

Short Term Facility Use Agreement¹

This Short Term Facility Use Agreement ("Agreement") is by and between the Roman Catholic Bishop of Manchester, a Corporation Sole d/b/a St. Patrick Parish (the "Location") and _____, a not-for profit organization (the "Sponsor").

The Location and Sponsor hereby agree as follows:

1. Event. The Location agrees to allow Sponsor to have the use of the facility described in this Agreement under the terms and conditions set forth below ("Event"):

Facility²: St. Patrick Parish Center ("Facility")

Date(s) and Hours of Use³: Date: _____ Hours of Use: _____

The Location grants Sponsor permission to use the Facility for the following purpose:

Estimated Number of Participants: _____

Alcohol Served? ☐ Yes⁴ ☐ No

2. Rental Charge. Sponsor shall pay to the Location the following Total Charge for the use of the Facility.

Use Fee	\$0.00
Tenant Users Liability insurance premium, if applicable	<u>\$0.00</u>
Total Charge	\$0.00

This sum, made payable to the Location, shall be paid as follows:

Deposit ⁵ , due upon execution of this Agreement	\$0.00
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Balance due, if any, is payable on _____	\$0.00
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In addition, the following Security Deposit, if any, shall be paid upon execution of this Agreement, as further described in Section 12:

Security Deposit	\$0.00
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3. Special Provisions: The Sponsor shall, as indicated:

☐ Provide a Participant Release and Waiver of Liability Agreement from each participant in the form required by the Location;⁶ and/or

☐ Comply with the COVID-19 Screening and Prevention Requirements described in Section 11.⁷

¹ This Agreement, or alternatively the Short Term Facility Use Agreement Amendment, is required for the rental of a Location facility for a period of seven or fewer consecutive days, including if renting for no charge or to another Location.

² Show all applicable facility name(s) and address(es).

³ Duration of use cannot be for more than seven (7) consecutive days. Multiple consecutive periods of up to one year are allowed for meeting type events (i.e. meetings on the first Thursday of the month). Multiple occurrences of all other event types require separate agreements for each consecutive period.

⁴ If Yes, Sponsor must also provide evidence of Host Liquor Liability insurance as required in Section 10.

⁵ Enter the amount of the Use Fee that is non-refundable. Any Tenant Users Liability insurance premium must be excluded from the Deposit.

⁶ Select unless participants are entitled to privacy protection (i.e. Alcoholics Anonymous, homeless program, health services, polling place, etc.).

⁷ Select if participants are entitled to privacy protection or if the Location will occupy the Facility at the same time as the Event.

Other special provisions (if applicable): _____.

4. Cancellation. If the Sponsor desires to cancel this Agreement, Sponsor shall give notice to the Location at least 14 days prior to the scheduled use. Upon receipt of such notice, the Location will return any monies paid. If Sponsor cancels within 14 days prior to the scheduled use, all fees, except for the Deposit identified in Section 2, will be returned to the Sponsor.

The Location may terminate or cancel this Agreement at any time without liability. If the Location deems it necessary to cancel this Agreement, all fees paid shall be returned to the Sponsor, and the Sponsor shall have no claim upon the Location.

5. Notices. All notices or other communications in connection with this Agreement shall be in writing to the person set forth below:

If to the Location:

Name: Adam D'Entremont
Address: 29 Spring St. Nashua, NH 03060
Email: associate@stpatricksnashua.org

If to the Sponsor:

Name: _____
Address: _____
Email: _____

6. Compliance. Sponsor shall comply with all applicable laws and regulations, including local or municipal ordinances and regulations regarding public assemblies and use of the Facility as well as any public health orders or guidance related to COVID-19. Sponsor must arrange for security as required by the local Police Department or ordinance.
7. Use. This Agreement is made solely for the Event set forth in Section 1. Sponsor shall not use the Facility for any other purpose unless the Location expressly agrees in writing. Sponsor may not assign this Agreement. Sponsor shall not permit smoking at the Facility or on the grounds, including the fields and parking lots. Sponsor shall observe all other regulations related to the use of the Facility and shall comply with the Special Provisions identified in Section 3, if any. Sponsor recognizes the nature of the property as Catholic property and agrees to respect and observe appropriate behavior consistent with such property. Sponsor agrees that the Facility shall not be used for any activities that are contrary to the teachings of the Roman Catholic Church and that conduct during the Event shall be consistent with the values of the Catholic Church. Sponsor shall be responsible for the actions of all organizations and persons allowed access to the Facility by Sponsor, including, but not limited to, all participants, attendees, youth, visitors, and invitees while they are occupying the Facility or grounds. Sponsor shall be responsible for obtaining all permits, licenses and other legally required approvals for the Sponsor's intended use of the Facility. Sponsor shall be solely responsible for providing supervision and control over the Facility while it is being used by the Sponsor.
8. Security and Safety. Sponsor shall make appropriate arrangements to protect the Facility and provide security and safety of persons using the Facility. The Sponsor shall advise the Location of the arrangements made at least one week prior to the scheduled use.
9. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Sponsor agrees to defend with counsel acceptable to the Roman Catholic Bishop of Manchester, a corporation sole, indemnify and hold harmless the Location, the Roman Catholic Bishop of Manchester, the Roman Catholic Bishop of Manchester, a corporation sole, along with their

respective affiliates, successors, and assigns, and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives from and against all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, and other expenses, including but not limited to attorneys' fees, relating to, arising out of or existing under this Agreement, but only if caused in whole or in part by any negligent act or omission of the Sponsor or by anyone directly or indirectly employed by the Sponsor or by anyone for whose acts the Sponsor may be liable, regardless of whether it is caused in part by a party indemnified hereunder unless caused by the gross negligence or intentional misconduct of such party which shall not be imputed to the other parties indemnified hereunder.

10. Insurance⁸. Sponsor shall obtain and keep in force at all times during use of the Facility, a Commercial General Liability insurance policy with:
- a. Limits of not less than \$1,000,000 per occurrence for bodily injury and property damage;
 - b. Full limits for Host Liquor Liability coverage if alcohol is served, as indicated under Section 1;
 - c. Waiver of subrogation; and
 - d. The following parties named as additional insureds on a primary and non-contributory basis exactly as follows: *[Enter Name of Location], the Roman Catholic Bishop of Manchester, the Roman Catholic Bishop of Manchester, a corporation sole, along with their respective affiliates, successors, and assigns, and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives are additional insureds relating to, arising out of, or existing by reason of the execution or performance of this Agreement by the Sponsor, but only if caused in whole or in part by any negligent act or omission of the Sponsor or by anyone directly or indirectly employed by the Sponsor or by anyone for whose acts the Sponsor may be liable, regardless of whether caused in part by a party insured hereunder unless caused by the gross negligence or intentional misconduct of such party which shall not be imputed to the other parties insured hereunder.*

The additional insured protection shall be independent of the indemnification and hold harmless obligations under this Agreement and shall fully cover a claim caused in whole or in part by any negligent act or omission of the Sponsor or by anyone directly or indirectly employed by the Sponsor or by anyone for whose acts the Sponsor may be liable.

At the time this Agreement is executed, Sponsor shall provide the Location with a Certificate of Insurance evidencing the insurance required by this Section.

If the Sponsor is unable to meet the requirements set forth above, the Sponsor must purchase Tenant Users Liability insurance for an eligible event from the insurance broker of the Location.

11. COVID-19 Screening and Prevention Requirements. Sponsor, if required in Section 3, must, at minimum, comply with the following COVID-19 screening and prevention requirements:
- a. Screening
 - 1) Take temperature of every participant upon arriving and reject entry to any participant with a temperature at or over 100.4 F;

⁸ This Section can be ignored when renting to another Location.

- 2) Reject entry to any participant who has tested positive for COVID-19 during the last 14 days;
- 3) Reject entry to any participant who has had close contact with a person confirmed or suspected to have COVID-19 during the last 14 days. Close Contact is being within 6 feet for 10 minutes or longer of another person regardless if anyone was wearing a mask. The 10 minutes of contact can be at one time or cumulative over the course of a day. Close contact does not include brief contact with a person. Suspected COVID-19 is anyone that has any new unexplained symptoms of COVID-19, but has not been tested;
- 4) Reject entry to any participant who has been asked to self-quarantine or self-isolate during the last 14 days;
- 5) Reject entry to any participant who has any of the following symptoms:
 - a) Feeling feverish, including chills, or shaking;
 - b) Respiratory symptoms such as a runny nose, nasal congestion, sore throat, cough, or shortness of breath;
 - c) General body symptoms such as muscle aches, chills, and severe fatigue;
 - d) Gastrointestinal symptoms such as nausea, vomiting, or diarrhea; or
 - e) Changes in sense of taste or smell;
- 6) Reject entry to any participant who has come in close contact with someone with any of the symptoms shown in item 5) above during the last 14 days; and
- 7) Reject any participant who has traveled outside of New England, unless for “essential travel”, or by cruise ship during the last 14 days. New England comprises the states of New Hampshire, Vermont, Maine, Massachusetts, Connecticut, and Rhode Island. Essential travel is travel for personal safety, medical care, care of others, parental shared custody, for food, beverage or medication, or for work.

b. Prevention

- 1) Require participants to stay at least six feet apart from people not from their same household;
- 2) Require participants to use hand sanitizer upon entering the Facility; and
- 3) Require participants to wear cloth face coverings at all times while occupying the Facility except when sitting and at least 6 feet away from every other person.

In addition, Sponsor must comply with any other applicable public health orders or guidance related to COVID-19.

12. Security Deposit. Sponsor shall leave the Facility, including fields and parking lots, in the same condition in which they were found. Sponsor shall ensure that all lights and water faucets are turned off and doors and windows are locked before leaving the Facility. If the Facility is not returned to its original condition, or the Sponsor fails to comply with the permitted uses in Section 7 or any Special Provisions in Section 3, the Location may, at its sole discretion, retain the Security Deposit identified in Section 2, if any, and seek additional damages as it deems appropriate. If the Facility is returned in good order, the Security Deposit will be promptly returned.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed on the dates indicated below.

LOCATION

By: Adam D'Entremont
(Name of Authorized Representative)

(Signature of Authorized Representative) Date: _____

SPONSOR

By: _____
(Name of Authorized Representative)

(Signature of Authorized Representative) Date: _____