers, partners, invitees and/or associates: (1) agrees to defend, protect, indemnify and hold harmless the Parish and its members, agents, officers, employees, clergy, volunteers and/or affiliates (the "Released Parties"), with respect to any and all injury, disability, death and/or loss and/or damage to person and/or property occurring during or arising out of the Facility User's use of the Facility, **WHETHER CAUSED BY THE NEGLIGENCE OF THIRD PARTIES, THE RELEASED PARTIES OR OTHERWISE**, except that which is the result of gross negligence of the Released Parties; (2) waives any and all duty of the Parish to warn and/or protect the Facility User of any and all dangers, whether hidden, open, obvious or otherwise, whether or not Parish knows of, has reason to know of, and/or could reasonably discover, such dangers; and (3) knowingly and freely assumes all risks of using the above-designated Facility, **BOTH KNOWN AND UNKNOWN**, and assumes full responsibility for the usage of the Facility and the participation of the Facility User and its members, participants, agents, family members, officers, volunteers, partners, invitees and/or associates in any and all activities conducted in, on or around the Facility.

### 4. MISCELLANEOUS:

- A. If any provision of this Agreement is held invalid, it is agreed that the balance thereof shall remain binding against the parties, and shall remain in full legal force and effect.
- B. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
- C. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by both parties.
- D. **FACILITY USER HAS READ THIS FACILITY USAGE AND INDEMNITY AGREEMENT AND THE ATTACHED FACILITIES USAGE POLICY AND ANY OTHER APPLICABLE RULES PROVIDED TO IT, WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT, AND FULLY UNDERSTANDING ITS TERMS, FREELY AND VOLUNTARILY SIGNS AND AGREES TO BE BOUND HEREBY. THIS AGREEMENT IS SUBJECT TO THE ACCEPTANCE BY THE PARISH AND IS NOT BINDING AND EFFECTIVE UNTIL SIGNED BY THE PASTOR OF THE PARISH.**

**NAME OF FACILITY USER:** \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Agent of Facility User

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**PARISH:** \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Pastor

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date