

***Lourdes Academy of Oshkosh, Wisconsin, Inc.***  
**FACILITY USAGE/INDEMNITY AGREEMENT**

Lourdes Academy of Oshkosh, Wisconsin, Inc.

Lourdes Academy of Oshkosh, Wisconsin, Inc. is understood to include the Catholic Diocese of Green Bay, Inc.

DATE OF REQUEST: \_\_\_\_\_

FACILITY USER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATES OF FACILITY USAGE: \_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_

FACILITY/SPACE TO BE RENTED: \_\_\_\_\_

FEES: \_\_\_\_\_ ADDITIONAL SPECIAL ARRANGEMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

FACILITY USER agrees to provide a certificate of insurance to Lourdes Academy of Oshkosh, Wisconsin, Inc., 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 Lourdes Academy of Oshkosh, Wisconsin, Inc. 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 FACILITY USER’S operations or are brought against Lourdes Academy of Oshkosh, Wisconsin, Inc. by FACILITY USERS’ employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. 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 Lourdes Academy of Oshkosh, Wisconsin, Inc.

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 Lourdes Academy of Oshkosh, Wisconsin, Inc. 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 Lourdes Academy of Oshkosh, Wisconsin, Inc. by the above named 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 Lourdes Academy of Oshkosh, Wisconsin, Inc., its employees or agents, or the negligence of any other individual or organization.

FACILITY USER agrees to exercise due care in the preservation of Lourdes Academy of Oshkosh, Wisconsin, Inc. premises and to prevent loitering and the presence of unauthorized persons during all usage periods. FACILITY USER hereby agrees to remit the rental fee (if applicable) and be responsible for cleanup of property and premises.

FACILITY USER understands that this contract will not be finalized until a deposit of either half the projected rental fee or \$250.00/day, whichever is lesser, has been made. Payment in full, excluding deposit, is required the day of usage unless other arrangements have been made with the Lourdes Academy President or his/her authorized delegate from the Lourdes Academy Central Business Office. The deposit will be refunded after usage if and when it is determined that the facilities and/or equipment have been properly cleaned and are in good repair.

A full refund will be given if notification of cancellation is made at least 48 hours prior to scheduled use. Lourdes Academy of Oshkosh, Wisconsin, Inc. also reserves the right to charge the renting group for any costs incurred in the set-up for the event if cancellation occurs.

FACILITY USER acknowledges receipt of a copy of Lourdes Academy Regulations and Responsibilities and to abide by all the regulations and responsibilities set forth for the use of Lourdes Academy facilities.

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.

This agreement is not transferable to another party.

SIGNED BY: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

NAME (Please print): \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

SIGNED BY: \_\_\_\_\_  
(Authorized Lourdes Academy Representative)

DATE: \_\_\_\_\_

RENTAL FEE: \_\_\_\_\_

DATE PAID: \_\_\_\_\_

CHECK NUMBER: \_\_\_\_\_

- Original to Lourdes Academy of Oshkosh, Wisconsin, Inc. Permanent File**
- Copy to Facility User(s)**