

Agreement for Temporary Use of Facilities

THIS AGREEMENT Made and entered into this ____ day of _____20____, by and between Thomas More Prep-Marian Jr./Sr. High School, Inc., (Hereinafter referred to as "Provider") and _____, (Hereinafter referred to as "User"). Provider hereby grants unto User the temporary right to use the following described property: _____, (Hereinafter referred to as the "Facilities") upon the following terms and conditions:

1. User may use the Facilities during the following period of time:

(Hereinafter referred to as the "Term"). Notwithstanding the Term, Provider shall have the right to terminate this Agreement at any time, either in writing or verbally and in such case, User shall immediately vacate the Facilities and remove User's personal property, if any.

2. User may use the Facilities only for literary, educational, scientific, religious, benevolent or charitable purposes which are specifically described as follows:

_____.

The User, on behalf of itself and its invitees, guests, licensees, employees, agents and independent contractors, hereby releases and forever discharges the Provider of and from any and all claims, demands, causes of action, liabilities, responsibilities and duties arising out of the use of or presence in the Facilities by User, its invitees, guests, licensees, employees, agents and independent contractors, so long as the actions or failure to act of Provider do not constitute willful misconduct or gross and wanton negligence.

User hereby releases and discharges Provider of and from any and all loss, cost, expense, liability or damage, either proximate or remote, which may arise or result from the use or occupancy of the Facilities by User or any other person or which would have been avoided if the particular person or property which was damaged or injured had not been on or about the Facilities at the time the damage or injury occurred, and User hereby agrees to indemnify

and hold Lessor harmless of and from any and all loss, cost, expense, liability or damage with respect thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors and, in the case of Provider, its assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

USER:

[NAME], [TITLE]

DATE

_____ (User Initials) I have been provided and agree to comply with the attached TMP-Marian Facility Usage Policy.

PROVIDER:

THOMAS MORE PREP-MARIAN JR./SR. HIGH SCHOOL, INC.

[NAME], [TITLE]

DATE