

FACILITIES USE AGREEMENT

This License Agreement (hereinafter the "Agreement") is made this _____ day of _____ 20____, between the Diocese of Birmingham in Alabama (hereinafter the "Licensor") and _____ (hereinafter the "Licensee").

Licensor hereby licenses to Licensee, on a non-exclusive basis, the use of _____ (hereinafter the "Premises") located in the city of _____, County of Marshall, State of Alabama, more particularly described as follows:

1. **TERM.** Licensor licenses the use of the Premises to Licensee for the following dates and times:

Date: _____

Start Time: _____ am pm End Time: _____ am pm

2. **USAGE FEES.** Licensee shall pay Licensor a fee of \$_____ for use of the Premises plus a fee of \$_____ for special event insurance as set out in the attached Facilities Use Form. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. Licensee shall pay \$_____ to Licensor upon execution of this agreement as a security deposit. Licensor may, but shall not be obligated to apply the security deposit to cure any default of Licensee under his Agreement. Within thirty (30) days after termination of this Agreement, the remaining balance of the security deposit shall be returned to Licensee except, however, if Licensee violates any terms of this Agreement, then Licensee forfeits the full amount of deposit or an amount sufficient to compensate Licensor for any damage caused to the Premises by Licensee, Licensee's agents or guests. Licensee shall be liable to Licensor for any damage in excess of the security deposit caused by Licensee, Licensee's agents or guests.

3. USE OF PREMISES

- a) During the term of this Agreement, the Licensee shall have the non-exclusive use of the Premises for the following purpose(s):

- b) Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of the Licensor.
- c) This Agreement is subject to the Terms and Conditions set out on the reverse side of this Agreement.

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

WITNESSES:

DIOCESE OF BIRMINGHAM IN ALABAMA:

By: _____

Title: _____

LICENSEE:

By: _____

Title: _____

TERMS AND CONDITIONS

1. The Licensee agrees to save the Licensor harmless from and to indemnify it against any claim or liability arising in connection with the use of the Premises by Licensee, its agents, servants, invitees, and employees. Licensee further agrees to hold Licensor harmless for any injury, loss, or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensor, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensor, its agents or employees.
2. The Licensee further agrees to assume full responsibility for the character, acts, and conduct of persons admitted to Premises including damage to any portion of the Premises or any equipment therein.
3. All facilities to be used are accepted by Licensee in their "as is" condition as of the date of this Agreement. All of the foregoing shall be returned by Licensee in the same condition upon termination of this Agreement.
4. It shall be the sole responsibility of the Licensee to provide all security for said events on each and every day of said event in a manner acceptable to Licensor.
5. In addition to any other rights of termination contained herein, Licensor may terminate this Agreement by written notice to such effect at any time prior to the commencement of said term at Licensor's sole discretion.
6. Should any party hereto fail to perform its obligations or undertakings as set forth in this Agreement within the time specified hereto or otherwise default or breach any obligation hereunder, the non- defaulting party shall be entitled to all remedies as provided by applicable laws.
7. Licensee is prohibited from causing a nuisance upon the Premises and Licensor may immediately terminate this Agreement if, in Licensor's sole discretion, Licensee is causing a nuisance upon the Premises.
8. Licensee shall not serve food or liquor on the Premises without the prior written consent of the Licensor. In no event may food, beverages or any items be sold on the premises. Licensee agrees to obtain liquor liability insurance if Licensor consents to allow alcoholic beverages during the event. If alcoholic beverages are served on the premises, Licensee agrees not to serve alcoholic beverages to any person who is not of lawful drinking age or to any person habitually addicted to the use of alcoholic beverages. Licensee further agrees to post any warning signs required by applicable law in connection with the distribution of alcoholic beverages.
9. This Agreement may be amended only in writing signed by both parties.

Initials:
