FACILITIES USE & INDEMNITY AGREEMENT

WITH

CATHOLIC DIOCESES/PARISHES/SCHOOLS ENGAGED WITH SCOUTING

_____(the "Diocese/Parish/School"),
Boy Scouts of America, a congressionally chartered nonprofit corporation d/b/a Scouting America ("Scouting America"),
and _____ (the "Scouting Unit" or "Unit")

THIS FACILITIES USE & INDEMNITY AGREEMENT ("Agreement") is entered into as of _____(date) by and among the Diocese/Parish/School, Scouting America, and the Scouting Unit for a term of one year, beginning _____, __ and ending _____, __. For good and valuable consideration, including the covenants set forth herein, the Diocese/Parish/School, Scouting America, 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, in the unfettered discretion of the Diocese/Parish/School, 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 thirty (30) 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 Indemni ication:

A. Indemni ication

1. SCOUTING AMERICA 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 CLERGY, 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 COSTS, ATTORNEYS' FEES, INVESTIGATIVE COSTS, AND COURT COSTS (COLLECTIVELY, "LOSSES" OR "CLAIMS"), ASSERTED OR SUSTAINED BY ANY SCOUTING UNIT, MEMBER, VISITOR, VOLUNTEER, OR ANY OTHER PERSON, COMPANY, ORGANIZATION, OR OTHER ENTITY, ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH SCOUTING, WITH SCOUTING ACTIVITIES, WITH THE ACTIONS OR OMISSIONS OF ANY SCOUT LEADER OR OTHER SCOUTING VOLUNTEER OR SCOUTING PARTICIPANT OR SCOUTING EMPLOYEE OR AGENT, 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 Scouting America or other parties. In civil actions filed or threatened against the Diocese/Parish/School, Scouting America shall confer with the Diocese/Parish/School over the selection of legal counsel to defend the Protected Parties, and Scouting America 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 Scouting America'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

Scouting America agrees to provide Commercial General Liability (GL) insurance that includes excess auto liability to cover 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. This insurance covers the Charter Organization, along with its Officers, Directors, Trustees, Employees, or Charter Organization Representatives (collectively, "Protected Parties"). At a minimum, such insurance:

1. GL coverage shall be written on an occurrence basis, with policy limits of the Scouting America 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, 2027. 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. The GL policy shall provide auto liability (AL) coverage as excess of: (a) the vehicle driver's personal AL policy; (b) the Charter Organization's primary AL insurance, if any (if vehicles are owned, hired, or leased by the

Charter Organization); and (c) any other excess insurance available from other sources. The GL policy provided by Scouting America is excess of $1 million.

3. As set forth in the GL and EL policies, 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 SCOUTING AMERICA'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 Scouting America 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) 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 Scouting America in compliance with this Agreement.
   b. Notwithstanding the foregoing, insofar as the Protected Parties are named as Additional Insureds for purposes of the excess AL coverage provided under Scouting America'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 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. Shall Include a Waiver of Subrogation in favor of the Protected Parties.

Within ten (10) days after signing this Agreement, Scouting America 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 SCOUTING AMERICA THAT ARE ATTRIBUTABLE TO THE WILLFUL ACTS OR NEGLIGENCE OF THE DIOCESE/PARISH/SCHOOL AND FALL OUTSIDE OF THE INDEMNIFICATION REQUIREMENTS OF SCOUTING AMERICA IN § II.A.1 (ABOVE), NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT SCOUTING AMERICA'S RIGHT TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM THE DIOCESE/PARISH/SCHOOL FOR SUCH LOSSES OR CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS RELATED THERETO.

IV. Trademark License

Scouting America grants together to the Diocese/Parish/School and the Scouting Unit a non-exclusive, non-transferable, royalty-free license to use the trademarks, logos, seals, insignia, words, phrases, trade dress, and other designations, descriptive marks, and pictorial representations relating to Scouting America's Scouting programs, including, but not limited, to "SCOUTING AMERICA", "CUB SCOUTS", "SCOUTS BSA", "VENTURING", and "SEA SCOUTS" (collectively the "Scouting America Marks") solely in connection with (i) marketing and operation of the Scouting Unit, (ii) promotion of Scouting America's Scouting programs in the geographic market that the Diocese/Parish/School serves, and (iii) other purposes consistent with this Agreement. Each the Diocese/Parish/School and the Scouting Unit agree to (a) refrain from using Scouting America Marks for any commercial purpose without the express written authorization from Scouting America and (b) comply with such rules, regulations, guidelines, and specifications that Scouting America may promulgate from time to time, including, but not limited to, those set forth in (A) the Rules and Regulations of Scouting America, (B) the Scouting America Brand Guidelines and Guide to Awards and Insignia, (C) the Scouting America Brand Guidelines documents regarding the style, appearance, and usage of any Scouting America Marks.

DIOCESE/PARISH/SCHOOL: _____

Signature: _____

Print Name: _____ Date: _____

Title: Chair of Board of Trustees or Designee

SCOUTING UNIT: _____

Signature: _____

Print Name: _____ Date: _____

Title: Unit Committee Chair

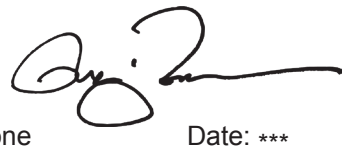
LOCAL COUNCIL: _____

Signature: _____

Print Name: _____ Date: _____

Title: Scout Executive or Designee

SCOUTING AMERICA **

Signature: 

Roger Krone Date: ***

President and Chief Executive Officer

** Scouting America's endorsement of this Agreement relates solely to the Indemnification and Insurance provisions set forth in §§II.A and II.B of this Agreement and to the Trademark License provisions set forth in §IV of this Agreement.

*** This is a Scouting America-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 Scouting America as of the date those signatures are applied, Mr. Krone's pre-printed electronic signature on this Agreement will be recognized as valid and binding on Scouting America as of the same date with respect to the Indemnification and Insurance provisions and to the Trademark License provisions.

Scouting America

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