

FACILITY USE AGREEMENT (“AGREEMENT”)

[INSERT PARISH ENTITY], A RHODE ISLAND NONPROFIT CORPORATION
 (“Parish”)

Terms and Conditions

Contracting Party

Pack/Troop/Crew/Ship: _____ (“Unit”) of _____ Council (“Local Council”) of Boy Scouts of America (“BSA” and, collectively with Unit and Local Council, “Contracting Party”)	
Contact Person:	Phone:
Mailing Address:	Alternate Contact Person:
City, State, Zip:	Alternate Phone:
Purpose of Event (defined below):	

Recurring Event Details (“Event”)

Frequency (weekly, monthly, etc.):	
Dates of Use:	Time of Use: From _____ To _____
Area of Parish to be used (the “Premises”):	
Estimated number of attendees: Youth (under 18): _____ Adults: _____	
Is Event open to the public? Y N	Is Event a fundraiser? Y N
Will food be served? Y N	Will alcohol be served? Y N Alcohol Not Permitted
Food Service Policy Reviewed _____ (Initials)	Alcohol Policy Reviewed _____ (initials)
Will Event be catered? Y N	Will alcohol be for sale? Y N (License required)
Caterer:	Will there be carnival rides, bounce houses, etc.? Y N
Will the kitchen be used? Y N	Will there be valet parking? Y N
Cleanup Policy Reviewed _____ (Initials)	Parking Policy Reviewed _____ (Initials)
Will there be decorations, sound equipment, lights, etc.? Y N	

Description of Event:
 Subject to the terms and conditions of this Agreement, Parish desires to grant Contracting Party a nonexclusive, revocable license to use a portion of the Premises to conduct, coordinate, implement, manage, and operate Unit meetings, Unit ceremonies, youth training, adult leader training, and related meetings, activities, and programs of the BSA. Notwithstanding anything to the contrary contained in this Agreement, no tenancy relationship exists between Contracting Party and Parish.

TERMS AND CONDITIONS CONTINUED

**** Please Read All Pages Carefully Before Signing ****

INDEMNIFICATION, WAIVER, AND RELEASE

CONTRACTING PARTY, INCLUDING ANY OF ITS RELATED OR UNRELATED ENTITIES, AGENTS, CONSULTANTS, CONTRACTORS, EMPLOYEES, DIRECTORS, GUESTS, INVITEES, MANAGERS, MEMBERS, OFFICERS, RETAINED PROFESSIONALS, YOUTH LEADERS, ADULT LEADERS, VISITORS, VOLUNTEERS, AND ANY OTHER REPRESENTATIVES, THAT MAY BE DIRECTLY OR INDIRECTLY AFFILIATED OR RELATED TO CONTRACTING PARTY (COLLECTIVELY, "INDEMNITOR"), HEREBY AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, AND DEFEND THE PARISH, INCLUDING THE SCHOOL OPERATED BY THE PARISH, IF ANY, AND THE OTHER DISTINCT CHARITABLE AND RELIGIOUS CORPORATIONS ORGANIZED AND EXISTING TO CONDUCT THE TEMPORAL AFFAIRS OF THE ROMAN CATHOLIC CHURCH WITHIN THE DIOCESE OF PROVIDENCE, AND ANY SUCCESSORS AND ASSIGNS, INCLUDING ANY OF THEIR AGENTS, CONSULTANTS, CONTRACTORS, EMPLOYEES, DIRECTORS, GUESTS, INVITEES, MANAGERS, MEMBERS, OFFICERS, RETAINED PROFESSIONALS, LEADERS, VOLUNTEERS, AND ANY OTHER REPRESENTATIVES, THAT MAY BE DIRECTLY OR INDIRECTLY AFFILIATED OR RELATED TO THE PARISH (COLLECTIVELY, "INDEMNITEE"), AND TO HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, COSTS, EXPENSES, OBLIGATIONS, ATTORNEY FEES, CLAIMS, DAMAGES, DEBTS, DEMANDS, SUITS, JUDGMENTS, LOSSES, OR LIABILITY WHATSOEVER, DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO, OUT OF, IN CONNECTION WITH, IN THE COURSE OF, OR INCIDENTAL TO THE EVENT AND/OR USE, OPERATION, MAINTENANCE, OR MANAGEMENT OF THE PREMISES BY INDEMNITOR, INCLUDING BUT NOT LIMITED TO, ANY ACT OR INACTION OF INDEMNITOR, ANY INJURIES TO PROPERTY OF INDEMNITEE, AND/OR ANY INJURY TO PERSONS (INCLUDING DEATH, COVID-19, OR ANY PANDEMIC, EPIDEMIC, PLAGUE, OR OTHER COMMUNICABLE DISEASE), REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE (COLLECTIVELY, "RELEASED CLAIMS"). FURTHER, INDEMNITOR HEREBY COVENANTS NOT TO SUE INDEMNITEE, AND FOREVER RELEASES, WAIVES, AND DISCHARGES EACH INDEMNITEE FROM ANY AND ALL COSTS, EXPENSES, OBLIGATIONS, ATTORNEY FEES, CAUSES OF ACTION, CLAIMS, DAMAGES, DEBTS, DEMANDS, SUITS, JUDGMENTS, LIABILITY, OR LOSSES WHATSOEVER, RELATED TO THE RELEASED CLAIMS. CONTRACTING PARTY ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARISH TO ENTER INTO AND ACCEPT THIS AGREEMENT AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND ALL APPLICABLE POLICIES AND PROCEDURES.

Signature of Contracting Party	Date	Signature of Parish Representative	Date

TERMS AND CONDITIONS FURTHER CONTINUED

For and in consideration of the mutual covenants, promises, and undertakings of the parties set forth by this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties further agree as follows:

1. Contracting Party agrees to pay a rental fee ("Rental Fee") of \$10.00, and Parish hereby grants Contracting Party a revocable, nonexclusive license to use and occupy the Premises, at Contracting Party's sole cost and expense. Contracting Party does not have permission to use any other portion of the Parish property. Contracting Party shall not assign any of its rights under this Agreement. Contracting Party agrees to vacate the Premises and related Parish facilities no later than the time indicated in this Agreement. Additional rental fees for use or occupancy of the Premises after this time, will be charged at the rate of \$ N/A per hour. Contracting Party agrees to make a deposit of \$ N/A ("Deposit") upon execution of this Agreement as security against any damages to the Premises. The Deposit is in addition to the Rental Fee. The Deposit is refundable within ten (10) business days after the Event and when all other fees due are paid in full. Contracting Party understands that the reservation of the Premises will not be finalized until the Rental Fee and the Deposit are received by the Parish business office.
2. Contracting Party agrees to notify the Parish of any cancellation at least 5 calendar days prior to the date of any scheduled Event pursuant to the terms of this Agreement. Failure to notify of cancellation will be grounds for forfeiture of the Deposit or Rental Fee.
3. The Parish makes no express or implied warranties as to the Premises' condition. Contracting Party has inspected the Premises and accepts it **AS-IS CONDITION AND BASIS WITH ALL FAULTS**. Contracting Party assumes responsibility to maintain and protect the Premises and is responsible for any damage occasioned by the use for which Contracting Party has reserved the Premises or for any damage to its possessions or to the real or personal property of Parish. Contracting Party agrees not to permit decorations or other materials be placed on interior walls, ceilings, furniture, or windows by adhesive substance, tape, staples, nails, or thumb tacks. Contracting Party agrees not to permit the littering or vandalism of Parish facilities and grounds. Contracting Party must surrender the Premises in a clean condition and in as good a state of repair and condition as the Premises existed before the use.
4. Parish does not provide security for any of Contracting Party's Events or activities and assumes no responsibility for any lack thereof.
5. Contracting Party may not utilize any non-licensed third-party vendor or provider where a license is required under any applicable laws, ordinances, or governmental rules and regulations.
6. Contracting Party agrees that no alcohol will be provided or served at the Event without compliance with all state and local regulatory law. No smoking, illegal substances, or weapons of any kind will be allowed in the Premises or any other Parish facilities, including, but not limited to the parking areas. Contracting Party may not use, or permit the use of, the Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Premises or any improvements thereon or therein or any other Parish facilities. Contracting Party may not use, or permit use of, the Premises in any manner that results in waste or constitutes a nuisance or for any illegal purpose.
7. Contracting Party, at its sole cost and expense, will comply with, and will cause its officers, employees, agents, leaders, members, volunteers, guests, and invitees to comply with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises.
8. Contracting Party shall not use the Premises for any practice contrary to any teaching, canon law, principle, doctrine, law, or custom of the Roman Catholic Church as determined in the sole discretion of the then sitting Bishop of The Roman Catholic Diocese of Providence. Any violation of this provision will result in a cancellation of this Agreement with a forfeiture of any fees by Contracting Party.
9. Events where minors are involved or in attendance, Contracting Party shall have a formal safe environment program in place that meets The Roman Catholic Diocese of Providence's minimum standards. The Parish shall have the right, but not the obligation, to monitor and affirm compliance with Contracting Party's formal safe environment program. This Section 9 shall in no way intended to imply or assert that Contracting Party and / or the Event attendees are enrolled in the formal Safe Environment Program of The Roman Catholic Diocese of Providence, nor is there any assumption of liability by the Parish or any other distinct entity operating within the Roman Catholic Diocese of Providence, for the actions or inaction of Contracting Party or attendees of the Event in this regard, for which Contracting Party retains full responsibility in accordance with the above Indemnification, Waiver, and Release.
10. Parish property, including the Premises, is subject to many uses; therefore, Contracting Party acknowledges that this Agreement constitutes a license immediately revocable at the sole discretion of the Parish, that this Agreement does not create a lease, nor does it create any right to the possession of the Premises except as expressly provided in this Agreement, nor does it create any estate or interest in the Premises. Contracting Party acknowledges and agrees that any expenditure of money made in reliance upon this Agreement is done at Contracting Party's own peril and with the full and complete understanding that this Agreement was and remains terminable by the Parish. Contracting Party reserves the right to terminate the permission hereby given at any time without notice of such termination. Waiver by Parish of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof. On revocation, surrender, or other termination of the permission hereby given, Contracting Party shall surrender the Premises in as good condition as same were at the time of Contracting Party's first use of the Premises.
11. This is an Agreement for recurring Events, that will automatically expire on December 31st of the year indicated by the signature and last date on the second page of this Agreement. Any renewal of this Agreement must be re-executed and signed by each party on an annual basis.
12. Insurance Requirements: At least 15 days prior to occupying the Premises, Contracting Party shall provide Parish with a certificate of insurance evidencing Commercial General Liability insurance coverage with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Contracting Party shall also maintain a separate policy that provides coverage for Sexual Abuse and Molestation with limits not less than \$1,000,000 per occurrence. The certificates shall indicate an endorsement to the policy naming the Parish as an additional insured under policy, and that the coverage available to the Parish under the policy is primary over any other coverage available to the Parish. Further, if Contracting Party utilizes any third party for catering, food service, alcohol service (where allowed), or any other services, Contracting Party will require the third party to provide the Parish a certificate of insurance similarly listing the Parish as an additional insured and will furnish the Parish copies of all licenses and permits that may be required by the Rhode Island Department of Health or other applicable local or state regulatory agency.

13. Additional Provisions:

- a. Contracting Party agrees to:
 - i. Conduct any Event or program held on the Premises in a manner that is consistent with BSA rules, regulations, and policies, available at www.scouting.org/about/membership-standards/.
 - ii. Facilitate, provide, require, and track completion of Mandatory Youth Protection Training for all adult leaders, employees, staff members, and volunteers that will occupy or use the Premises pursuant to the Agreement, including, but not limited to, online training for leaders and youth, which is available at www.My.Scouting.org. As set forth in Section 9, Contracting Party acknowledges and agrees that it is solely and exclusively responsible for implementing any and all necessary safeguards, training, and/or safety programs to monitor and protect the safety and well-being of minor children and other persons while on the Premises;
 - iii. Maintain accurate and timely registration records of all its youth and adult leaders utilizing the Premises;
 - iv. Conduct criminal background checks on all registered and unregistered adult leaders using the Premises; and
 - v. Obtain and maintain records of any necessary consents from parents or legal guardians possessing legal authority over any minor involved or in attendance of any Event or program pursuant to this Agreement.
- b. Where applicable, Contracting Party agrees to submit supporting documentation and other material as requested by the Parish regarding continued and ongoing compliance with this Section 13.
- c. In accordance with the above Indemnification, Waiver, and Release, nothing herein shall be intended to imply or assert that there is any assumption of liability by the Parish or any other distinct entity operating within the Roman Catholic Diocese of Providence for the actions or inaction of Contracting Party, its adult leaders, employees, or attendees of an Event or program in this regard, for which Contracting Party retains full responsibility, under this Agreement.
- d. This Agreement may be executed in multiple counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart. The parties agree that facsimile and electronic signatures, whether digital or encrypted, by their respective signatures are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement. Each of the parties warrants and represents that the persons signing on their behalf have the right and power to enter into this Agreement and to bind them to the terms of this Agreement.

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