

VILLA MARIE CENTER USAGE/INDEMNITY AGREEMENT

Villa Marie Center is understood to include the Diocese of Savannah.

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the Villa Marie Center 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 above identified FACILITY USAGE.

_____ FACILITY USER agrees to provide a certificate of insurance to the Diocese of Savannah which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the Villa Marie Center as an "Additional Insured" on its general liability policy for the DATES OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the Villa Marie Center's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational member 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 the Villa Marie Center.

_____ **If and only if** FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the Villa Marie Center for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATES OF FACILITY USAGE that is brought against the Villa Marie Center by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational employees or agents, or the negligence of any other individual or organization. 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.

Having read the stated policies for the use of the Villa Marie Center facility and willing to comply with the same, I request their use on: _____.

SIGNED BY: _____ Date: _____

(Must be an official agent of FACILITY USER)

FAX REQUEST TO: Villa Marie Center Manager at 912-201-4101

MAIL REQUEST TO: Villa Marie Center Manager 601 E. Liberty St. Savannah, GA 31401

January 2010