



**USER AGREEMENT**

This User Agreement is entered into between the parties signatory hereto in order to set forth the terms and conditions under which User may use the Facility, as defined below, owned by the Archdiocese of Los Angeles and operated by Bishop Garcia Diego High School, Inc., Santa Barbara, California. Bishop Garcia Diego High School, Inc. agrees that the Facility may be used as set forth herein.

**User:**

Address:

Attn:

Phone:

**Facility: Bishop Garcia Diego High School, Inc.**

Address: 4000 La Colina Road, Santa Barbara, CA 93110

Contact: Fr. Tom Elewaut, C.J., Principal

Phone: 805-967-1266, ext. 103 FAX: 805-964-3178

**Portion of Facility to be used: date(s) and time(s) of use:**

**Purpose of Use:**

**Amount of Rent:**

**Other Provisions:**

Initials: \_\_\_\_\_ / \_\_\_\_\_  
Owner / User

1. **User.** User agrees to use the Facility as defined above for the use as specified above and for no other use or purpose without the prior written consent of BGDHS, which consent may be withheld.

2. **No Assignment.** User agrees not to assign any of its rights under this Agreement without the prior written consent of BGDHS, which consent may be withheld.

3. **Compliance.** User agrees not to commit or suffer any of the following:

- a) Any waste or nuisance on the Facility;
- b) Any alteration of the Facility without the prior written consent of Archdiocese, which consent may be withheld;
- c) Any mechanic's lien to be filed against the Facility;
- d) Anything in conflict with any governmental law, rule or regulation affecting the Facility; and
- e) Anything in conflict with the reasonable requests and rules of BGDHS regarding the Facility.

4. **Insurance.** User agrees to provide at its expense the following insurance coverage:

- a) **Worker's Compensation.** User shall comply fully with the laws of the State of California in providing worker's compensation insurance for User's employees; and
- b) **Liability.** User shall maintain in full force and effect, at all times during which User may use the Facility, comprehensive general public liability insurance with a Carrier admitted in California on an occurrence basis with coverage of not less than \$2,000,000 combined single limit, insuring against all personal injury and property damage liability of User and of User's invitees arising out of or in connection with User's use or occupancy of the Facility. Insurance coverage MUST COVER AND SPECIFICALLY STATE on the policy: ***Roman Catholic Archdiocese of Los Angeles and Bishop Garcia Diego High School, Inc.*** Such coverage is to be regarded as primary and no other insurance shall be considered as contributory or as co-insurance during the time User or its invitees use or occupy the Facility. BGDHS and the Archdiocese shall be named as an additional insured under User's policy and the policy shall be so endorsed to provide for 30-day written notice to BGDHS prior to any cancellation or material change.

User shall, prior to any use of the Facility and at all times during use of the Facility, maintain with BGDHS a certificate or certificates of insurance showing the coverages required by this Paragraph 4 to be in full force and effect.

5. **Standard of Care.** User agrees to care for the Facility as if it were User's own property. User shall leave the Facility in a clean and orderly condition and shall repair any damage to the Facility caused by User or by any of User's invitees.

- a) Use of kitchen facilities requires a personal meeting with the Director of Food Services at least 48 hours in advance of event.

b) City, County and State laws prohibit the posting of any type of signs on public property, including sign posts and utility poles. Fines may be levied for anyone disregarding these regulations. Since groups or individuals using BGDHS facilities must abide by these regulations, the school will allow posting of directional and/or information signs on the school property for the duration of any permitted event. Such signs, however, must immediately be removed upon completion of the event.

**6. Property Taxes.** The Facility is as of the date of this Agreement exempt from property taxes. In the event User's use of the Facility under this Agreement causes BGDHS and/or the Archdiocese to lose any part of its property tax exemption, User agrees to reimburse BGDHS and/or Archdiocese fully to the extent of any taxes or assessments payable by Archdiocese because of any such loss of exemption.

**7. Indemnity.** User hereby indemnifies and holds BGDHS and Archdiocese harmless from all liability or claims because of injury to any person or damage to any property arising from User's use or occupancy of the Facility, or from User's failure to perform any of User's obligations under this Agreement. In case any action or proceeding is brought against Archdiocese because of any such claim, User shall defend the same at User's expense by counsel satisfactory to BGDHS and Archdiocese. User, as a material part of the consideration to Archdiocese under this Agreement, hereby assumes all risk of damage to property or injury to persons in, on or about the Facility arising from any cause (other than the gross negligence or willful misconduct of BGDHS and/or Archdiocese) during User's use or occupancy of the Facility, and User hereby waives all claims in respect thereof against BGDHS and/or Archdiocese.

**8. Attorney's Fees.** If either party shall bring an action or proceeding for damages for an alleged breach of any provision of this Agreement, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorney's fees and court costs.

**9. Jurisdiction.** In the event of a dispute or legal action between the Parties, jurisdiction shall be in California.

IN WITNESS WHEREOF, this Agreement is entered into between the parties as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Name of Facility:** Bishop Garcia Diego High School, Inc.

**Authorized Signature:** \_\_\_\_\_

**Name:** Rev. Thomas J. Elewaut, C.J.      **Title:** Principal

**User:**

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_