

FACILITIES USE & INDEMNITY AGREEMENT

AMONG

_____ (the "Diocese/Parish/School"),
Boy Scouts of America ("BSA"), and _____ (the "Scouting Unit")

THIS FACILITIES USE & INDEMNITY AGREEMENT ("Agreement") is entered into as of _____ (date) by and among the Diocese/Parish/School, BSA, and the Scouting Unit for a term of one year, beginning _____, 202__, and ending _____, 202__. For good and valuable consideration, including the covenants set forth herein, the Diocese/Parish/School, BSA, and Scouting Unit agree as follows:

I. USE OF FACILITIES:

- A. The Diocese/Parish/School agrees to provide appropriate facilities (the "Facilities"), described below, and does hereby grant permission for the Scouting Unit, its members, volunteers, personnel, guests, and invitees to use said Facilities during its regular meetings.

Facilities Address _____

Facilities Description _____

Available Days/Times _____

To the extent that the Diocese/Parish/School property includes spaces for parking motor vehicles, the Diocese/Parish/School agrees that, and hereby grants permission for, the Scouting Unit, its members, volunteers, personnel, guests, and invitees to make use of such parking spaces as are not already occupied at the time of the Unit's meetings.

- B. The Diocese/Parish/School agrees to allow the Scouting Unit a reasonable amount of storage space for materials and equipment, which may include one or more trailers.

Storage Description _____

- C. The Scouting Unit acknowledges and agrees that the Scouting Activities are not required to be, and may not be, sponsored, conducted, supervised, or monitored by the Diocese/Parish/School or its directors, officers, trustees, elders, employees, agents, representatives, or volunteers, and that the Diocese/Parish/School is merely making the Facilities available for the Scouting Unit's use in connection with its Scouting Activities. The Scouting Unit further acknowledges and understands that the Diocese/Parish/School may not, and has no obligation to, make available any personnel or volunteers in or around the Facilities for the benefit of the Scouting Unit or the Scouting Activities.

- D. The Scouting Unit agrees to return the Facilities to their original condition at the end of all Scouting Activities in "broom clean" condition and with any garbage/waste deposited in appropriate receptacles. The Scouting Unit acknowledges and agrees that if the Scouting Unit damages the Facilities, the Scouting Unit will be responsible for any repair costs within ten (10) days after the Diocese/Parish/School provides written documentation of such costs.

- E. The Scouting Unit agrees to take reasonable care of the Facilities and to abide by all rules and policies applicable to the Facilities and their use. A copy of all such rules and policies are attached hereto and incorporated herein by reference. The Scouting Unit acknowledges and agrees, however, that the following are always prohibited anywhere within the Facilities or elsewhere on the Diocese/Parish/School's property, whether indoors or outside, regardless of whether the Diocese/Parish/School has formally adopted a written policy to the same effect: smoking, tobacco use of any nature, possession or consumption of alcohol, and the possession or use of illegal substances.

- F. The Scouting Unit acknowledges and understands that there are risks associated with use of the Facilities. The Scouting Unit acknowledges and agrees that it has inspected the Facilities and accepts them for use in their present condition, with all faults, if any, and agrees that the Diocese/Parish/School makes no representation or warranty with respect to the Facilities, including their condition or their suitability and fitness for the Scouting Unit's intended use. Due to the nature of the Facilities, they may not accommodate persons with certain disabilities. The Scouting Unit agrees that it is responsible for providing all disability accommodations necessary to meet the needs of the Unit's members, volunteers, personnel, guests, and invitees. The Scouting Unit agrees that its use of the Facilities will comply with all applicable local, state, and federal laws and regulations.

II. INSURANCE AND INDEMNIFICATION:

A. Indemnification

1. THE BSA AGREES TO DEFEND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE DIOCESE/PARISH/SCHOOL, AND ANY OTHER ENTITY, AGENCY, COMMITTEE, COMMISSION, BOARD, SOCIETY, OR CONFERENCE RELATED TO THE DIOCESE/PARISH/SCHOOL, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, MEMBERS, OR VOLUNTEERS (COLLECTIVELY, "PROTECTED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, INJURIES, LOSSES, DAMAGES, OR COSTS, INCLUDING (WITHOUT LIMITATION) LITIGATION FEES, INVESTIGATIVE COSTS, AND COURT COSTS (COLLECTIVELY, "LOSSES" OR "CLAIMS"), ASSERTED OR SUSTAINED BY ANY SCOUT, SCOUTING UNIT, MEMBER, VISITOR, VOLUNTEER, OR ANY OTHER PERSON, ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH SCOUTING, WITH SCOUTING ACTIVITIES, WITH THE ACTIONS OF ANY SCOUT LEADER OR WITH THE USE OR OCCUPANCY OF THE DIOCESE/PARISH/SCHOOL'S PROPERTY FOR SCOUTING ACTIVITIES, WHETHER OR NOT THE LOSSES, CLAIMS, OR THEIR CAUSES ARE FORESEEN OR UNFORESEEN, OR UNRELATED TO SCOUTING OBJECTIVES; PROVIDED, HOWEVER, THAT ANY SUCH LIABILITY, LOSS OR DAMAGE RESULTING FROM THE FOLLOWING SUBSECTIONS IS EXCLUDED FROM THIS AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:
 - a. the negligent failure of the Diocese/Parish/School to substantially comply with any applicable governmental requirements; or
 - b. the negligence or willful malfeasance of any Protected Party while acting in a capacity wholly distinct from the Diocese/Parish/School's Scouting responsibilities or duties.
2. Such defense includes providing a legal defense to all Protected Parties using legal counsel that owes a duty of loyalty and zealous advocacy undiminished by any duties that may be owed to BSA or other parties. In civil actions filed or threatened against the Diocese/Parish/School, BSA shall confer with the Diocese/Parish/School over the selection of legal counsel to defend the Protected Parties, and BSA and Diocese/Parish/School shall make a good faith effort to agree upon legal counsel to represent the Protected Parties, taking account of any relevant terms in BSA's insurance policies. This good faith discussion shall include the question of whether or not separate counsel should be retained to represent the interests of the Protected Parties.

B. Insurance

The BSA agrees to provide Commercial General Liability (GL) to cover Losses or Claims as defined above. At a minimum, such insurance:

1. GL coverage shall be written on an occurrence basis, with policy limits of the BSA commercial general liability policy (CGL) of \$7,500,000 each occurrence and \$23,000,000 annual aggregate for the policy year ending March 1, 2023. There are additional excess limits above the primary and first excess policies. The GL coverage limits are subject to change upon renewal, but at a minimum GL coverage shall be written on an occurrence basis, with limits of \$1,000,000 each occurrence and \$10,000,000 aggregate.
2. AL shall be written on a per occurrence basis, with a \$5,000,000 limit per occurrence as excess of the Affiliated Organization's 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 policy, shall provide coverage for:
 - a. Bodily injury, sickness or disease including illness or death of any person.
 - b. Bodily injury, with no exclusion for 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 BSA'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. Shall name the Protected Parties as Additional Insureds on all primary and excess policies needed to provide the limits of insurance specified in §§ II.B.1 and II.B.2, above.
 - a. Insofar as such insurance provides GL coverages (excluding any AL coverage included within the GL policy), such GL insurance shall be written on a primary and non-contributory basis. Provided further, that any other GL 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 Affiliation Agreement.
 - b. Notwithstanding the foregoing, insofar as the Protected Parties are named as Additional Insureds for purposes of the excess AL coverage provided under BSA's GL policy, 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. Shall provide a 30-Day Advanced Notice of Non-Renewal or Cancellation to the Affiliated Organization.
6. 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 in this Agreement.

III. Contribution and Indemnification

The Diocese/Parish/School acknowledges and agrees that, in the event there are Losses or Claims asserted against or sustained by BSA that are attributable to the willful acts or negligence of the Diocese/Parish/School and fall outside of the indemnification requirements of BSA in § II.A.1 (above), nothing in this Agreement shall be deemed to limit BSA's right to seek contribution or indemnification from the Diocese/Parish/School for such Losses or Claims, including attorneys' fees and costs related thereto.

Scouting Unit

By: _____
Signature

Name
Title: Unit Committee Chair

Diocese/Parish/School

By: _____
Signature

Name
Title: Chair of Board of Trustees

Local Council

Council Name: _____

By: _____
Signature

Name

Title: _____

Boy Scouts of America

By: Roger C. Mosby **
Signature
Roger C. Mosby
President and Chief Executive Office

*** BSA's endorsement of this Agreement relates solely to the Indemnification and Insurance provisions set forth in §II.A and II.B of this Agreement.*

**** This is a BSA-approved form as of the month and year reflected in the bottom margin of this Agreement. Once signed by all other parties to this Agreement, and provided no more recent form agreement has been approved by BSA as of the date those signatures are applied, Mr. Mosby's pre-printed electronic signature on this Agreement will be recognized as valid and binding on BSA as of the same date with respect to the Indemnification and Insurance provisions.*

**ATTACHMENT OF DIOCESE/PARISH/SCHOOL'S POLICIES AND RULES GOVERNING THE USE
OF THE FACILITIES AS REFERENCED IN ¶ I.E OF THE FACILITIES USE AND
INDEMNITY AGREEMENT**