



_____ DIOCESE OF
CORPUS CHRISTI

**OUTSIDE GROUP FACILITIES USE &
INDEMNITY AGREEMENT**

NOTICE: The Parish maintains the right to refuse to make its facilities available for any reason it determines to be inappropriate or offensive to the Roman Catholic Church or its teachings or traditions, or that may, in the opinion of the diocesan bishop or his delegate, cause scandal. The Parish expects any person using any part of its property to be respectful of the Parish, its property, and its mission, teachings, and traditions of the Roman Catholic Church.

1. **PARTIES:** The parties to this agreement are:

Parish: _____ Catholic Church, _____ Texas. The Parish is a Roman Catholic Parish within the geographical boundaries of the Catholic Diocese of Corpus Christi, (the “**Diocese**”). The name and contact information of the person acting for Parish for the purpose of this agreement is:

Name: _____
Address: _____
Email: _____
Phone: _____

2. **Local Council:** South Texas Council 577 (the “**Local Council**”), which is a local council of Boy Scouts of America, a non-profit organization (the “**BSA**”). Local Council and BSA are organizations completely unaffiliated with the Parish or Diocese. The name and contact information of the person acting for Scouting Unit for the purpose of this agreement is:

Name: Martin Sepulveda
Address: 700 Everhart Rd., Building A, Corpus Christi, TX 78411
Email: martin.sepulveda@scouting.org
Phone: 1-361-814-4300

3. **Scouting Unit:** _____ (the “**Scouting Unit**”), a Council Registered Unit of the Local Council. Scouting unit is an organization completely unaffiliated with the Parish or Diocese.

4. **PREMISES & USE:** Parish licenses to Local Council for Scouting Unit’s Activities, permission to use a portion of the Parish’s facilities or vehicles in accordance with the terms set forth in this Outside Group Facilities Use & Indemnity Agreement (the “**Agreement**”). For good and valuable consideration received, the parties further agree as follows:

A. Local Council and Scouting Unit understand and acknowledge that there are risks associated with its use of the Parish facilities or vehicles. Local Council and Scouting Unit acknowledge and agree that each has inspected the Parish facilities (and vehicles, if to be used) and accepts them for

use in their present condition, with all faults, if any, and agrees that the Parish makes no representation or warranty with respect to any premises or vehicles, including their condition or their suitability and fitness for Local Council and Scouting Unit's intended use. Due to the nature of the facility and vehicles, they may not accommodate persons with certain disabilities. Local Council and Scouting Unit agree that it is responsible for providing all disability accommodations necessary for guests and invitees. Local Council and Scouting Unit agree that its use of the facilities and vehicles will comply with all applicable local, state, and federal laws and regulations.

B. Local Council and Scouting Unit acknowledge that they are responsible for providing all personnel, equipment, and supervision. The Parish is not obligated to provide any personnel, programming, supervision, or other services.

C. Local Council and Scouting Unit also recognizes that there is a risk of personal injury to their members, participants and others while on the premises or using Parish vehicles, and Local Council and Scouting Unit agree to accept all risks associated with the use of the Parish's facilities or vehicles, including, but not limited to liability for personal injury, child or adult maltreatment, negligent entrustment, hiring, supervision or retention of any person, property damage or loss, bodily injury, and death to themselves or others, except to the extent the same arises out of or is the result of the gross negligence, recklessness, intentional misconduct or criminal acts of the Parish's employees, volunteers, and other individuals when acting in such capacity and under the supervision of the Parish (collectively, "Parish Personnel"). Local Council and Scouting Unit agree that the Parish shall not be responsible for the actions of any individual who is acting in a Local Council or Scouting Unit related capacity.

D. Local Council and Scouting Unit acknowledge that use of the Parish's facilities or vehicles also involves risks incidental to activities on the Parish's premises or travel while using Parish vehicles, including but not limited to those associated with conduct or other events and mishaps occurring before or after start and end time for the activities or travel, and Local Council and Scouting Unit therefore agrees to accept all such risks, including but not limited to possible negligent, reckless or intentional behavior of participants or others incidental to activities or travel that occur before, during or after Local Council and Scouting Unit events, except to the extent the same arises out of or is the result of the gross negligence, recklessness, intentional misconduct or criminal acts of Parish Personnel.

E. Local Council and Scouting Unit agree to take reasonable care of the facilities and to abide by all facility specific rules and policies, as may be amended from time to time. Local Council and Scouting Unit agree to pay all costs associated with the repair, replacement, or special cleaning of any part of the facilities (including but not limited to plumbing, glass, doors, windows, fixtures, appliances, thermostats, heating and air conditioning equipment, lighting, appliances, ice machines, dishwashers, disposals, furniture, accessories, and the like) damaged by the Group, reasonable wear and tear excepted. Local Council and Scouting Unit will place all trash in the appropriate receptacles, will replace all furniture to its original location and will leave the facilities in good order upon the conclusion of the use of the premises.

5. **TERM AND TIME OF USE:** This Agreement begins on January 1, 2023 and ends on December 31, 2024. Unless a party provides written notice to the other party not later than 10

days before the end of the Term, this agreement shall automatically renew on a month-to-month basis.

6. RENT:

A. Rent: Scouting Unit shall pay Parish \$1.00 as considered for this agreement.

7. LIABILITY AND INSURANCE INDEMNITY:

A. IN FURTHER CONSIDERATION OF LOCAL COUNCIL AND SCOUTING UNIT BEING PERMITTED TO USE THE PARISH'S FACILITIES, LOCAL COUNCIL AND SCOUTING UNIT AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE PARISH AND ALL OF ITS RELATED ORGANIZATIONS, CLERGY, LEADERS, COMMITTEES, COUNCILS, AGENTS, SERVANTS, EMPLOYEES, MEMBERS AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND SUITS, SEEN OR UNFORESEEN, ARISING OUT OF OR IN ANY WAY RELATED TO LOCAL COUNCIL OR SCOUTING UNIT'S USE OF THE PARISH'S FACILITIES, WHICH INCLUDES, BUT IS NOT LIMITED TO PERSONAL INJURY, CHILD OR ADULT MALTREATMENT, NEGLIGENT ENTRUSTMENT, HIRING, SUPERVISION OR RETENTION OF ANY PERSON, PROPERTY DAMAGE OR LOSS, BODILY INJURY, AND DEATH, TO THEMSELVES OR OTHERS, WHETHER INTENTIONAL, RECKLESS OR NEGLIGENT, THAT MAY OCCUR OR IS IN ANY WAY RELATED TO THE GROUP'S USE OF THIS FACILITY. Notwithstanding the foregoing, this agreement to indemnify, release, defend and hold harmless, shall not apply (1) to any claims, suits or liability that arise out of or are the result of the sole or gross negligence or intentional conduct of Parish Personnel not associated with Local Council or Scouting Unit, or (2) to the extent such indemnification or obligations to Local Council and Scouting Unit may be limited or prohibited by applicable law. There is no coverage, indemnity, release, defend and hold harmless for those individuals who commit intentional or criminal acts.

B. The Parish has advised Local Council and Scouting Unit that the Parish has not agreed to provide any type of insurance to cover and assumes no responsibility whatsoever for either Local Council, Scouting Unit, its participants, or anyone else who may be harmed in any way in association with, or incidental to Local Council and Scouting Unit's use of the Parish's facilities. Local Council and Scouting Unit therefore acknowledge and agree that each is completely responsible for providing appropriate insurance required by the laws of the State of Texas, to cover any injury of any sort to Local Council and Scouting Unit activities, participants, and third parties. Further, Local Council will procure and maintain throughout the term of this agreement, general liability insurance to cover contractual obligations under this agreement, with coverage limits of no less than a combined single limit of \$1,000,000, including coverage for bodily injury, including alleged acts of sexual abuse, property damage liability and contractual liability that lists the Parish and all of its agents, servants and employees as additional insureds under such policy. Local Council will provide the Parish a certificate of insurance prior to the start date of this agreement and promptly upon any renewal of such insurance for so long as this Agreement remains in effect.

8. Local Council and Scouting Unit further acknowledges and agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any

portion hereof is held invalid, they agree that the balance shall, notwithstanding continue in full legal force and effect.

9. **SAFE ENVIRONMENT ADDENDUM:** Local Council and Scouting Unit will comply with and provide the necessary documentation to Parish described in the attached Safe Environment Addendum. The Safe Environment Addendum is attached and made part of this agreement.

10. This Agreement confers no right to use and occupy the Parish's facilities or other property. Permission to use or occupy the Parish's facilities or other property may be terminated at any time, without cause or notice of such termination.

SCOUTING UNIT

PARISH

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR LOCAL COUNCIL:

By: _____

Printed Name: Martin Sepulveda

Title: Scout Executive & CEO

Date: _____

**Safe Environment Addendum to
Facilities Use & Indemnity Agreement for Parish Facilities for BSA Scouting Units**

Date: _____

Parish: _____ Catholic Church - _____, Texas

Local Council: South Texas Council _____ Local Council ("Local Council") of the Boy Scouts
of America, ("BSA")

Scouting Unit: _____ ("Scouting Unit"), a registered Council Unit
of the Local Council

A. This addendum is part of the Facilities Use and Indemnity Agreement for Parish Facilities for BSA Scouting Units (the "Agreement"). The "Premises" are defined in the Agreement and are located at Parish's Property at:

_____ (address).

B. Local Council and Scouting Unit represent and have provided evidence to Parish before signing this agreement that all persons who will be responsible for the Scouting Unit's activities which will take place on or in the Premises or on the Parish Property during the term of the Agreement or who will be working, coordinating, serving, or volunteering on behalf of the Scouting Unit on or in the Premises or Parish Property are in compliance with:

(1) Safe Environment policies published by the Catholic Diocese of Corpus Christi, including but not limited to, criminal background checks; and

(2) the Youth Protection policies and requirements published by BSA and have satisfactorily completed all requirements of the BSA Adult Leader Selection process including but not limited to a national criminal background check.

C. Scouting Unit and Local Council agree and represent that they will use ordinary care to ensure that no person who will work, coordinate, serve, or volunteer on or in the Premises will have a record of a conviction of a felony of any type or a misdemeanor involving sexual activity, sexual solicitation, sexual abuse, physical abuse, family violence, or violence of any type.

SCOUTING UNIT

PARISH

For Scouting Unit:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For Local Council:

By: _____

Printed Name: Martin Sepulveda

Title: Scout Executive & CEO

Date: _____