

**OUTSIDE USER AGREEMENT**

(PARISHES)

This Outside User Agreement (“Agreement”) is made as of the \_\_\_\_\_ day \_\_\_\_\_ by and between The Roman Catholic Archbishop of Los Angeles, a corporation sole on behalf and for the benefit of Church of the Incarnation in Glendale, California.

Owner agrees that the Facility may be used as set forth herein.

**User/Name of Agent:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Fax: \_\_\_\_\_

**Facility:** Incarnation Community Center

Address: 214 W. Fairview Avenue, Glendale, CA 91202

Attn: Tonie Casey, Director of Marketing/Special Events Coordinator

Phone: 818-281-5956

Fax: 818-244-5107

E-mail: communityctr@incaglendale.org

- **Portion of Facility to be Used:** \_\_\_\_\_
- **Date(s) and Time(s) of Use:** \_\_\_\_\_
- **Purpose of Use:** \_\_\_\_\_
- **Amount of Rent or Donation:** \_\_\_\_\_

**Other Provisions: See attached addendum by Church of the Incarnation.**

- **General Terms and Conditions of Use**

1. **Use.** User agrees to use the Facility as defined above for the use as specified above and for no other purpose without prior written consent of Owner, which consent may be withheld. User will not interfere with the daily operations of the parish in any manner. Ingress/egress to parish shall not be obstructed for regular daily parish activities.

2. **No Assignment.** User agrees not to assign any of its rights under this Agreement without prior written consent of Owner, which consent may be withheld.

3. **Compliance.** User agrees not to commit or suffer any of the following:

- a) Any waste or nuisance on the Facility;
- b) Any alteration of the Facility without the prior written consent of Owner which consent may be withheld;
- c) Any mechanic's lien to be filed against the Facility;
- d) Anything in conflict with any governmental law, rule or regulation affecting the Facility; and
- e) Anything in conflict with the policies and procedures of the Archdiocese of Los Angeles and any reasonable requests of Owner regarding the Facility.

4. **Indemnity.** To the fullest extent permitted by law, User shall indemnify, defend and hold harmless Facility and Owner, their agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to User's use or occupancy of the Facility or the performance by User of this Agreement or the breach of any term, warranty or representation expressed herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting there from, to the extent caused in whole or in part by any acts or omissions of User, its agents, employees, vendors, subcontractors, guests or invitees, and anyone for whose acts User may be liable, whether or not such claims are based upon the active or passive negligence of Owner, except that User shall not be required to indemnify Owner against a claim or loss arising from the sole negligence or willful misconduct of Owner. In case any action or proceeding is brought against Owner because of any such claim, User shall defend the same at User's expense by counsel reasonably satisfactory to Owner. User hereby assumes all risk of damage to property and injury to persons in, on or about the Facility arising from any cause and User hereby waives all claims in respect thereof against Owner.

5. **Insurance.** During the entire term of this Agreement, User, at its sole cost and expense, shall obtain and keep in force policies of general liability, and property damage insurance with a carrier admitted in the State of California, insuring User and The Roman Catholic Archbishop of Los Angeles, a corporation sole and Parish against any liability arising out of any act, omission, or alleged act or omission of User and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury, defamation and slander, and automobile liability. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) combined single limit. User shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. The Roman Catholic Archbishop of Los Angeles, a corporation sole and Parish shall be named additional insured under the general liability policy described above and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by User pursuant to this Agreement shall be primary to any other insurance available to The Roman Catholic Archbishop of Los Angeles, a corporation sole and any insurance available to Owner, shall be excess and noncontributing with respect to insurance required to be obtained by User. Certificates of Insurance and Additional Insured Endorsements are to be filed with the Owner prior to commencement of any work pursuant to this Agreement. All insurance obtained by User pursuant to this section shall not be cancelled or modified without providing Owner with thirty (30) days written notice.

6. **Standard Care.** User agrees to care for the Facility as if it were Users own property. User shall leave the Facility in a clear and orderly condition and shall repair any damage to the Facility caused by User or by any of User's invitees.

7. **Property Taxes.** The Facility is as of the date of this Agreement exempt from property taxes. In the event User's use of the Facility under this Agreement causes The Roman Catholic Archbishop of Los Angeles, a corporation sole to lose any part of its property tax exemption, User agrees to reimburse The Roman Catholic Archbishop of Los Angeles, a corporation sole because of any such loss of exemption.

8. **Attorney's Fees.** If either party shall bring an action or proceeding for damages for an alleged breach of any provision or this Agreement, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorney's fees and court costs.
9. **Jurisdiction.** In the event of a dispute or legal action between the Parties, jurisdiction shall be in California.
10. **As Is Condition.** Owner makes no representation that the Premises may be used for the purposes which User intends. User shall be solely responsible for determining that the Premises may be used for the purposes authorized by this Agreement, and for complying at its sole expense with all conditions and requirements of any governmental authority having jurisdiction over such use.
11. **Relationship with the Parties.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between Owner and User. User acknowledges and agrees that Owner shall have no responsibility for the conduct of User's employees, agents, representatives, officers, directors or other persons acting on behalf of or at the direction of User (collectively "User Parties") and that, as between Owner and User, User shall be solely responsible therefore. No agency relationship, whether express or implied, between Owner and User at any level shall be deemed to exist by virtue of this Agreement.
12. **Legal Compliance.** User shall be responsible for complying with all laws, ordinances and regulations governing User's conduct in the performance of this Agreement, including, but not limited to all laws, ordinances, background checks, fingerprinting requirements and regulations with respect to contact with minors, and permitting and licensing requirements. User shall indemnify and hold Owner harmless for any violation thereof.
13. **Integration.** This Agreement contains all of the agreements between the parties on the subject matter of this Agreement, and supersedes all prior understandings, correspondence or agreements of the parties with respect thereto. This Agreement may be amended but only in writing and only if signed by both parties.
14. **Remedies.** Notwithstanding the above, Owner, at its discretion, shall have the right to cancel and terminate this Agreement immediately and without notice upon violation of any term, covenant, condition or provision of this Agreement on the part of User. In addition, Owner shall have all the remedies which may be then provided to it by law.

IN WITNESS WHEREOF, this Agreement is entered between the parties as of the

\_\_\_\_\_ day of \_\_\_\_\_ .

**Name of Facility:** Incarnation Community Center

**Authorized Signature:** \_\_\_\_\_

**Name:** Tonie Casey **Title:** Director of Marketing/Special Events

**User:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Owner:** The Roman Catholic Archbishop of Los Angeles, a corporation sole

**Authorized Signature:** \_\_\_\_\_

**Name:** Michael T. Davitt **Title:** Director of Real Estate

Upon execution of this Outside User Agreement, a copy must be submitted by the Facility to the Real Estate Department of the Archdiocese of Los Angeles along with the required certificates of insurance.