

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made and entered into by and between [REDACTED] Parish which, for purposes herein, includes any affiliated school (“Parish”) and the Girl Scouts of Western Ohio (“Licensee”) which, for purposes herein, is represented by and includes troop/group [REDACTED] (“Licensee User”) for the Licensee’s rental of the facility space known as [REDACTED] and located at [REDACTED], Ohio (the “Facility”), and the terms are fully described in this Agreement and any incorporated documents. The Parish and Licensee may be referred to individually as a “Party” and collectively as the “Parties.”

The Parties agree as follows:

1. The Parties agree that the terms of the Memorandum of Understanding (“MOU”) between Licensee and the Archdiocese of Cincinnati (“Archdiocese”), a copy of which is attached hereto as **Exhibit A**, are incorporated herein by reference. Licensee shall comply with the MOU and ensure that its employees, agents, volunteers, guests, attendees, and vendors comply with the MOU.
2. Licensee shall comply with all applicable laws, ordinances, and regulations in the use of the Facility. Licensee is responsible for the conduct of all individuals attending Licensee’s events including, but not limited to, the conduct of its employees, agents, volunteers, guests, attendees, and vendors. Therefore, Licensee is also responsible for ensuring that those individuals comply with all applicable laws, ordinances, and regulations.
3. Licensee acknowledges and agrees that its Girl Scout activities are not required to be, and may not be, sponsored, conducted, supervised, or monitored by anyone affiliated with the Parish or the Archdiocese, and that the Parish is merely making the Facility available for the Licensee’s use in connection with its Girl Scout activities. Licensee further acknowledges and agrees that the Parish may not, and has no obligation to, make available any personnel or volunteers in or around the Facility for the benefit of Licensee or its Girl Scout activities. Nothing in this provision shall be interpreted to prevent a person affiliated with the Parish or Archdiocese from participating in an activity of a Girl Scout troop or group as either an adult Girl Scout volunteer, program facilitator, or guest.
4. Licensee, as represented by the Girl Scout troop or group named herein that is using the Facility, will ensure that all activities fully comply with Girl Scout policies and procedures including ensuring that a sufficient number of approved adult Girl Scout volunteers are present during any activity, as required based on age and number of youth participants. In compliance with the MOU, Licensee User will provide all completed documentation of volunteer eligibility and the complete Facility Use Agreement to the Archdiocese Safe Environment Office (aunderhill@catholicaoc.org) and to GSWO (customercare@gsw.org) at least five (5) business days before meeting at the Facility.

5. Licensee, on behalf of its users under this agreement, shall maintain full and adequate insurance coverage including, but not limited to (a) Commercial General Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate, and (b) Sexual Misconduct and Molestation Liability Insurance, either by endorsement to the general liability policy or a standalone policy, with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate, for all of its operations so as to protect Licensee, the Parish, the Archdiocese, the Archbishop of Cincinnati, and all of their parishes, schools, clergy, agents, employees, and volunteers from any and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of any of the following: (a) the failure of Licensee in the performance of its responsibilities under this Agreement; (b) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, employee, volunteer, guest, attendee, or vendor of Licensee; (c) use of the Facility by Licensee or any agent, employee, volunteer, guest, attendee, or vendor of Licensee; and (d) Licensee's operations. Licensee's insurance policy(ies) shall additionally provide coverage for contractual liability covering its defense, indemnification, and hold harmless obligations set forth in this Agreement. Further, Licensee's insurance policy(ies) shall include a Waiver of Subrogation in favor of the Parish, the Archdiocese, the Archbishop of Cincinnati, and all of their employees, agents, and volunteers. The Parish, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, and their parishes, schools, former and current clergy, agents, employees, and volunteers shall be named as additional insureds under Licensee's insurance policy(ies). Upon execution of this Agreement, Licensee shall provide the Parish and the Archdiocese a certificate of insurance confirming the existence of the insurance required under this Agreement. Further, Licensee shall immediately notify the Parish if any coverage is suspended, terminated, or modified in any way.

6. The Parish assumes no liability for the loss, damage, or return of any items of property (including vehicles and any property located inside vehicles) brought onto the Facility's premises by Licensee or any of its employees, agents, volunteers, guests, attendees, or vendors. Licensee assumes all liability and risk of loss for any loss or damage to property (including vehicles and any property located inside vehicles) brought onto the Facility's premises by Licensee or its employees, agents, volunteers, guests, attendees, or vendors.

7. Licensee shall be liable for abuse of, damage to, or loss of property belonging to the Parish, whether real or personal. Licensee agrees to reimburse the Parish, upon demand, such sum as will be necessary to restore or replace the damaged property to its original condition. Licensee shall be further liable for any and all injuries incurred by anyone as a result of Licensee's use of the Facility or the conduct of Licensee or its employees, agents, volunteers, guests, attendees, or vendors.

8. Licensee agrees to take reasonable care of the Facility and to abide by all rules and policies applicable to the Facility and its use. A copy of such rules and policies are attached hereto as **Exhibit B** and incorporated herein by reference. Licensee acknowledges and agrees, however, that the following are always prohibited anywhere on the Facility's premises, whether indoors or outside, and regardless of whether the Parish has formally adopted a written policy to the same

effect: smoking; tobacco use of any kind; possession or consumption of alcohol; possession or consumption of illegal drugs or substances; and possession of firearms or other weapons. Licensee further agrees to adhere, and to require that its employees, agents, volunteers, guests, attendees, and vendors to adhere, to the following rules during their use of the Facility:

- Licensee and its employees, agents, volunteers, guests, attendees, and vendors will not engage in (a) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (b) a political event in support of one candidate for civil office and in opposition to other candidates for the same office; or (c) activity which contradicts or undermines Archdiocese or Parish policy or Catholic teaching on faith or morals.
- Licensee agrees to conduct any event in a civil orderly manner, and at a reasonable noise level, and the Parish reserves the right to eject anyone from the Facility's premises for damage to property, injury to person, unacceptable, unruly, and/or dangerous behavior, inappropriate attire, lewd acts, disregard of the Parish's policies or these rules, or for any violation of this Agreement.
- No decorations or signs are to be attached or affixed in any way to any walls, windows, doors, chandeliers, or floors of the Facility.

9. Licensee acknowledges and understands that there are risks associated with the use of the Facility. Licensee acknowledges and agrees that it has inspected the Facility and accepts it for use in its present condition, with all faults, if any, and agrees that neither the Parish nor the Archdiocese makes any representation or warranty with respect to the Facility, including its condition or its suitability and fitness for Licensee's intended use. Due to the nature of the Facility, it may not accommodate persons with certain disabilities. Licensee agrees that it is responsible for providing all disability accommodations necessary to meet the needs of Licensee's employees, agents, volunteers, guests, attendees, and vendors.

10. Licensee shall defend, indemnify, and hold the Parish, the Archdiocese, the Archbishop of Cincinnati, and all of their parishes, schools, clergy, officers, directors, agents, employees, volunteers, successors, and assigns harmless from and against any and all damage, loss, claim (including, but not limited to, any claim for death of or injury to persons or property), demand, liability, and expense, including reasonable attorneys' fees and litigation expenses, which they may suffer or incur arising out of any of the following: (a) the failure of Licensee in the performance of its responsibilities under this Agreement; (b) any act or acts of negligence (including the failure to act), failure to supervise, dishonesty, or sexual misconduct, or any other tort by any agent, employee, volunteer, guest, attendee, or vendor of Licensee; (c) use of the Facility by Licensee or any agent, employee, volunteer, guest, attendee, or vendor of Licensee; and (d) Licensee's operations.

11. Nothing in this Agreement limits the Archdiocese's insurance or indemnification requirements set forth in the MOU between Licensee and the Archdiocese, a copy of which is attached hereto as Exhibit A.

12. The Parish will not be liable for its failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered, or prevented by event of force majeure including, but not limited to, civil commotion, strike, lockout or other industrial dispute, acts of God, pandemic, epidemic, inability to obtain equipment, power, necessary governmental licenses or permits, materials or transportation, or any other circumstances beyond the Parish's reasonable control. Should such an event of force majeure continue for a commercially unreasonable period of time, this Agreement may then be terminated immediately upon written notice to Licensee.

13. This Agreement and any attachments or exhibits reflect the entire agreement of the Parties on the matters set forth herein. This Agreement supersedes all prior negotiations, understandings, contracts, and agreements between or among the Parties on the matters specifically set forth herein. This Agreement may only be modified or changed by a writing duly executed by the Parties and may not be orally modified, changed, or altered in any way.

14. This Agreement was prepared with revisions by the Parties and/or their respective counsel and shall not be construed against any person, firm, or entity on account of the identity of the drafter.

15. In the event that one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions or part of a provision of this Agreement. Instead, this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. Any action to enforce this Agreement or concerning the validity or breach of any provision of this Agreement shall be brought only in the Court of Common Pleas of the County where the Facility is located.

17. All provisions of this Agreement which by their nature should, or by their express terms do, survive or extend beyond the termination or expiration of this Agreement shall so survive and extend.

18. By execution of this Agreement, each Party represents and warrants to the other that the signatories hereto are authorized to bind all of the individuals and entities intended to be bound by this Agreement, and each Party represents and acknowledges that they have read and have a full understanding of the terms hereof and that they voluntarily agree to and accept the terms of this Agreement. The Parties also acknowledge they have had the opportunity to consult with counsel of their respective choice in connection with the matters related to this Agreement.

Agreed and entered into on the last date written below.

PARISH:

LICENSEE:

Print Name of Parish

Girl Scouts of Western Ohio

Signature of Parish Representative


Signature of Authorized Person

By (Printed Name):

By (Printed Name):

AIMEE R SPROLES

Title:

Title: PRESIDENT & CEO

Date:

Date: 9/29/2025

[SIGNATURE PAGE CONTINUES]

In return for use of the Parish’s facilities, the following Girl Scout troop/group agrees to fully comply with the terms of this Facility Use Agreement and all Exhibits:

LICENSEE USER:

GSWO Troop or Group Represented

Signature of Volunteer

By (Printed Name):

Role: _____

Date: _____

Signature of Volunteer

By (Printed Name):

Role: _____

Date: _____

Signature of Volunteer

By (Printed Name):

Role: _____

Date: _____

Signature of Volunteer

By (Printed Name):

Role: _____

Date: _____