

FACILITY USE AGREEMENT

St. John the Evangelist Catholic Church
15208 Highway 73
Prairieville, LA 70769
(225) 673-8307

This Facility Use Agreement ("**Agreement**") is entered into as of the date(s) set forth on the signature page hereto, by and between The Congregation of St. John the Evangelist Roman Catholic Church, a Louisiana non-profit religious corporation ("**Church**"), and the undersigned User ("**User**"), for the temporary use of the Facility (as defined below) on the dates and at the times set forth below.

1. Church hereby grants to User, on the terms and conditions set forth in this Agreement, a temporary, non-exclusive, revocable license and right of use of the following facilities located at the Church's property (collectively the "**Facility**") (the below should describe the areas where User is granted access):

FACILITY: _____

2. User shall use the Facility solely for the following purposes (the "**Permitted Use**") and for no other purpose (the below should include the specific use – (Wedding reception or 50th anniversary celebration):

PURPOSE: _____

3. Dates & Times of User's access to and use of the Facility for the Permitted Use shall be as follows (the below should include all times for early access for set-up and post-event access for clean-up and removal):

Date(s): _____
Time(s): _____

User shall use and occupy the Facility as a prudent administrator and in a safe and careful manner at all times, and immediately upon the expiration of each time period set forth above, shall return the Facility to Church in the same condition as received by User.

4. In consideration for use granted herein, User agrees to pay to Church the charges, fees, deposits and other amounts set forth on the fee schedule attached hereto as Exhibit A.
5. Notwithstanding the provision of an on-site manager or any other personnel or measures, Church does not assume any responsibility under the terms and conditions of this Agreement for security to User or to any third parties who are in any way related to or connected with User or any activity or

event conducted by User at the Facility (“**User-Related Parties**”). Further, **User expressly assumes the obligation of providing and maintaining, at its sole cost, its own security services, and taking all necessary steps deemed prudent by User to provide adequate security to User and all User-Related Parties.** Church does not represent or warrant that the Facility is free from independent criminal acts.

6. User represents and warrants that it has inspected and accepts the Facility, including all of its improvements, in their present state and without any representation or warranty whatsoever by Church as to the condition thereof. User acknowledges that Church will be deemed to have delivered possession of the Facility to User in its “as is” present condition, with no warranties of any kind concerning the condition or character of the Facility, including without limitation any warranty as to: (i) the absence of latent or apparent defects in the Facility; (ii) the compliance of the Facility with any applicable federal, state or local codes for health, safety, or accessibility, including but not limited to, the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Louisiana Department of Environmental Quality and all other federal, state and local regulatory agencies; (iii) the absence of any mold or similar health hazards in the Facility; and (iv) the suitability or fitness of the Facility for the conduct of the Permitted Use or for any other purpose. User has had the opportunity to conduct such investigation and study of the Facility as it deems necessary for the Permitted Use under this Agreement, and as such, User waives its right to object to: (x) the physical characteristics of the Facility; (y) the Facility’s compliance with legal requirements; and (z) any and all existing conditions. User has inspected and assumes responsibility for the condition of the Facility and releases Church from liability for any and all injuries caused by any defect therein to the full extent allowed by the provisions of LA R.S. 9:3221.
7. User covenants and agrees that no part of the Facility shall be used at any time for a purpose that contradicts the teachings or beliefs of The Roman Catholic Church. Further, User agrees that it will abide by all policies of Church and The Roman Catholic Church of the Diocese of Baton Rouge (the “**Diocese**”), and it will cause its guests to do so, at all times while on the Church’s campus. User and all User-Related Parties shall use the Facility in strict accordance with all applicable laws, statutes, rules and regulations, and all rules, regulations, policies and procedures from time to time enacted or maintained by Church for the use of the Facility or Church’s facilities generally including, but not limited to, those Church policies and regulations set forth on Exhibit B and Exhibit D, attached hereto.
8. User will ensure that no tobacco, weapons or controlled substances will be allowed, sold, distributed or used by anyone on the Church’s campus or at the Facility during or in connection with its use by any User-Related Party. **If alcohol is served at any event, User shall (i) obtain and provide Church with evidence that all licenses and permits have been obtained by User in order to serve alcohol in connection with the Permitted Use, (ii) at all times abide by all federal, state and local laws, rules and ordinances with respect to the possession, sale or distribution of alcohol, and (iii) obtain separate liquor liability insurance by selecting such coverage as part of the special events coverage referenced in Section 12 below. Any alcohol sold or distributed as part of the Permitted Use must be served by User or other properly licensed and permitted individuals, and in no event shall User allow any bring-your-own-bottle (BYOB) or bring-your-own-liquor (BYOL) for any event held in the Facility.**

9. User agrees to pay promptly upon request for any and all damages caused to the Facility and/or personal property of Church used by it or any other User-Related Party in connection with or in any way related to the rights granted to User under this Agreement.
10. User agrees to provide adequate and necessary medical emergency staff in connection with its use of the Facility if applicable.
11. To the fullest extent permitted by law, neither Church nor the Diocese shall be responsible for damages caused by any defects in the Facility or the consequences thereof. Neither Church nor Diocese shall be liable for any damage to property or injury or death to person sustained by User or its employees, contractors, sub-contractors, guests or invitees or any other person(s), and all such liability is expressly assumed by User. User agrees to defend, indemnify, and hold harmless Church and the Diocese, and its/their respective members, directors, officers, clergy, administrators, officials, employees, representatives, agents, members, participants, successors and assigns, and their related entities (each a **"Church Party"** and collectively, the **"Church Parties"**) from and against any and all claims, causes of action, controversies, lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, including without limitation, attorneys' and other professional fees and expenses (collectively, **"Claims"**), which arise out of or are in any way related to User's use of the Facility including, but not limited to, any Claims alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising out of (a) User's use of the Facility, (b) the acts, negligence, intentional acts, fault or willful misconduct of User, its employees, agents, invitees, visitors, organizational members or contracting parties, (c) premises liability and/or defects in the Facility, and/or (d) User's performance of and/or failure to perform its obligations under this Agreement. USER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH CHURCH PARTY FOR THEIR NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.
12. Insurance Requirements:
 - a. User shall at all times during the Permitted Use, carry and maintain at its own cost and expense one or more policies of comprehensive general liability insurance against all claims for personal injury or injuries, including death, and property damage occurring in, on, or about the Facility (to include liquor liability coverage, if alcohol is to be served as part of the Permitted Use), such insurance to afford protection to the limits of not less than \$2,000,000.00 dollars combined single limit, per occurrence, and \$2,000,000.00 dollars aggregate, in respect to injury to persons (including death), and in respect to property damage or destruction, including loss of use thereof. All such policies of insurance shall name (i) Church, and (ii) The Roman Catholic Church of the Diocese of Baton Rouge, each as additional insureds, not merely as certificate holders, and such policy or policies shall be endorsed as such. All such insurance shall be procured from an insurance company or companies satisfactory to Church and authorized to do business in the State of Louisiana. All such policies (a) shall provide that the same may not be cancelled or altered except upon at least thirty (30) days prior written notice to Church, (b) shall be primary to any insurance of Church and the Diocese, (c) must not require waivers of

subrogation of any kind by Church or the Diocese. User shall promptly (and, in any event, no less than five (5) business days prior to the first day of User's use of the Facility as set forth in Section 3 above) provide Church and the Diocese with current Certificates of Insurance evidencing all coverages required hereunder. Church makes no representation that the foregoing limits of liability required to be carried by User under the terms of this Agreement are adequate to protect User against User's undertaking under this Agreement, and in the event User believes that any such insurance coverage called for hereunder is insufficient, User shall provide, at its own expense, such additional insurance as User deems adequate. User shall meet and comply with, at all times, all requirements or conditions for the above-referenced insurance policies and ensure that they will be primary in the event of a covered claim or cause of action against Church, the Diocese, or any other Church Party.

- b. In lieu of complying with subsection (a) above, User may utilize existing special events coverage through the Diocese. Information regarding the required special events coverage, and the application process and fee(s) for utilizing such coverage, are set forth in Exhibit C attached hereto. If User elects to utilize the above-referenced special events insurance coverage, User shall meet and comply with, at all times, all requirements or conditions for such coverage.
13. User hereby agrees that no Church Party shall be liable for any accident, injury or theft, including but not limited to accident, injury or theft of vehicle or vehicle contents, suffered by User and/or its business and/or that of its employees, representatives, contractors, subcontractors, agents, actors, invitees, and parties in privity therewith and, further, that no Church Party shall be liable for any damage to the property of User, its employees, representatives, contractors, subcontractors, agents, actors, invitees and parties in privity therewith, including but not limited to – and which is specifically acknowledged by User – any accident or theft caused by the negligence or strict liability of any Church Party and/or from the physical condition of the Facility, but excluding any damage caused by the intentional misconduct or gross negligence of such Church Party.
14. Church may terminate this Agreement (i) immediately upon notice to User in the event User breaches any term or provision hereof, or (ii) without cause upon five (5) days' advance written notice to User.
15. User shall be fully responsible for implementing and maintaining standards of conduct and preventative measures to reduce the spread of the COVID-19 virus in connection with User's use of the Facility, including (without limitation) following all federal, state and local guidelines, executive orders, laws, rules and regulations relating to COVID-19. User freely assumes all risks associated with the COVID-19 virus, both known and unknown, even if arising from the actual or alleged negligence of Church Parties or others, and hereby assumes full responsibility for all such risks in connection with User's use of the Facility. User hereby agrees to release, indemnify and hold harmless each Church Party from all claims, damages, injuries (including personal injury, illness, permanent disability and even death), liabilities, obligations, costs (including without limitation reasonable attorneys' fees and court costs), and causes of action arising out of or in any way relating to User's use of the Facility.

16. User shall not have the right to license, sublicense, lease, or sublease the Facility or any part thereof or to assign any or all of its rights hereunder without Church's prior written consent in its sole discretion. Any license, sublicense, lease, sublease, or assignment to which Church has not consented or that is otherwise not in accordance with the provisions of this Agreement shall be void, and will, at Church's option, constitute a default hereunder.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, electronic .pdf and facsimile copies hereof and electronic .pdf and facsimile signatures hereof shall be authorized and deemed effective. This Agreement shall be deemed to have been drafted by Church, and in the event of a dispute, it shall not be construed against Church. The Diocese is an intended third-party beneficiary of this Agreement.
18. Notices required or permitted by this Agreement shall be directed (i) to Church at its address given at the top of the first page hereof and (ii) to User at User's address indicated below User's signature hereto.
19. User acknowledges the content of all exhibits attached hereto and agrees to abide by all regulations set forth in each exhibit.

THUS DONE AND SIGNED, effective as of the date first-stated above.

CHURCH: The Congregation of St. John the Evangelist Roman Catholic Church

Sign Here: _____
Name: _____
Title: _____
Date: _____

USER:

Sign Here: _____
Print Name: _____
Date: _____

Address: _____

Phone: _____
E-mail: _____

EXHIBIT A

Fee Schedule

I. FEE SCHEDULE FOR ACTIVITY CENTER:

Rental of the Activity Center for wedding receptions and 50th anniversary celebrations.....\$2,500.00

To reserve the Center, a deposit of \$200.00 is required before the reservation is made. This \$200.00 will be applied to the rental of the Center, but not refunded should the reservation be canceled. When picking up the key to the Center, the balance of the rent will be due together with a **Glitter and Security Deposit** of \$1,500.00 for parishioners (paid in cash). Upon inspection of the Center, if all requirements of the lease have been met, the deposit of \$1,500.00 will be refunded; however, if there are any damages to the Center, the deposit shall be applied towards the cost of repairing the damages. Should said damages exceed the amount of the deposit, the lessee will be responsible for paying the difference. **In addition, if glitter is used anywhere on campus, your deposit will be forfeited.**

The rental fees above are for the use of the Center for four (4) hours. Any use over four (4) hours will be at a cost of \$200.00 per additional hour or fraction thereof. A period of three (3) hours of preparation time will be permitted before the scheduled event for the center.

II. Cleaning Fee options:

General cleaning.....\$ 625.00

General third party cleaning includes Wipe down all tables and chairs and stack in storage room, clean off stage area, sweep and mop all floors, sanitize restrooms, sanitize kitchen area including wiping down all countertops, sinks, floors, and removing all trash from the building and placing it in outside dumpsters.
(does not include debris removal from tables)

Whole Package option.....\$ 850.00

Includes all general cleaning scope and additionally includes cleaning all debris from tables, and removing all trash from the building and placing it in outside dumpsters.

EXHIBIT B

Policies and Regulations

ST. JOHN THE EVANGELIST CHURCH POLICIES FOR RENTAL OF PARISH FACILITIES

1. The facilities of St. John the Evangelist Church are used primarily to carry out the mission of the Church. Use of these facilities is subject to policies of the parish and approval of the Pastor.
2. Priority is given in use of the facilities to the programs or activities of St. John the Evangelist Parish. Use by others cannot impede, inconvenience, or alter in any way the normal parish schedule of events.
3. Rental of the facilities at St. John the Evangelist Church is limited **for registered parishioners** only. Non-parishioners and groups not affiliated with St. John the Evangelist Church Parish are prohibited from using parish facilities. Final authority on the use of these facilities lies with the Pastor of St. John the Evangelist Church.
4. Those using the facilities are required to sign and abide by the rental agreement and all its provisions set forth in said document as well as any and all attachments thereto.
5. **Under no circumstances whatsoever shall a wedding ceremony be performed in any parish facility other than the church.**
6. **The Lessee must purchase special events coverage.**
 - If purchasing special events coverage from the diocese, the cost for coverage is \$150.00 per event.**
 - If alcohol is going to be served at your event, you must send a copy of the caterer's alcohol permit or a permitted individual's bartender license.**

Please note: This is due one month before the scheduled event.

EXHIBIT C

Special Events Coverage

If User elects to utilize the Diocese's special events coverage pursuant to Section 12(b) of this Agreement, User must complete the attached Diocese of Baton Rouge Application for Special Events Coverage (Liquor Liability Included) form in full and must include the following information: meeting rooms are not included in the rental.

1. Name of Parish or Institution – Please include the name and street address of the church parish or school where the event will be held.
2. Lessee Information (additional insured) – Please include the name of the individual(s) or organization holding the non-parish/non-school sponsored event.
3. Lessee (additional insured) Contact Person – Please indicate the name, address, and telephone number of the person primarily responsible for the activity.
4. Type of Activity – Please provide a brief but specific description of the activity including the date, time, approximate number of participants, and whether or not food and/or liquor is being served.
5. Once the application is completed, the Owner (on behalf of the User) must submit the completed form to vmedina@diobr.org as indicated on the application. Note that the Owner will be billed for the cost of coverage; if User is to bear this cost, please note that checks should be made payable to the Owner.

The application should be submitted at least 15 business days prior to an event.

EXHIBIT D

REGULATIONS APPLYING TO ALL RENTALS

1. **BEFORE ANY KEYS ARE PICKED UP**, all fees must be paid and the rental agreement signed.
 2. Only the parish bookkeeper/secretary or a designated employee may book a reservation for the parish facilities and only during regular office hours. (Facilities cannot be booked during the weekend.)
 3. Any parish gathering (spiritual, organization meeting) will always have priority in use of the facilities over a non-parish gathering. The contact person will be notified in the event of this happening. EXCEPTION: Wedding receptions will not be bumped.
 4. If a facility is reserved for a function during a weekend, the key should be picked up no later than 12:00 noon on Friday. The key must be picked up during the regular office hours and **returned** to the office **immediately** after the event is over. If the office is **closed**, the key **must** be left in the overnight "key drop" slot on the side of the office.
 5. Rental of Parish Facilities and reservations can only be made by someone 21 years of age or older. This person must fill out an application for the use of the facility and will be held responsible for the facility key and the facility itself.
 6. SMOKING AND VAPING are not allowed in any Parish facility. Smoking and vaping are allowed outside, but there shall not be any smoking or vaping within 25 feet of any entrance!
 7. Use of pianos is not part of the rental.
 8. The ice machine is available for use by those who rent the Activity Center.
 9. No type of drink (punch, Kool-Aid, etc.) containing red food coloring is allowed.
 10. Tablecloths are not supplied.
 11. Absolutely no rice may be thrown in or around any parish facility.
 12. **The use of glitter is strictly prohibited on the premises. Glitter is not to be used on any clothing, decorations, signs, etc.**
 13. No bird seed may be thrown *inside* the Activity Center; *outside* the Center is permissible.
 14. After using the facility, lessee should remove all personal belongings. The facility should be cleaned up insofar as all tables, chairs, trash, etc. Trash should be placed in the dumpster. No food, drink, etc. should be left in sinks, bathrooms, or on countertops. Chairs and tables must be wiped clean and replaced in proper storage areas. If the stove is used, it must be properly cleaned and gas turned off after use.
- SHOULD CLEAN-UP REQUIREMENTS **NOT** BE MET, DEPOSIT MAY BE RETAINED. This will be left to the discretion of the church.
15. Air conditioner/heat must be turned off after the event is over. A/C thermostat shall not be set below 68°.
 16. All doors must be locked and keys turned in upon leaving the facility.
 17. For the Activity center rental, the kitchen and main body are included in the rental. The St. John and St. Francis meeting rooms are not included in the rental.



The Roman Catholic Diocese of
BATON ROUGE
RISK MANAGEMENT

DIOCESE OF BATON ROUGE
APPLICATION FOR SPECIAL EVENTS COVERAGE

(liquor Liability Included)

Cost of Coverage: \$150 Per Event

Name of Parish or Institution:

Street (Physical) Address (NO P.O. BOXES):

City/State: _____ Zip Code: _____

Phone: _____

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

Name: _____

Street Address: _____

City/State: _____

Telephone: _____

Date of Event: _____

Type of Special Event (Example: wedding reception, anniv. party, etc. If it is a FUNDRAISER, be specific about what is occurring):

Time of Event: From _____ AM/PM To _____ AM/PM

Is this an overnight event?

Yes

No

Approx. Number of Participants: _____

Is Food being Served?

Yes

No

Is Liquor Being Served?

Yes

No

**COVERAGES DOES NOT APPLY TO CERTAIN
EVENTS, SUCH AS, BUT NOT LIMITED TO:**

- Any Carnival event or event with over 1000 attendees
- Inflatables, amusement rides, including mechanically. Operated devices, trampolines, and rebounding devices
- Fireworks & firework displays.
- Events involving "BYOB" (bring your own bottle)
- Events involving pool or lake activities.
- Events involving recreational vehicles.
- Rap/Hip-Hop/Alternative Music (non-religious bands)
- Events organized or operated by professional promoters/performers
- Organized sporting events, including tournaments or camps
- Events where a fee or admission is charged unless all proceeds go to charity
- Political Rallies

Email completed form to vmedina@diobr.org

Parishes or institution will be billed for this coverage

**If further coverage is need for a
Parish Fair or event that is excluded,
please contact Mr. Eric Raby, Risk
Manager of the Diocese, at
(225)242-0195 or eraby@diobr.org**

FACILITY RENTAL TRANSACTIONS

Facility Rented _____

☐ Non-Refundable Deposit Paid: _____

Payment Type (Cash/Check #) _____ Date: _____

☐ Event Insurance Paid: _____

Payment Type (Cash/Check #) _____ Date: _____

☐ Rental Balance Paid: _____

Payment Type (Cash/Check #) _____ Date: _____

☐ Security Deposit Paid (CASH ONLY): _____ Date: _____

☐ Security Deposit Picked Up By: _____ Date: _____

Cleaning option: Must be paid at least two weeks prior to the event.

Cannot be added on the day of the event.

General Cleaning Fee Paid: (cash/check#) _____ Date: _____

Whole Package Cleaning Fee Paid: (cash/check#) _____ Date: _____