

FACILITY USE/INDEMNITY AGREEMENT

PARISH: _____(name)_____,
_____(address)_____,
hereinafter called **PARISH**.

DIOCESE: The Most Reverend Edmond Carmody, D.D.,
Bishop of the Diocese of Corpus Christi, A Corporate
Sole and His Successors in Office, 620 Lipan Street,
Corpus Christi, TX 78401, hereinafter called **DIOCESE**.

DESCRIPTION OF FACILITY BEING USED:
_____(include building name and room
number/s)_____,
hereinafter called **FACILITY**.

INDIVIDUAL, CORPORATION OR ORGANIZATION USING THE FACILITY:
_____,
hereinafter called **FACILITY USER**.

DATE OR DATES OF FACILITY USE:
This Agreement is to commence _____ and
end _____, hereinafter called **DATE OR DATES OF FACILITY
USE**.

TYPE OF FACILITY USE:
The FACILITY will be used for_____,
Hereinafter called **FACILITY USE**.

CONSIDERATION:
FACILITY USER agrees to pay PARISH \$ _____ , hereinafter
called **CONSIDERATION**.

For the CONSIDERATION herein stated and according to the terms and
conditions hereof PARISH and DIOCESE agree to lease to FACILITY USER and
FACILITY USER agrees to lease from PARISH and DIOCESE the FACILITY for the
FACILITY USE on the DATE OR DATES OF FACILITY USE.

Neither PARISH nor DIOCESE shall be liable for liability or damage claims for
injury to persons or property from any cause relating to the occupancy of the FACILITY
by FACILITY USER, including those arising out of damages or losses occurring on
sidewalks and other areas adjacent to the FACILITY. FACILITY USER shall indemnify
PARISH and DIOCESE from all liability, loss or damage claims or obligations resulting
from any injury or loss occurring within or adjacent to the FACILITY. This indemnity
provision includes FACILITY USER'S agreement to indemnify PARISH and DIOCESE
for the negligence, of any kind, of PARISH OR DIOCESE. FACILITY USER waives
any claim against PARISH OR DIOCESE for damages relating to its occupancy of the
premises from any cause whatsoever, including, but not limited to burglary, theft, or
damage by water or wind.

FACILITY USER shall, at its sole expense, furnish comprehensive liability
insurance, including public liability and property damage, insuring FACILITY USER and

PARISH and DIOCESE for at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for each bodily injury, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for property damage, naming PARISH and DIOCESE each as an Additional Insured on the policy. A copy of the Certificate of Insurance evidencing the above insurance coverage shall be provided to the PARISH prior to the commencement of the use herein contemplated. FACILITY USER agrees that FACILITY USER and FACILITY USER'S insurance shall waive any right of subrogation against PARISH OR DIOCESE.

FACILITY USER shall, at its sole expense, clean the FACILITY after each use and leave it in as good or better condition than it was found.

FACILITY USER shall, at its sole expense, repair any damage to the FACILITY that occurs during FACILITY USER'S use of the FACILITY.

FACILITY USER shall not commit waste or allow waste to be committed to the FACILITY.

FACILITY USER shall not allow the FACILITY to be used for any unlawful purpose.

FACILITY USER shall not change the FACILITY USE.

FACILITY USER shall not assign this Agreement.

FACILITY USER shall not use the FACILITY or other areas adjacent to the FACILITY in any manner, which conflicts with the moral or religious teachings of the Catholic Church. The determination of whether or not the said operations conflict with the moral or religious teachings of the Catholic Church shall be at the sole discretion of the Bishop of the Diocese of Corpus Christi. If the Bishop of the Diocese of Corpus Christi determines that a conflict exists between the use of the FACILITY or other areas adjacent to the FACILITY and the moral or religious teachings of the Catholic Church, this Lease is terminated immediately. This provision does not create any oversight, review or vigilance rights or duties over FACILITY USER or FACILITY USER'S use of the FACILITY, which rights or duties are expressly disclaimed by PARISH AND DIOCESE.

DIOCESE:

Most Reverend Edmond Carmody, D.D
Bishop of the Diocese Corpus Christi,
A Corporate Sole, and His Successors in Office

PARISH:

_____(name)_____

By: _____(pastor)_____

FACILITY USER:

_____(name)_____