

Agreement for Temporary Use of Facilities

THIS AGREEMENT Made and entered into this ____ day of _____ 20____, by and between Thomas More Prep-Marian Jr./Sr. High School, Inc., (Hereinafter referred to as “Provider”) and _____, (Hereinafter referred to as “User”).

Provider hereby grants unto User the temporary right to use the following described property: _____, (Hereinafter referred to as the “Facilities”) upon the following terms and conditions:

1. User may use the Facilities during the following period of time: _____, (Hereinafter referred to as the “Term”). Notwithstanding the Term, Provider shall have the right to terminate this Agreement at any time, either in writing or verbally and in such case, User shall immediately vacate the Facilities and remove User’s personal property, if any.
2. User may use the Facilities only for literary, educational, scientific, religious, benevolent or charitable purposes which are specifically described as follows: _____.

The User, on behalf of itself and its invitees, guests, licensees, employees, agents and independent contractors, hereby releases and forever discharges the Provider of and from any and all claims, demands, causes of action, liabilities, responsibilities and duties arising out of the use of or presence in the Facilities by User, its invitees, guests, licensees, employees, agents and

independent contractors, so long as the actions or failure to act of Provider do not constitute willful misconduct or gross and wanton negligence.

User hereby releases and discharges Provider of and from any and all loss, cost, expense, liability or damage, either proximate or remote, which may arise or result from the use or occupancy of the Facilities by User or any other person or which would have been avoided if the particular person or property which was damaged or injured had not been on or about the Facilities at the time the damage or injury occurred, and User hereby agrees to indemnify and hold Lessor harmless of and from any and all loss, cost, expense, liability or damage with respect thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors and, in the case of Provider, its assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

USER:

[NAME], [TITLE]

DATE

_____ (User Initials) I have been provided and agree to comply with the attached TMP-Marian Facility Usage Policy.

PROVIDER:

THOMAS MORE PREP-MARIAN JR./SR. HIGH SCHOOL, INC.

[NAME], [TITLE]

DATE

TMP-Marian

Facility Usage Policy

General Policy:

User assumes responsibility for any damage to the facilities and contents: and is furthermore accountable for the actions of the participants involved.

The Provider will not be responsible or assume responsibility for items lost, damaged or stolen or for injury to individual person(s) while using Provider's facilities. All guests must vacate the space within thirty minutes of the closing of the event without prior approval from the Provider.

User hereby covenants, warrants and agrees that it shall comply with all laws, ordinances, regulations and other requirements of governmental authorities and agencies and User hereby agrees to indemnify and hold Provider harmless of and from any and all loss, cost, expense, claim, risk of loss and any damage or liabilities of any kind or nature whatsoever arising out of, incident to or resulting from the use of the Facilities by the User, its agents, employees, guests, invitees, customers and patrons or any person claiming by, through or under User or its agents, employees, guests, invitees, customers or patrons. User shall properly defend any litigation at its own expense which may be brought on any claims of whatever type or nature arising out of, incident to or resulting from the use of the Facilities by User, its

agents, employees, guests, invitees, customers or patrons, any sub-lessees, assigns, contractors, sub-contractors or any other person claiming by, through or under User.

At any scheduled event where fire capacity is exceeded, the User shall be required to take immediate measures to become compliant or the Provider may close down the event.

In the event of an emergency, the Provider and/or public safety personnel will follow the proper procedures outlined and all building occupants are expected to follow all instructions given by Provider's representative and/or public safety personnel.

Provider and its duly authorized agents and representatives shall have the right to enter said Facilities at all reasonable times during the Term of this Agreement and any renewal or extension thereof for the purpose of examining and inspecting the same and to exhibit the Facilities to prospective purchasers, lessees or mortgagees.

Recurring events will be considered but approval is subject to limitations of time and available space.

User shall not have the right to re-lease or sublet the Facilities, or any part thereof, or assign rights granted User hereunder, without first obtaining the prior written consent of Provider.

No Smoking, No Tobacco, No Firearms policy is in effect inside the Facilities and on the outside terrace areas.

The removal of any fixtures, furniture or furnishings from Provider's property is prohibited.

Decorations:

Decorations must be freestanding. Including signs; no items may be attached to walls or the ceiling without prior approval of Provider. No posters or banners will be permitted without the approval of the Provider.

Doorways, hallways, corridors, staircases and fire exits cannot be blocked or obstructed at any time. Glitter, sprinkles, confetti, rice, hay, sand weights, dance wax, powder or similar materials will not be allowed. Open flame candles are prohibited. Candles must be enclosed in glass and used with holders to prevent a fire hazard. Any wax cleanup costs will be billed to the User. Decorations, exhibits and displays must be removed immediately following the event or activity.

AV Equipment:

All audio and video equipment that is permanently installed may be used with and under the direction of the Provider. All other equipment needs must be pre-arranged with outside sources.

Provider does not maintain a full time technical/electronic support staff. Users are highly encouraged to test the compatibility of their utilities (Laptops, music, etc.) **before** their event. Provider will not be held responsible for malfunctioning equipment, either the User's or the Provider's. Any questions regarding AV equipment functionality or operation should be directed to Provider before the scheduled event.

Food and Beverages:

All food, beverage and alcohol arrangements are the responsibility of the User. All alcoholic vendors must have liability insurance. Proof of insurance must be given to the Facilities Coordinator two (2) weeks prior to the event.

Additional cost of security, if necessary will be the responsibility of the User. The laws and regulations of the State of Kansas pertaining to alcohol and the consumption of alcohol shall apply to all activities at Provider's facilities.

Animals:

Animals are not allowed inside Provider's facilities, except for those licensed to assist persons with disabilities. Working animals such as Seeing Eye, hearing, service animals and dogs used in law enforcement are the only animals permitted. The Provider must approve animals used in lectures and demonstrations.

Cleaning:

The room must be left clean of trash and personal belongings. The User will be held financially responsible for any special clean up, maintenance, repair or replacement costs, resulting from their event or activity. Groups that cause damage to the facility will be assessed a **\$100.00 Damage Fee** or the actual cost of repair, whichever is greater.

Fronting:

Employees and benefactors may not serve as fronts for Non-profit, Campus guest or Commercial Users. If fronting is discovered, usage fees will be adjusted according to the fee schedule. If prior arrangements are made, Benefactors may choose to co-sponsor an event at the discretion of the Provider.

Cancellations:

User will be held responsible for all charges incurred as a result of any commitments made to facilitate an event. If any User fails to cancel a reservation at least 72 hours prior to their event, the group may be assessed a **\$75.00 Cancellation Fee** and may lose the privilege of utilizing the facilities for future events.

Security:

Provider reserves the right to require fire, police or other security personnel for events. The need shall be determined based on the time, place and type of event.

Insurance:

Unless other arrangements for insurance protection acceptable to Provider are made by the parties hereto in writing, User shall, at User's sole expense, during the Term hereof keep in full force and effect a policy of commercial general liability insurance with respect to the Facilities and the business conducted thereon and therefrom by User and any sub-tenants of User with respect to the Facilities, which commercial general liability insurance shall provide insurance coverages with a general aggregate limit of at least \$1,000,000.00 and an occurrence limit of at least \$1,000,000.00 and to include specific coverage for products/completed operations, if applicable, and personal injury. The policy shall name, as additional insureds, the Provider, the Roman Catholic Diocese of Salina in Kansas, Capuchin Province of Mid-America, Inc., Bishop Gerald Vincke (Individually, as Bishop of the Roman Catholic Diocese of Salina in Kansas, and as holder of title to properties pursuant to that certain Declaration of Trust, dated September 12, 1966), together with any persons, firms, corporations or other entities designated by

Provider. The limits of said insurance shall not, however, limit the liability of the User hereunder.

Each insurance policy to be provided by User hereunder shall be written by an insurance company approved by Provider and the policy or a certificate of insurance all be delivered to Provider which shows that User has complied in all respects with its covenants set forth in this Paragraph 7 and User shall cause each such insurer under the policies required hereunder to agree by endorsement of the policy issued by it or by independent instrument furnished to Provider that it will give Provider thirty (30) days' prior written notice before the policy or policies in question shall be altered, modified or canceled. If User refuses or neglects to secure and maintain insurance policies complying with the provisions of this Paragraph 7, Provider may, but shall not be required so to do, secure and maintain such insurance policies and User shall pay the cost thereof to Provider, upon demand.

Fee Schedule:

Provider suggests a complimentary contribution from the User according to the below schedule to help Provider defray the costs of repairs, maintenance, upkeep, replacements, insurance, utilities, cleaning and the like relating to the Facilities. All rates are per hour and are based on approximate costs incurred by Provider for use of space. During summer months thermostats are set at higher levels as an energy saving measure. Special adjustments may incur additional fees to cover Provider's costs. (All prices are subject to change).

Location	Benefactor	Non-Profit	Campus Guest	Commercial Use
Dining Hall w/Kitchen	\$50	\$100	\$150	\$200
Dreiling Theater	\$50	\$100	\$150	\$200
Gym	\$50	\$100	\$150	\$200
Kitchen Only	\$40	\$80	\$120	\$160
Dining Hall Only	\$25	\$50	\$75	\$100
Grounds	\$15	\$30	\$45	\$60
Learning Commons	\$50	\$100	\$150	\$200
Chapel	\$15	\$30	\$45	\$60
Canteen	\$15	\$30	\$45	\$60
* Benefactor Contributes >\$1000 cumulatively during 12 months previous to scheduled event to the school's fundraising efforts, i.e. St. Thomas More Society, A.C.E., etc.				

Reservations:

Facilities are available on a first-come, first-served basis. Any questions should be directed to Sandy Losey, (785) 625-6577, loseys@tmpmarian.org, Requests should be submitted online at <https://tmp-m.org/facilityrequest/> under the footer menu item, "Public Facility Use Request" a minimum of three (3) weeks prior to the event. A **\$200.00 Deposit** must be provided at the time the Facilities are reserved.

All scheduled events will be reviewed and approved by the Provider's management prior to a contractual agreement being sent for signature.

SIGNATURE OF USER:

[NAME], [TITLE]

DATE