



**DIOCESE OF  
SAN JOSE**

*Sacred Heart Artisan Faire Vendor Agreement  
Appendix 1*

**PARISH FACILITY USE AGREEMENT**

**CONTRACT FOR THE USE OF PARISH/SCHOOL FACILITIES**

*NOTICE TO ADMINISTRATORS/SUPERVISORS: THIS AGREEMENT MUST BE COMPLETED AND SUBMITTED TO THERESA LA VOUN, LOSS CONTROL & PREVENTION [THERESA.LAVOUN@DSJ.ORG](mailto:THERESA.LAVOUN@DSJ.ORG) WHENEVER AN ORGANIZATION OR OUTSIDE USER REQUESTS THE USE OF YOUR PARISH/SCHOOL FACILITIES FOR EVENTS OR MEETINGS. THIS AGREEMENT ALONG WITH THE ORGANIZATIONS PROOF OF INSURANCE MUST BE SUBMITTED FOR REVIEW PRIOR TO USE.*

This Parish Facility Use Agreement (“Agreement”) between Sacred Hear Saratoga (“Parish”),  
(Name of Parish)

and \_\_\_\_\_ (herein “User”), relating to the  
(Name of Organization/Vendor)

use of the following Parish facilities: Geary Hall and Piazza  
(Describe)

at 13716 Saratoga Ave. Saratoga, CA 95070  
(Address)

The Parish grants User permission to use such facilities for the following purpose:  
Participate as vendor at the Sacred Heart Women’s Club Artisan Faire 2021 (“Use”)

on the following date(s) and time(s): Nov. 12&13, 2021, with set-up on Nov. 11

The User agrees to pay all fees detailed in the Vendor Application, totaling \$ \_\_\_\_\_ for use of the Parish facilities. Fees shall be paid at the time of the signing of this Agreement.

This permission to use the Parish facilities is granted upon these additional terms and conditions and is non-assignable.

1. The Use, above, is the only use permitted under this Agreement and shall comply with all current and future statutes, ordinances, regulation, and requirements of all governmental entities applicable to the Use of the Parish facility including all CDC, County and Public Departments Guidelines regarding COVID-19.
2. User shall leave the Parish facilities in a clean and orderly condition upon conclusion of the Use; and if any alterations were allowed, restore the Parish facilities to their original condition; and shall repair any damage arising out of the use of the Parish facilities under this Agreement.
3. User agrees to defend, indemnify and hold harmless the Diocese of San Jose and the Parish and its employees, agents, and guests from and against any and all claims, damage, loss liability or expenses including without limitation, attorneys’ fees and costs attributable to User’s use of the Parish facilities.



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- 4. As used herein the term “Diocese of San Jose includes the above-named Parish, The Roman Catholic Bishop of San Jose, a Corporation Sole, and all other constituent organizations of the Diocese, and their officers, agents and employees.
- 5. User will not use the premises for any purpose that is inconsistent with the Parish’s religious purpose or philosophy.
- 6. The Parish may terminate this Agreement and permission to use its facilities at any time without obligation except to refund any amount which User has theretofore paid.

Special Provisions, if applicable:

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- 7. The individuals executing this Agreement, respectively, each represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon such party in accordance with its terms. The Contracting Party shall insure that it and its employees, officers, agents and representative shall comply with all the laws and regulations in Santa Clara County, California.
- 8. Should an action be instituted by any party hereto against any other to enforce any provision of this Agreement or otherwise to determine the rights and obligations of the parties, the prevailing party shall be entitled to recover reasonable attorneys’ fees and expenses.
- 9. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed duplicate original of the Agreement. A signed copy of this Agreement sent by any party by email or other electronic means to any other party also is deemed an original of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_.

The Parish:

USER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Pastor

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_