

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis. The following groups are examples of non parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

*****BECKMAN CATHOLIC SCHOOLS AND THE ARCHDIOCESE OF DUBUQUE ARE REQUIRED TO BE LISTED AS ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE.**

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Arch/Diocese of _____

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified ACTIVITY PARTICIPANT OR FACILITY USAGE at the above named PARISH.

ACTIVITY PARTICIPANT OR FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of ACTIVITY PARTICIPANT OR FACILITY USER'S operations or are brought against the PARISH by ACTIVITY PARTICIPANT OR FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. ACTIVITY PARTICIPANT OR FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If ACTIVITY PARTICIPANT OR FACILITY USER fails to comply with the above (second) paragraph, then the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for 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 PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or its employees, 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 PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve ACTIVITY PARTICIPANT OR FACILITY USER's responsibility to comply with the above (second) paragraph.

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

*****BECKMAN CATHOLIC SCHOOLS AND THE ARCHDIOCESE OF DUBUQUE ARE REQUIRED TO BE LISTED AS ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE.**

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): _____

DATE: _____

Facility Use and Rental Guidelines

Beckman Catholic Schools supports the community's use of the school's facility and property. We believe that this facility/property may be made available, at a reasonable cost, to the public. The provisions stated in this document will be used as a guideline when renting or using Beckman Catholic Schools..

1. Supervision

Behavior of persons using this facility will be the responsibility of the persons renting the facility.

Supervision by the Beckman Catholic Schools employees will be required as deemed necessary at a charge of \$ TBD /hr. per person. Appropriate personnel will be available, or will give authorization, to open and close the facility.

****If a problem arises, an injury requiring medical attention, or major damage occurs, refer to the accompanying emergency phone tree for assistance.**

2. Additional Services (may be in addition to rental fee)

A. Janitorial; Secretarial; Parking/Ticket help; Lighting/sound help - \$ TBD /hr. per person

B. Kitchen and Food Service – Authorization and supervision by food service manager and personnel. Fee to be negotiated with the food service manager.

C. Security – negotiation for security, if needed, is the responsibility of the renter.

D. Chairs and Tables – tables and chairs for admission and other needs will be included in the rental cost.

Please let Amber know 2 weeks before the event.

3. Insurance – Beckman Catholic Schools and the Archdiocese of Dubuque are REQUIRED to be listed as additional insured on the certificate of insurance.

All renters must provide proof of insurance in advance according to the following limits.

Bodily injury - \$1,000,000

Property Damage - \$1,000,000

4. Facility Usage/Indemnity Agreement – All renters must agree to this agreement in advance.

5. Concessions – All Beckman Catholic Schools organizations or activity groups will be offered the opportunity to run the concession stand at any event. All profits will go to that organization, activity group or Beckman Catholic Schools.

6. Damage

Any person(s) found damaging or defacing the property shall be held responsible for the replacement or repair of such property and all costs shall be the obligation of the offender. Criminal charges may be filed against the offender. If the individual is unknown, the group or renter is liable for the damage costs.

If damages or theft is not reported by the group/renter, an administrative fee of \$500 will be charged for the labor involved in tracking. This is in addition to the cost for replacement/repair and the labor costs incurred.

7. Rental Rate Schedule

A. User Group Classifications

CLASS I – Parish

For any parish or school related program.

(Sports teams not directly sponsored by a school do not fall in this category.)

CLASS II – Non-Profit youth organizations, service groups, or other educational institutions.

Those groups whose activities are open to the public when no admission is charged, or if a charge is made to cover actual costs, and the net proceeds go entirely to charitable purposes.

CLASS III – For Profit groups

Commercial or entertainment groups, private interest groups, adult groups who meet for recreation, and community groups sponsoring money-making activities. Groups who charge fees for profit or have closed meetings will be considered profit-making groups. Local non-profit organizations conducting profit making activities for charitable purposes will be charged the same as for-profit groups.

*We reserve the right to refuse any group or person based on Catholic morals and teachings.

****Beckman/Xavier events have top priority over ANY outside rental and could result in cancellation****

BECKMAN	CLASS I	CLASS II	CLASS III
Commons	FREE	\$40	\$100
Auditorium	FREE	\$40	\$250
Competition Gym	FREE – practice FREE - tournament/day one gym FREE - tournament/day two gyms	\$40/hour – practice \$400 – tournament – per court	\$50/hour – practice \$500 – tournament – per court
Jasper Gym	FREE – practice FREE - tournament/day one gym FREE - tournament/day two gyms	\$40/hour – practice \$400 – tournament – per court	\$50/hour – practices \$500 – tournament – per court
Library	FREE	\$40	\$100
Classrooms	FREE	\$40	\$50
Football/Soccer Field	No outside team practices on game field FREE - game FREE - tournament/day	No outside team practices on game field \$150/game \$500 - tournament/day	No outside team practices on game field \$200/game - \$700/tournament/day
Outside Practice Field	FREE – practice	\$40/hour – practice	\$50/hour – practice
Softball/Baseball Field	FREE – practice FREE - game	\$40/hour – practice \$150/game	\$50/hour – practice \$200/per game
Wrestling Room	FREE – practice	\$40/hour – practice	\$50/hour – practices

XAVIER	CLASS I	CLASS II	CLASS III
Gym	FREE	\$30/hour – practice \$400 – tournament	\$50/hour – practices \$500 – tournament
Auditorium	FREE	\$40	\$250

FACILITY RENTAL AGREEMENT

Beckman Catholic High School 1325 9 th St. SE Dyersville, IA 52040 Tel 563-875-7188 Fax 563-875-7242	St Francis Xavier Elementary School 203 2nd St. SW Dyersville, IA 52040 Tel: 563-875-7376 Fax: 563-875-7037
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Facility (please check)

BECKMAN: ☐ Commons ☐ Auditorium ☐ Competition Gym ☐ Jasper Gym ☐ Library ☐ Classroom ☐ Football/Soccer Field ☐ Softball Field ☐ Outside Practice Field ☐ Wrestling Room ☐ Kitchen Staff
XAVIER: ☐ Gym ☐ Auditorium ☐ Kitchen Staff

Renter's Contact Information

Contact Name: _____

Organization/Team: _____

Address: _____ City: _____ Zip: _____

Preferred Phone: _____ Alternate Phone: _____

Email: _____

Renter Agreement

I hereby certify and agree that I shall be personally responsible on behalf of myself/organization for any damages sustained by the facility, furniture, equipment, as a result of the occupancy of said facility by my group/organization. I hereby waive, release, discharge and agree to indemnify, defend and hold harmless Beckman Catholic High School/Archdiocese of Dubuque, its officers, employees, and agents from and against any and all claims by any person or entity, demands, causes of action or judgements for personal injury, death, damage or loss of property, or any other damage and/or liability occasioned by, arising out of, or resulting from this reservation or use of the facilities. I hereby declare that I have read and understand and agree to abide by and to enforce the rules, regulations, and policies affecting the use of the facilities.

****Cancellation Policy:** If you need to cancel your rental, please notify us at least **24 hours before** your scheduled rental time. Cancellations made with less than 24 hours' notice will be charged the full rental fee, unless otherwise approved due to special circumstances.

Renter's Signature

Date

Facility Rental Information:**BECKMAN****XAVIER**

Facility/Room Name	Date(s)	Start Time	End Time	Cost per hour/day	Date paid

Emergency Phone Numbers:

Ryan Devereux 319-270-7939
Marcel Kielkucki 319-361-6657
Larry Wilson 563-599-8814
Peter Smith 563-663-0438
Police station 563-875-7366

Contact Information:

bcsrentals@beckman.pvt.k12.ia.us

If the alarms are set off, the alarm company will call Beckman Catholic/Xavier. The police may be alerted to come to school.