

**OUTSIDE USER AGREEMENT
FOR BOY SCOUTS OF
AMERICA (BSA)**

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: _____

Email: _____

Location: _____

Address: _____

Attn: _____

Phone: _____

Email: _____

Facility to be used: _____

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

Purpose of Use: _____

Amount of Fee: _____

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

Facility to be Cleaned by: Location Fee: \$ _____ User

Other Provisions: _____



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 the teachings of the Catholic Church;
 - e. Any activity 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>. Any User who supervises or is in direct, unsupervised and repeated contact with children, the elderly, or people with special needs may be required to complete the initial three-hour **VIRTUS® Protecting God's Children for Adults** program.
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" or "Protected 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. Insurance. User agrees to provide the following minimum Commercial General Liability (GL), Excess General Liability (EL), and Excess Commercial Automobile Liability (AL) to cover losses or claims:

1. GL coverage written on an occurrence basis, with policy limits of the BSA commercial general liability policy (CGL) of \$7,500,000 each occurrence and \$20,000,000 annual aggregate. Total coverage, including GL and EL coverage, shall provide for at least \$50,000,000 each occurrence. The current policies expire March 1, 2024. Insurance coverage is subject to change upon renewal, but such renewal shall provide aggregate GL and EL policy limits of no less than \$40,000,000 aggregate.
2. AL coverage written on a per occurrence basis, with a \$5,000,000 limit per occurrence as excess to the Protected Parties' primary AL insurance and any other excess insurance available to the Protected Parties from other sources; provided however, that the underlying primary AL insurance, and other excess (if any), shall be no less than \$1,000,000.
3. As set forth in the GL and EL policies, User shall provide coverage for:
 - a. Bodily injury, sickness or disease including illness or death of any person.
 - b. Bodily injury, with no exclusion for intentional torts, including physical or sexual abuse, misconduct, or molestation.
 - c. Personal or advertising injury.
 - d. Damages caused by physical damage or destruction of tangible property.
 - e. Contractual liability covering the user's obligation to defend, indemnify, and hold harmless the protected parties under this agreement, including any and all costs of defense of any claims for which any protected party is entitled to coverage by virtue of being named as an additional insured.
 - f. Punitive or Exemplary Damages coverage equal to that which is provided to BSA entities.
4. User shall name the Protected Parties as Additional Insureds on all primary and excess policies needed to provide the limits of insurance specified above.
 - a. Insofar as such insurance provides GL coverage (excluding any AL coverage included within the GL policy) and EL coverages, such GL and EL insurance shall be written on a primary and non-contributory basis. Provided further, that any other GL insurance coverage and EL insurance coverage that may be available to the Protected Parties from other sources shall be excess of and non-contributory with the GL coverage provided by BSA in compliance with this Agreement.
 - b. Notwithstanding the foregoing, such AL coverage shall be excess over and non-contributory not only to any primary AL coverage available to the Protected Parties but also to any other excess AL coverage that may be available to the Protected Parties from other sources.
5. User shall provide reasonable notice of non-renewal or cancellation to the United States Conference of Catholic Bishops Office of General Counsel, the Local Council, and all Catholic-affiliated units.
6. User shall Include a Waiver of Subrogation in favor of the Protected Parties.

Within ten (10) days after signing this Agreement, BSA shall provide a certificate of insurance confirming the existence of the coverages, limits, and endorsements meeting the requirements set forth herein.



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. **Unforeseeable Events.** This Agreement can be terminated, with no further obligations on the part of either of the Parties, except for payments for Services rendered and accepted prior to the date of termination, if an unforeseeable event occurs that makes it impracticable, illegal, or impossible to perform. "Unforeseeable event" includes, but is not limited to, acts of God, government orders



curtailing or shutting down normal business activities, sudden failure of equipment, natural catastrophes such as floods, earthquakes, fires, serious storms, and similar events. If such an unforeseeable event occurs, the affected Party shall give written notice to the other Party as soon as reasonably practical after learning of the unforeseeable event.

14. 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.

15. 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.

16. 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 Regional 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.

