

## **Appendix 36: Facility Usage Agreement**

- I. No incardinated Priest or Deacon in good standing in the Diocese of Bismarck or in any other Roman Catholic Diocese or Religious Institute of the Consecrated Life may officiate at or be a part of any ceremony or event of a so called "same-sex marriage."
- II. No Catholic Church, Chapel, or Oratory within the canonical territorial boundaries of the Roman Catholic Diocese of Bismarck may be used or rented for any ceremony or event of a so called "same-sex marriage."
- III. No Catholic property, such as gymnasiums, parish centers, schools or school grounds, parish grounds , or other buildings and properties may be used or rented for any ceremony or event of a so called "same-sex marriage ."

First approved September, 2015.

### **PARISH FACILITIES SACRED SPACE POLICY**

The purpose of our parish facilities is to celebrate the good news of Jesus Christ and to serve the needs of our Catholic community. Our parish facilities are a sacred religious place. At all times, we are to respect the principles of our faith in the manner in which we use our facilities.

In order to maintain the sacred nature of our facilities, they may never be used in a manner that contradicts the tenets and principles of the Roman Catholic Church. This includes but is not limited to:

1. Events that celebrate actions and rituals that are contrary to the teachings of the Roman Catholic Church,
2. Events that support behavior that is contrary to the teachings of the Roman Catholic Church,
3. Events that promote conduct, products and activities that are contrary to the tenets and principles of the Roman Catholic Church,
4. Conduct that is not in keeping with civil laws and regulations, and
5. Conduct that offends Roman Catholic Church teachings regarding the sanctity of human life.

The primary purpose of this sacred space is for use by Roman Catholic Church entities and organizations. However, in the spirit of service to our community and in spreading the good news of Jesus Christ, we allow a limited pre-approved use of our facilities by entities and organizations that are not a part of the Roman Catholic Church. These groups must agree that they will respect the sacred religious nature of our facilities and will abide by the guidelines set forth herein.

## **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non-parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase “special event” liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder.”

If the facility user is not able to provide a certificate of insurance with the Facility Usage/Indemnity Agreement then special event insurance should be strongly considered to protect the parish, diocese, and the facility user. Parishes should fill out and submit an application for special event insurance and forward the application to the diocese, who, in turn will review and submit to Catholic Mutual. The application should be made at least 2 weeks prior to the date of the event. The parish, at its choosing, may consider sharing the cost of this special insurance with the facility user.

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

# **FACILITY USAGE/INDEMNITY AGREEMENT**

PARISH : \_\_\_\_\_

PARISH is understood to include the Diocese of Bismarck \_\_\_\_\_

FACILITY USER: \_\_\_\_\_

DATES OF FACILITY USAGE: \_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

NAME (Please print): \_\_\_\_\_

DATE: \_\_\_\_\_

FACUSAG (2/07)

DIOCESE OF BISMARCK - 0083
APPLICATION FOR SPECIAL EVENTS COVERAGE

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability. Includes \$100,000 for Defense Costs for Sexual Misconduct, excluding overnight events (see below for purchase options). Coverage provided is per event (not per claim). Submission of application does not bind coverage - all events are subject to approval.

Coverage underwritten by Nationwide Mutual Insurance Company; Policy No. on file with C.M.G. Agency, Inc.

Cost of Coverage: Included in annual billing (Overnight Stays - \$30 - also see below for other additional costs)

\*\*Lessee will be expected to pay for any coverage that results in additional charge.

TO AVOID DELAY OR DENIAL OF COVERAGE, PLEASE ENSURE THAT EVERY FIELD IS COMPLETED.

Name of Parish or Institution:

\_\_\_\_\_

Street (Physical) Address (NO P.O. BOXES):

City/State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

\_\_\_\_\_

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

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

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

City/State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

To receive approval notification please print e-mail(s):

(Please Print E-mail(s) Clearly)

tchap@bismarckdiocese.com

\_\_\_\_\_

\_\_\_\_\_

COVERAGE DOES NOT APPLY TO CERTAIN EVENTS, SUCH AS, BUT NOT LIMITED TO:

- Any carnival event
Fireworks & fireworks displays
Events involving 'BYOB' (Bring your own bottle)
Events involving pool or lake activities
Events involving recreational vehicles
Rap/Hip-Hop/Alternative music (non-religious bands)
Events organized or operated by professional promoters/performers
Organized sporting events, including tournaments & camps (some sporting activities are allowed and must be pre-approved).
Events where a fee or admission is charged, unless all proceeds go to charity
Political Rallies
Amusement rides, including mechanically operated devices, trampolines, & rebounding devices

Date of Event: \_\_\_\_\_

Type of Special Event (Example: wedding reception, anniv. party, etc. If it's a FUNDRAISER, be specific about what is occurring):

\_\_\_\_\_

Time of Event: From \_\_\_\_\_ To \_\_\_\_\_

Is this an overnight event? Yes No

Approx. Number of Participants: \_\_\_\_\_

Is Food Being Served? Yes No

Is Liquor Being Served? Yes No

If liquor is to be sold (or cost included in ticket price) and/or a license or permit is required in order for you to serve or furnish alcohol, you must obtain LIQUOR LIABILITY coverage by separate application.

Does this event require the additional coverage? Yes No

To Note: If liquor liability coverage is NOT purchased and an alcohol related claim results, the claim will be excluded if it is determined that a liquor liability policy should have been purchased.

DEFENSE COSTS FOR SEXUAL MISCONDUCT FOR OVERNIGHT EVENTS - \$100,000 LIMIT

Coverage does not automatically apply for overnight events, however, you have the option to purchase this coverage by separate application. Additional charge may apply.

Do you want to apply for this coverage? Yes No

ADDITIONAL CHARGES WILL APPLY FOR:

- Events which exceed 3 days in duration (charge TBD)
Inflatable Amusement Device (Must be pre-approved, picture required. Minimum charge of \$100 per inflatable applies; each device is underwritten; charge is determined by size and potential risk.)
Events that exceed 1,000 in attendance (charge TBD)

MAKE CHECK PAYABLE TO: DIOCESE OF BISMARCK

RETURN WITH FORM TO: MR. TONY CHAP, DIOCESE OF BISMARCK, PASTORAL MINISTRY CENTER, P.O. BOX 1137, BISMARCK, ND 58502