

Holy Spirit Ministries Usage/Indemnity Agreement

Whereas Holy Spirit Hall is a retreat center operated by Holy Spirit Ministries, Inc. and FACILITY USER: _____, whose address is _____ will use Holy Spirit Hall and/or Sacred Heart Chapel (if applicable) on the following dates:

Holy Spirit Hall Date(s): _____ Sacred Heart Chapel Date(s): _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named Holy Spirit Ministries 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 facility usage.

FACILITY USER has read and agrees to all guidelines provided by Holy Spirit Ministries, Inc. FACILITY USER shall upon arrival provide a Holy Spirit Hall Liability Release Form for each participants, regardless of age. FACILITY USER understands that water access to Mobile Bay is prohibited.

FACILITY USER agrees to return possession of Holy Spirit Hall, including the dining hall, bunkhouses, check in area, and Sacred Heart Chapel (if applicable), immediately upon the expiration of the period specified above, in the same or better condition as arrival, specifically: 1. FACILITY USER must return any furnishings, including but not limited to tables, chairs, and trash cans to the place where they were found. 2. FACILITY USER must remove all decorations and trash from the building and grounds and place all garbage and trash in the dumpster.

FACILITY USER must not use tape, tacks, staples, nails, command strips, or push pins on the interior or exterior of Holy Spirit Hall and Sacred Heart Chapel. If significant damage occurs while participants of FACILITY USER are present, FACILITY USER will be held liable for the expense of repair. FACILITY USER agrees to be responsible for all damages.

FACILITY USER agrees to pay the rates of Holy Spirit Hall and/or Sacred Heart Chapel set by Holy Spirit Ministries Inc. and agrees to pay a nonrefundable deposit of \$500 with registration. FACILITY USER to provide final participant numbers including youth, adults, chaperones, etc. at least ten (10) days prior to the DATES OF FACILITY USAGE. FACILITY USER agrees to pay a remainder of balance due at least seven (7) days before the DATES OF FACILITY USAGE.

FACILITY USER shall provide a certificate of insurance to Holy Spirit Ministries, Inc., with this signed agreement, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence which names Holy Spirit Ministries, Inc., as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the facility usage for claims which arise out of FACILITY USER'S operations and use or are brought against Holy Spirit Ministries, 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 Holy Spirit Ministries, Inc. The Certificate of Insurance may be emailed to info@holyspirithall.org.

FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named Holy Spirit Ministries, 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 Holy Spirit Ministries, 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 Holy Spirit Ministries, Inc., its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER'S responsibility to comply provide the Certificate of Insurance.

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.

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

NAME (Please print): _____ DATE: _____