**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the “Memorandum”) made effective as of this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between [NAME OF PARISH CORPORATION OR SCHOOL CORPORATION] (the “Owner”) and [THIRD PARTY], a nonstock corporation of the State of Maryland (the “Group”) (together, the “Parties”).

WHEREAS, the Owner owns the real property and improvements thereon located at [STREET ADDRESS] (the “Facilities”), and the Group desires to hold its meetings at the Facilities; and

WHEREAS, the Parties are entering into a license agreement for the use of the Facilities, and wish to set forth certain mutual understandings with respect to the roles, responsibilities, and resources of the Parties which shall foster the coordination and use of the Facilities for meetings of the Group;

NOW THEREFORE, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by both Parties, the Parties hereby agree as follows:

1. This Memorandum is made solely for the occasion set forth herein. The Group shall not use the Facilities for any other purpose unless the Owner expressly agrees in writing. The Group shall not assign this Memorandum without the written consent of the Owner. The Facilities may not be used for any purpose which, in the judgment of the Owner, is contrary to law or decency or good morals or the moral teachings and beliefs of the Roman Catholic Church or is otherwise improper or detrimental to the reputation of the Owner.
2. Contact information between the two Parties shall be maintained in the license agreement between the parties.
3. The Owner agrees to license the use of the Facilities to provide a meeting place for the Group in accordance with the separate license agreement with the Group. The Group understands and agrees that all Group staff, volunteers, and participants must comply with all policies, procedures, and guidelines imposed by the Owner with regard to the Group’s use of the Facilities including, but not limited to, the use of restrooms.
4. The Group shall be solely responsible and will provide supervision for all Group staff, volunteers, and participants in the meeting any time that the Facilities are used for meeting. The Group agrees not to exceed the established capacities of the Facilities.
5. The Group acknowledges that (a) unless specified in a separate writing by the Owner, the Group is a third-party user of the Facilities and it is not a ministry or program operated by the Owner and (b) its members are not protected or covered by any of the Owner’s insurance coverage. If the Group or any of its members, invitees, participants or agents incur any damages, costs, expenses, losses or claims relating to or arising out of the Group’s use of the Facilities, the Group acknowledges and agrees the Owner’s insurance shall not provide any coverage to the Group, its members, invitees, participants or agents.
6. The Group agrees that it shall exercise reasonable care when using the Facilities. The Group represents that it does not carry any insurance regarding its use of the Facilities.
7. The term of the Memorandum shall be concurrent with the term of the license agreement between the Owner and the Group. This Memorandum shall terminate on the same date that the license agreement between the Parties expires or is terminated.
8. Each individual signing the Memorandum represents and warrants that he/she has the proper authority to sign the Memorandum on behalf of such Party. The individual signing this Memorandum on behalf of the Group also represents that he/she is the person in charge of the Group.
9. This Memorandum shall be governed by the laws of the State of Maryland.
10. This Memorandum represents the complete agreement of the Parties and supersedes, cancels, and terminates any and all prior agreements or understandings of the Parties, whether written or oral, concerning the subject matter hereof. The Memorandum may be amended or modified only in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed:

**THE OWNER**

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

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

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

**THE GROUP**

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

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

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