

**ARCHDIOCESE OF NEW YORK**

**FACILITY USAGE/INDEMNITY AGREEMENT**

St. Joseph Seminary-Dunwoodie: \_\_\_\_\_

St. Joseph Seminary-Dunwoodie is understood to include the Archdiocese of New York

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

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

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

To the fullest extent permitted by law, the FACILITY USER agrees to defend, protect, indemnify and hold harmless the St. Joseph Seminary-Dunwoodie against and from all claims and suits arising out of the work 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 identified FACILITY USAGE at the St. Joseph Seminary-Dunwoodie.

FACILITY USER agrees to provide a certificate of insurance to the St. Joseph Seminary-Dunwoodie, which provides evidence of general liability coverage of not less than five million dollars (\$5,000,000) per occurrence. FACILITY USER also agrees to have the St. Joseph Seminary-Dunwoodie 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 activities or are brought against St. Joseph Seminary-Dunwoodie by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees that its general liability insurance policies will be primary and non-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

If FACILITY USER fails to comply with the aforementioned condition, then to the fullest extent permitted by law the FACILITY USER agrees to protect, defend, hold harmless and fully indemnify St. Joseph Seminary-Dunwoodie for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the identified DATE(S) OF FACILITY USAGE that is brought against St. Joseph Seminary-Dunwoodie by the 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 actual or alleged negligence of St. Joseph Seminary-Dunwoodie, its employees or agents, or the negligence of any other individual or organization. If any part of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

St. Joseph Seminary-Dunwoodie reserves the right at any time to cancel this FACILITY USAGE and this Agreement by prior written notice to FACILITY USER, either with or without cause. The Rector also reserves the right to unilaterally cancel this FACILITY USAGE and this Agreement without notice if he believes in his sole discretion that it is appropriate to do so.

In the event of a cancelation of this FACILITY USAGE and this agreement, the rental fee will be returned to the FACILITY USER.

The validity, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of New York and the courts of the State of New York shall have exclusive jurisdiction.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(FACILITY USER)

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