

**OUTSIDE USER AGREEMENT
FOR
BLOOD DRIVE/FLU SHOT CLINIC/HEALTH SERVICES/WELLNESS PROGRAMS
(ALL LOCATIONS)**

This Outside User Agreement (“Agreement”) is made as of the ____ day of _____, 20__ by and between _____ (“Location”) and _____ (“User”). Location agrees that certain portions of Location’s property (“Facility”) may be used as set forth herein.

User: _____

Address: _____

Attn: _____

Phone: _____ Fax: _____

Email: _____

Location: _____

Address: _____

Attn: _____

Phone: _____ Fax: _____

Email: _____

Facility to be used: _____

Date(s) and Time(s) of use: _____

Purpose of Use: To conduct blood drive/flu shot /health clinic/wellness program (“the Services”) as more fully described on Attachment A.

Fee Amount: _____

Any fees/rent are due prior to the commencement of User’s use.

Other Provisions: _____



- a. **Permits:** User shall obtain all necessary governmental permits, licenses and approvals for the Use of the Facility and the performance of the Services.
- b. **Staff:** User shall be solely responsible for staff providing the Services under this Agreement. User certifies that staff and/or trainees providing the Services are adequately supervised, trained, and prepared according to prevailing professional standards for providing such Services.
- c. **Responsibility for Products and Information:** All blood products, medical test samples, health records and any other materials or information collected during the Services become the property of User, subject to applicable laws and regulations.
- d. **Parental Consent for Services Provided to Minors:** User shall obtain written, signed consent/release forms from parents/guardians prior to providing Services to minors. User shall not provide Services to minors under this Agreement unless a signed parent/guardian consent/release form is received.
- e. **Equipment:** User will be responsible for the cost and care of User's equipment.
- f. **Compliance with Laws:** User warrants that no Services, materials, equipment or other matters furnished under this Agreement to any person or entity will in any way infringe upon or violate any federal, state or local law or regulation, or violate any third party contract rights.
- g. **Hazardous Materials:** User shall be responsible for handling and disposing of any hazardous material as that term is defined under any local, state or federal law or regulation consistent with such laws and regulations, and shall secure all necessary permits and approvals required to use and dispose of such hazardous materials in accordance with applicable laws and regulations.
- h. **Materials:** User shall furnish, at its own expense, all labor, materials, equipment and supplies, and other items necessary to provide the Services, unless otherwise agreed by both parties in writing. Location shall not be liable to User for any costs or expenses paid or incurred by User in performing the Services.
- i. **Confidentiality:** User recognizes that records and information obtained and maintained by it relative to participants in the Services are confidential pursuant to provisions of federal and state law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and will preserve the confidentiality of the records and information.
- j. **Professional Liability Insurance:** User, at its sole cost and expense, shall obtain and keep in force professional malpractice /errors and omissions coverage on a primary, not contributing basis with a minimum limit of liability of one million dollars (\$1,000,000) per claim.



- k. **Participants Waiver and Disclaimer.** User shall inform participants that Location is not a provider of the Services received under this Agreement, and that Location does not endorse the services offered or rendered, and that User alone is responsible and liable for the services rendered under this Agreement. User agrees that it will obtain signed copies of the Participants Disclaimer and Waiver attached as Appendix A for all persons served and provide the signed copies to the Location.

General Terms and Conditions

1. **Use.** User agrees to use the Facility as defined above for the use as specified above and for no other purpose without prior written consent of Location, which consent may be withheld. User will not interfere with the daily operations of the Location in any manner. Ingress/egress to Location for regular daily activities shall not be obstructed by User.
2. **No Assignment.** User agrees not to assign any of its rights under this Agreement without prior written consent of Location, which consent may be withheld.
3. **Compliance.** User agrees not to commit, allow or suffer any of the following:
 - a. Any waste or nuisance at the Location;
 - b. Any alteration of the Facility without the prior written consent of Location which consent may be withheld;
 - c. Any mechanic's lien to be filed against the Location;
 - d. Any activity in conflict with any governmental law, rule or regulation affecting the Facility; and teachings of the Catholic Church;
 - e. Anything in conflict with the policies and procedures of the Archdiocese of Los Angeles as set forth in the Archdiocesan Administrative Handbook, which can be accessed at <http://handbook.la-archdiocese.org>, specifically including all Safe Environment policies and procedures, which can be accessed at <http://handbook.la-archdiocese.org/chapter-9>; and
 - f. Any reasonable requests of Location regarding the Facility.
4. **Indemnity.** To the fullest extent permitted by law, User shall indemnify, defend and hold harmless *Location, The Roman Catholic Archbishop of Los Angeles, a corporation sole, Archdiocese of Los Angeles Education & Welfare Corporation*, their agents, volunteers and employees ("Indemnified Parties"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to User's use or occupancy of the Facility or the performance by User of this Agreement or the breach of any term, warranty or representation expressed herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any acts or omissions of User, its agents, employees, vendors, subcontractors, guests or invitees, and anyone for whose acts User may be liable, whether or not such claims are based upon the active or passive negligence of Indemnified Parties, except that User shall not be required to indemnify Indemnified Parties against



a claim or loss arising from the sole negligence or willful misconduct of Indemnified Parties. In case any action or proceeding is brought against Indemnified Parties because of any such claim, User shall defend the same at User's expense by counsel reasonably satisfactory to Location. User hereby assumes all risk of damage to property and injury to persons in, on or about the Facility arising from any cause and hereby waives all claims in respect thereof against Indemnified Parties except for damages arising out of the sole negligence or willful misconduct of Indemnified Parties.

- 5. General Liability and Workers Compensation Insurance.** During the entire term of this Agreement, User, at its sole cost and expense, shall obtain and keep in force policies of general liability and property damage insurance with a carrier admitted in the State of California, insuring User against any liability arising out of any act, omission of User and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury and automobile liability. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. User shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. *Location, The Roman Catholic Archbishop of Los Angeles, a corporation sole and Archdiocese of Los Angeles Education & Welfare Corporation* ("Insured Parties") shall be named additional insured under the general liability policy described above, which said policy shall be so specifically endorsed. All insurance required to be obtained by User pursuant to this Agreement shall be primary to any other insurance available to Insured Parties, and any insurance available to Insured Parties, shall be excess and noncontributing with respect to insurance required to be obtained by User. Certificates of Insurance and Additional Insured Endorsements are to be filed with the Location prior to commencement of any activity pursuant to this Agreement. All insurance obtained by User pursuant to this section shall not be cancelled or modified without providing Location with thirty (30) days written notice.
- 6. Standard of Care.** User agrees to exercise all reasonable care to prevent any damage or waste of the Facility. User shall leave the Facility in a clear and orderly condition and shall repair any damage to the Facility caused by User or by any of User's invitees.
- 7. Property Taxes.** The Facility is, as of the date of this Agreement, exempt from property taxes. In the event User's use of the Facility under this Agreement causes Location to lose any part of its property tax exemption, User agrees to reimburse Location for any such loss of exemption.
- 8. Attorney's Fees.** If either party shall bring an action or proceeding for damages for an alleged breach of any provision or this Agreement, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorney's fees and court costs.



9. **Jurisdiction.** In the event of a dispute or legal action between the Parties, jurisdiction shall be in California and venue shall be in the court where the Facility is located.
10. **As Is Condition.** User shall be solely responsible for determining that the Facility may be used for the purposes authorized by this Agreement, and for complying at its sole expense with all conditions and requirements of any governmental authority having jurisdiction over such use. Location makes no representation that the Facility may be used for the purposes which User intends. User agrees to accept the Facility “as is.”
11. **Relationship with the Parties.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between Location and User. User acknowledges and agrees that Location shall have no responsibility for the conduct of User’s employees, agents, representatives, officers, directors or other persons acting on behalf of or at the direction of User and that, as between Location and User, User shall be solely responsible therefor. No agency relationship, whether express or implied, between Location and User at any level shall be deemed to exist by virtue of this Agreement.
12. **Legal Compliance.** User shall be responsible for complying with all laws, ordinances and regulations governing User’s conduct in the performance of this Agreement, including, but not limited to all laws, ordinances and regulations requiring background checks and/or fingerprinting if User will be in contact with minors, all permitting and licensing requirements of any governmental agencies regulating the activities described herein and all Federal, State and local orders, guidelines and regulations concerning COVID-19 and public health. User shall indemnify and hold Location harmless from any violation of the provisions of this section.
13. **Integration.** This Agreement contains all of the agreements between the parties on the subject matter of this Agreement, and supersedes all prior understandings, correspondence or agreements of the parties with respect thereto. This Agreement may be amended but only in writing and only if signed by both parties.
14. **Remedies.** Notwithstanding the above, Location, at its discretion, shall have the right to cancel and terminate this Agreement immediately and without notice upon violation of any term, covenant, condition or provision of this Agreement on the part of User. In addition, Location shall have all the remedies which may be then provided to it by law.
15. **Authorized Signature.** Location represents and warrants that Location is the agent for the Owner of the Facility and that Location is fully authorized to enter into this Agreement and has the right to grant User the use of the Facility described herein.



IN WITNESS WHEREOF, this Agreement is entered into between the parties as of the _____ day of _____, 20____.

User: _____

Authorized Signature: _____

Name: _____ Title: _____

Name of Location: _____

Authorized Signature: _____

Name: _____ Title: _____

Approved By: _____

Name: Michael T. Davitt Title: Director of Real Estate

For High Schools: _____
Assistant Superintendent, Dept. of Catholic Schools

Upon execution of this Outside User Agreement, a copy must be submitted by the Location to the Real Estate Department of the Archdiocese of Los Angeles, and for High Schools, to the Department of Catholic Schools, along with the required certificates of insurance and additional insured endorsements.



APPENDIX A
PARTICIPANT DISCLAIMER AND WAIVER
WHEN OUTSIDE PROGRAM PROVIDERS USE LOCATION PREMISES

Name of Location: _____
Name of Participant: _____
Name of Outside Program: _____
Name of Outside Program Provider: _____
Dates of Program: _____

I am voluntarily participating in the Program. I acknowledge that the Location is not endorsing, vouching for, or exercising any oversight over the Program or the Provider, and I further understand and agree that this Program is not under the control of the pastor, the principal, Location's employees or agents. I agree that I will not make any claims against the Location for any injuries I may sustain as a consequence of my participating in the Program or acting upon any advice I may receive from those conducting the Program.

The Location disclaims all responsibility for the Program, its contents, participants or Providers. The Location is only making available the space where the Program is conducted.

I understand that the Program is sponsored and services are provided by the Provider and/or its designated representative(s). The Provider is solely responsible for all activities conducted in connection with the Program, including but not limited to, assessing my physical and mental ability to participate in the Program, the safety of the activity, or the value and accuracy of the services provided. If I have questions about possible risk of injury or damage, the Provider's qualifications, or about insurance coverage for any injuries or damages I may sustain during, or as a consequence of, my participation in the Program, I will direct them to Provider.

I represent that I have understood this Disclaimer and Waiver and am competent to agree to its terms and conditions.

NAME: _____ DATED: _____

SIGNATURE: _____

