

LEVEL 3 Facilities Use Agreement and Release of Claims

Date(s) & Time(s) of Activity	
Description of Activities:	

The undersigned person(s) and/or group(s) [referred to as "User"] request permission to make use of the facilities at Holy Family Church, Seymour, Tennessee [referred to as "the Church"] for the intended purpose described above.

In consideration of "permissive entry" to the facilities and premises, the undersigned to this Agreement, their personal representative, heirs and assigns, **do hereby agree to comply with the following conditions and requirements** regarding the use of the Church's property and Facilities:

CONDUCT

User is solely responsible for the conduct and actions of its guests, attendees, participants, agents, servants, contractors, and volunteers while on the premises of Holy Family Church and using the Church's facilities.

ACTIVITIES

User shall only use the Church's facilities for the date(s), time(s), and activities described above. Any use of Church facilities by User outside of these parameters is not permitted.

USER'S LIABILITY / INDEMNIFICATION

User shall be responsible for the supervision and control of its event attendees, representatives, invited guests, uninvited guests, agents, and/or contractors at their scheduled event, and their activities on the Church premises. User agrees to indemnify and hold harmless, assume liability for and defend, Holy Family Church and the Diocese of Knoxville and its officers, employees, agents, and volunteers, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of User, in connection with User's operations, activities, occupancy, or use of the Church premises. Holy Family Church may, at its discretion, require User to furnish a Certificate of Insurance. Such insurance shall designate "Holy Family Church and the Diocese of Knoxville, its officers, employees, agents, and volunteers" as an additional insured under the policy. Such policy shall be issued with a minimum "A-" AM Best rating, and signed by an authorized agent, as evidence of User's financial ability to meet its obligation under this section.

User hereby agrees to indemnify, defend and hold harmless Holy Family Church and the Diocese of Knoxville, its officers, officials, employees, agents, and volunteers from and against all claims, injuries, damages, losses, expenses, and penalties that may arise during or be caused in any way by such occupancy or use of facilities. User agrees to protect and save harmless Holy Family Church and the Diocese of Knoxville, its officers, officials, employees, agents, and volunteers from and against any and all claims, injuries, damages, losses, expenses, and penalties, which may accrue as a result of User's failure to comply with this requirement.

INSURANCE

The following clauses regarding insurance are applicable to this Agreement only if checked:

- Holy Family Church **does not require User to obtain insurance** to cover its use of the Church facilities for the purpose described above.
- Holy Family Church **requires User to obtain insurance** to cover User's use of the Church facilities for purpose described above. A Certificate of Insurance must be filed with Holy Family Church prior to the use the facility. User shall provide a Certificate of Insurance evidencing general liability insurance is currently in force with limits not less that \$1 million per occurrence. An additional liquor insurance policy must be obtained and presented for the use of alcohol. The Certificate of Insurance must provide that Holy Family Church will be given at least ten (10) days advance written notice in the event of cancellation or material change in coverage. Additionally, User shall provide an endorsement naming owner, its officers, officials, employees, and volunteers as additional insured. The insurance company must have an AM Best Rating of "A-" or better. Holy Family Church requires that original certificates and endorsements be presented before the approval of the Facility Use Agreement.

ALCOHOLIC BEVERAGES

If alcoholic beverages are served by User for its event on Church premises, then User agrees to the all of the following conditions:

- The serving and use of alcoholic beverages must conform to all state and local laws.
- Alcoholic beverages are only allowed to be served only under strict adult supervision.
- No alcoholic beverages are to be served to a minor under any circumstances.
- No alcoholic beverages are to be served to any person who is intoxicated (as defined by state and local laws).
- Alcoholic beverages permitted to be served on Church premises are limited to beer, wine, and champagne only.
- Non-alcoholic beverages must also be provided when alcoholic beverages are served.
- The alcoholic beverages served must be part of a planned food and beverage program for User's event, rather than a program serving alcoholic beverages only. The serving of alcoholic beverages can not be the sole purpose of User's event.
- Alcoholic beverage consumption is restricted to areas designated and as stated in this Agreement.
- Alcoholic beverages may not be taken into the restrooms or outside of the building.
- User shall designate responsible adult servers who have been instructed of the liability of serving alcoholic beverages and the laws and regulations applicable to serving alcohol. Only those designated adults shall serve alcoholic beverages at User's event.
- The alcoholic beverages shall solely be supplied by User and under User's control.
- User shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage on Church property.
- User shall assume full responsibility to ensure that no one who is intoxicated as defined under state and local laws is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage on Church property
- If required by the Church, User must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the Church, but in no case less than \$500,000 minimum coverage per occurrence. Such insurance must list User (person/group), the caterer, Holy Family Church, and the Diocese of Knoxville as additional insureds, and the proof of insurance must be in the form a formal endorsement to the policy evidencing the coverage and the required additional insureds.

OCCUPANCY LIMITS

User shall comply with the facility occupancy limits as set forth by the Fire Marshall as follows:

Building/Room	Maximum Occupancy (# of Persons)
Family Life Center:	
Great Hall	
Kitchen	
Conference Room	
Small Classroom	
Large Classroom	
Main Church Building:	
Sanctuary	
Gathering Space	
Choir Loft	
Main Area	
Kitchenette	
Kindergarten/Nursery	
Small Classroom	
High School (Youth) Classroom	

INGRESS/EGRESS NOT OBSTRUCTED

All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to utilities of the premises must be kept unobstructed by User and must not be used by User for any purpose other than ingress to or egress from the premises.

USE OF CHURCH EQUIPMENT AND FACILITIES

1. User agrees to be responsible for all damages to buildings, grounds, facilities, furniture, appliances, kitchen wares, and equipment incident to its use of Church Property. User shall make no temporary or permanent modifications to Church Property.
2. User agrees to use and occupy Church Facilities and Property in accordance with all Church policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including, but not limited to, fire codes.
3. User agrees and understands that participation in activities described above involves danger and risk of injury. The inherent danger is understood and voluntarily assumed by User and its guests, attendees, participants, and servants/contractors.
4. User is responsible for providing all necessary and appropriate safety instruction to guests, participants, attendees, and servants/contractors at User's event. User is responsible for any and all injuries, losses, and/or damages to persons, buildings, grounds, facilities, furniture, appliances, kitchen wares, and equipment caused by participants, guests, attendees, and servants/contractors.
5. Any property left on Church Premises shall, after a period of seven (7) days from the last day of the scheduled use, be deemed abandoned and shall become property of Holy Family Church to be disposed of or utilized at its sole discretion.

NONASSIGNMENT

This agreement is personal and User shall not assign this agreement nor allow any other person, group or entity to use the Church Facilities or Property during the scheduled dates(s) and time(s).

FORCE MAJEURE

If the Church Facility is rendered unsuitable for the conduct of User's activity by reason of force majeure, Holy Family Church and User are released from their obligations under this Agreement. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of Holy Family Church.

CANCELLATION AND TERMINATION

Holy Family Church reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the Church if for any reason, within the independent and sole discretion of the Church, there is or will be, any violation of this Agreement, of any rule regarding the use of the Church Facilities, any obligation of User hereunder, or for any other reason based on health and safety concerns of the Church or its officials.

APPLICABLE STATE LAW AND COMPLIANCE

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. User agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

WHOLE AGREEMENT

This writing contains the whole and complete agreement between Holy Family Church and User.

SEVERABILITY

The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

By signing below, User explicitly affirms that User:

- 1. has read this document and understands that it is a release of all claims against Holy Family Church and the Diocese of Knoxville,**
- 2. agrees to assume all risk inherent in the activities as described above, and**
- 3. voluntarily signs the Agreement evidencing its acceptance of these provisions.**

The undersigned certifies that they are authorized to sign this Agreement on behalf of User and Holy Family Church, respectively, and that User and Holy Family Church acknowledge and accept the terms and conditions herein and attached hereto.

USER
Organization's Name:
Signature of Authorized Representative: X
Printed Name of Authorized Representative:
POSITION/TITLE (if applicable):
DATE:

HOLY FAMILY CATHOLIC CHURCH SEYMOUR, TENNESSEE
Signature of Authorized Parish Representative: X
Printed Name of Authorized Parish Representative:
POSITION/TITLE:
DATE: