

## Liability Agreement between St. Mark's Episcopal Church and Applicant for Use of St. Mark's Episcopal Church Facilities

\_\_\_\_\_ (Name of Group) is referred to herein as the Applicant.

The Applicant accepts liability for damage to the buildings, grounds, furniture, and equipment of St. Mark's Episcopal Church, and for the safety of all guests. The applicant agrees to be held responsible for costs for repair that exceeds normal wear and tear. The Applicant agrees that no part of the "building use" deposit or the "costs" deposit will be used to pay for costs associated with damage to any part of the grounds of St. Mark's Episcopal Church. In the event alcohol is served at an event, the applicant agrees to do so in accordance with the guidelines and requirements set forth in the St. Mark's Church Alcohol Policy and Waiver of Liability.

The Applicant shall indemnify, defend and hold harmless St. Mark's Episcopal Church and the Episcopal Diocese of West Texas and their respective officers, directors, employees, agents, and representatives harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages and expenses (including reasonable attorney's fees and costs) arising out of or in connection with any allegations brought against St. Mark's Episcopal Church and the Episcopal Diocese of West Texas and their respective officers, directors, employees, agents and representatives from and against any cost and expense (including reasonable attorney's fees and costs) arising out of the use of the premises or property of St. Mark's Episcopal Church by the undersigned.

The Applicant agrees that all licensed food service caterers used for any event will provide to a member of the Facilities Use Subcommittee, at least one week prior to the beginning of the scheduled event, a certificate of insurance. The certificate of insurance shall name the Episcopal Diocese of West Texas and St. Mark's Episcopal Church as additional insured parties. The coverage is to be underwritten by an insurance company satisfactory to the Facilities Use Subcommittee and shall state, at a minimum, the following limits of liability coverage:

- Bodily Injury and Property Damage including personal injury: Minimum Limit One Million Dollars per occurrence.

The Applicant further agrees to the following conditions:

- If alcohol is to be served or sold, the insurance certificate shall include liquor liability coverage.
- The applicant is also responsible for obtaining any and all other applicable licenses and permits for the event.
- The applicant agrees that this contract is personal and not assignable.

The Applicant agrees to provide a safe environment for guests and to take all reasonable measures to avoid damage to the St. Mark's Episcopal Church property. If necessary, the applicant should require the removal of individuals from St. Mark's Episcopal Church property who are not abiding by the guidelines and requirements as established from time to time by the Facilities Committee of St. Mark's Episcopal Church.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date