

The Catholic Community of Saint Francis of Assisi
North Carolina Wake County

AGREEMENT FOR USE OF PARISH FACILITIES

This Agreement, made this ____ Day of _____, 20____, between
The Catholic Community of Saint Francis of Assisi and _____.
("Parish") ("Licensee")

WITNESSETH:

Whereas, the Parish is the beneficial owner of certain property known as St Francis of Assisi Facilities ("Property"); and

Whereas, the Licensee has requested the use of a portion of the Property as described below;

Now, Therefore, for and in consideration of the premises and the terms and conditions set forth herein, the Parish and Licensee do hereby agree as follows:

1. The Parish hereby grants the Licensee permission to use the _____ ("Facilities") from the ____ day of _____, 20____, to and including the ____ day of _____, 20____. During this period, the Licensee shall be permitted to use the Facilities between the hours of _____ and _____ or as mutually agreed with the Parish Director of Facilities. The Licensee shall use the Facilities only for the purpose of _____. The permission granted herein is restricted to the Facilities only, and all other areas in the building and grounds encompassing the Property are excluded from use without the expressed approval of the Parish Director of Facilities.
2. During the term of Licensee's use, the Licensee shall pay the Parish the sum of \$_____ per month/year/event. Such amount shall be payable in advance on or before the first day of each month/year/event.
3. The Licensee shall not make any improvements to the Facilities without prior approval of the Parish. The Parish shall have the right to make any improvements to the Property that it deems necessary or desirable without violating the terms of this agreement.
4. The Licensee shall insure that all persons using the Facilities under this license shall exercise good behavior so as not to disturb the surrounding neighborhood and Facilities, or cause damage to the property.

5. The Licensee agrees to take full responsibility for the care, protection and supervision of any minor children associated with or participating in programs or events sponsored by the licensee. This responsibility is in effect at all times minors are on the Property of the Parish.
6. Release and Damages:
 - a. Licensee agrees to protect, indemnify and save harmless the Roman Catholic Diocese of Raleigh, North Carolina and the Parish and their officials and employees from and against all claims, demands and causes of action, in favor of Licensee's employees or third parties on account of personal injuries, emotional distress, illness, disease, or death or on account of property damages arising out of Licensee's use and occupancy of the Property.
 - b. Licensee agrees to leave the Facilities in as good order and condition as when received by Licensee, reasonable wear and tear excepted. Any damages to Property as determined by the Parish will be repaired by the Parish or the Licensee and paid for in full by the Licensee.
7. Licensee accepts the Facilities "as is", acknowledges that it is thoroughly familiar with the condition of the Facilities and that the Parish has made no representations as to the condition of the Facilities.
8. Any special conditions on the use of the Facilities by the Licensee in addition to those stated herein are included as Exhibit "A" attached hereto.
9. Licensee shall not assign this agreement or sublet any part of the Facilities.
10. It is understood and agreed that either the Parish or Licensee shall have the right to terminate this agreement at any time by giving written notice to the other party of the termination.
11. This agreement constitutes the entire understanding pf the parties.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate originals, one of which is retained by each of the parties.

Parish: _____ Licensee: _____

By: _____ By: _____

Title: _____ Title: _____