**Sample Requirements for Indemnification and Insurance
for Building Use Agreements**

Indemnification:

AS A USER OF THIS PROPERTY, YOU SHALL INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND [PROPERTY OWNER], AND ITS AGENTS AND ASSIGNS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS, ANY AFFILIATES, AND THE EPISCOPAL DIOCESE OF PITTSBURGH (COLLECTIVELY, “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL OBLIGATIONS, SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, ATTORNEYS’ FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH) FOR ANY LOSS, INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER OCCURRING IN, ON OR ABOUT THE USED PROPERTY WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLECT, FAULT OF, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY YOU. THIS INCLUDES ANY LOSS, INJURY OR DAMAGE RESULTING OR ALLEGEDLY RESULTING, WHETHER IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR OTHER LEGALLY CULPABLE CONDUCT OF ANY INDEMNIFIED PARTY.

1. IF ANY CLAIM IS MADE AGAINST ANY INDEMNIFIED PARTY, YOU, AT YOUR SOLE COST AND EXPENSE, SHALL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BY OR THROUGH ATTORNEYS SATISFACTORY TO THE INDEMNIFYING PARTY.
2. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS BUILDING USE AGREEMENT WITH RESPECT TO ANY CLAIMS OR LIABILITY BASED ON FACTS OR CIRCUMSTANCES OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

Insurance:

1. [Property Owner] agrees to maintain, at its sole cost and expense, insurance covering the used property, insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief in such amounts as are determined by [Property Owner], in its sole discretion, to be appropriate.
2. As a user of this property, you shall, at your own cost and expense, obtain or cause to be obtained, insurance policies insuring against such risks, and in such amounts, as follows: comprehensive general liability insurance with a minimum limit of $1,000,000 per person and $1,000,000 per occurrence, and property damage coverage with a minimum limit of $250,000. You will also maintain insurance with respect to your personal property, equipment and trade fixtures in amounts determined by you to be appropriate. You will furnish evidence of that insurance to [Property Owner] upon the request of [Property Owner], which insurance shall name [Property Owner] as additional insured, where appropriate. Such insurance policies are required by this written agreement to provide additional insured coverage to [Property Owner] on a primary and non-contributory basis.

**Explanatory Comment
(not to be included in agreement)**

For groups that have insurance coverage through umbrella organizations, the parish should ask the group to forward the insurance requirement provision to their umbrella organization and request a copy of a certificate of insurance. Most commercial general liability insurance policies contain what is commonly called “automatic additional insured” coverage. This “automatic” coverage applies if a written contract requires an insured to name another organization (such as a landlord or property owner) as an additional insured, and the language in the recommended insurance clause ties in with the standard insurance policy language. Also, the certificate of insurance will disclose the limits of insurance, which will most likely be at or higher than requested.