

FACILITY USAGE/INDEMNITY AGREEMENT

SCHOOL: _____

FACILITY USER: _____

(Must be the user's full legal name)

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to protect, indemnify, defend and hold harmless the SCHOOL, the Diocese of Allentown, Most Reverend Alfred A. Schlert, D.D., J.C.L, and the respective members, trustees, pastors, administrators, directors, officers, principals and employees of each of them from and against any claim(s) or cause(s) of action whatsoever arising out of or resulting from the use of the facility during the DATES OF FACILITY USAGE by the above named FACILITY USER, or its owners, employees, representatives, agents, family members, students, customers, function attendees, guests, invitees, organizational members or associates, that is asserted against the SCHOOL, the Diocese of Allentown and/or any of the other indemnified parties identified in this Agreement.

FACILITY USER shall provide a certificate of insurance to the SCHOOL, and any endorsements and/or copies of policies of insurance which the SCHOOL requests, which provides evidence of valid comprehensive general liability coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence. FACILITY USER also shall have "**The Diocese of Allentown, its Most Reverend Alfred A. Schlert, D.D., J.C.L the Roman Catholic Diocese of Allentown Charitable Trust**, and the School, and the respective members, trustees, pastors, administrators, directors, officers, and principals of each of them" named as "Additional Insureds" on its general liability policy for the DATES OF FACILITY USAGE for claims which arise out of or result from the use of the facility, or are brought against the SCHOOL by the FACILITY USER or its owners, employees, representatives, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER's liability insurance policy shall be primary and written on an occurrence as opposed to a claims-made basis.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named **The Diocese of Allentown, its Most Reverend Alfred A. Schlert, D.D., J.C.L the Roman Catholic Diocese of Allentown Charitable Trust**, and the School, and the respective members, trustees, pastors, administrators, directors, officers, and principals of each of them from and against any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the SCHOOL by the above named FACILITY USER or its owners, employees, representatives, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the SCHOOL, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER'S responsibility to comply with the above (second) paragraph.

If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER.)

NAME (Please print): _____ TITLE: _____

DATE: _____