
DIOCESE OF LINCOLN



DIOCESE OF LINCOLN FACILITY USAGE GUIDELINES

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DIOCESAN FACILITY USAGE POLICY

Parishes, schools, and institutions of the Diocese of Lincoln frequently allow individuals and groups to use their properties for various events and activities. As these events bring additional liability risk to the institution as well as the Diocese of Lincoln the Diocesan Facility Usage Policy was established.

Most events fall into three main categories:

1. Events that do not require additional liability coverage
2. Events **sponsored** by a parishioner that require additional liability coverage
3. Events **not sponsored** by a parishioner that require additional liability coverage

◆ Events that do not require additional liability coverage:

- Events **sponsored** by a Diocesan parish, school, or Institution
- Events that are **not sponsored** by a Diocesan parish, school, or Institution with fewer than 40 people and no alcohol is served.
- Baptism, First Communion, or Confirmation receptions with no alcohol served, regardless of number of people attending.

◆ Events sponsored by a parishioner that require additional liability coverage.

- When a parishioner rents a Diocesan facility, for any event other than those listed in (1.) above, a Facility Use Application, the Special Events Coverage application, and any applicable rental fees are required.
The parish pays the cost of the Special Events Coverage.

◆ Events not sponsored by a parishioner that require additional liability coverage.

- For all events not sponsored by a parishioner that include more than 40 people, the Facility Use Application, the Special Events Coverage application and any applicable rental fees must be submitted to the Diocesan Institution along with a check for the Special Events Insurance coverage two weeks prior to the event.
- If the event sponsor/coordinator can provide proof of general liability coverage in the amount of \$1,000,000 for the event, the special events insurance coverage can be waived. The parish and the Diocese of Lincoln must be named as "Additional Insureds" on the proof (certificate) of insurance.
- If the event sponsor/coordinator is able to provide proof of general liability coverage in the amount of \$1,000,000 for the event, the special events insurance requirement may be waived. The Diocesan parish, school, or institution and the Diocese of Lincoln must be named as "Additional Insureds" on the proof (certificate) of insurance." [It is not adequate to obtain a certificate of insurance that names the parish/school/institution and Diocese of Lincoln as "certificate holders."]

To determine if an event meets the criteria to be Diocesan parish, school, or institution sponsored, the following questions may be asked:

- ↪ Does the parish/school/institution have full control or final decision making authority over the function?
- ↪ Do fees associated with the function flow through parish/school/institution accounts?
- ↪ If applicable, is the function open to all parish/school/institution members?
- ↪ Is the purpose of the function to facilitate learning, raise funds for the parish/school/institution or to provide a social service on behalf of the parish/school/institution?
- ↪ Is the organizer or leader of the group a parish/school/institution volunteer or employee?

Generally, if the answer to any of the above questions is “no”, the activity is not sponsored.

Each parish/school/institution will determine applicable rental fees for its own facilities. The Special Events Coverage Insurance cost is charged in addition to any rental fee. The Special Events Insurance carrier establishes this fee on an annual basis. Please contact the Insurance Office at the Chancery at 402-488-0921 to obtain the current fee.

FACILITY USE APPLICATION

ALL SAINTS CATHOLIC CHURCH

Date of Event: _____ **Time Start:** _____ **Time End:** _____

Type of Event: _____

Renter Name: _____

Phone: Home: _____ **Work:** _____ **Cell:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Hall Cleanup & Cleaning Deposit:

Renter is responsible for cleanup after the event. A \$200.00 cleaning deposit is required. The deposit will be refunded after cleaning is satisfactorily completed.

Insurance:

_____ Parishioner of All Saints - For groups of less than 40 with no alcohol; no insurance is required. For groups of 40 or more or any event with alcohol; insurance form needs to be filed 2 weeks prior to event (no cost to renter).

_____ Non-parishioner of All Saints - A fee of \$95.00 and the completed insurance form is required 2 weeks prior to the event.

Payment:

_____ All Saints Parishioners -There is no rental fee, though donations to help cover expenses incurred by the church are graciously accepted.

_____ Non-parishioners-the \$100.00 fee covers use of the kitchen, the dining room area (tiled) and the carpeted area.

TOTAL:

Deposit \$ _____

Fee/Donation \$ _____

As the renter, I hereby agree to be personally responsible on behalf of myself and guests for any damage sustained at All Saints Church during my event.

Agreed to and Accepted:

_____ Renter / Date _____ All Saints / Date

09/17/2018

PLEASE CONTINUE TO PAGE 2

FOR OFFICE USE ONLY

Fee charged _____ Moderator Approved _____ Date _____

Usage Fee: Cash Check [#] _____ Insurance: N/A Certificate Provided Special Events

Key given to _____ Date _____

Return Date _____ Return Time _____ Received by _____

Facility Use Application Form Continued

This signed application by the aforementioned SPONSOR/COORDINATOR indicates that the SPONSOR/COORDINATOR agrees to defend, protect, indemnify and hold harmless the **Diocese of Lincoln** and **All Saints Catholic Church** (parish/school/institution) against and from all claims arising from the negligence or fault of the aforementioned SPONSOR/COORDINATOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the identified facility usage at **All Saints Catholic Church** (parish/school/institution).

The SPONSOR/COORDINATOR agrees to provide a certificate of insurance to **All Saints Catholic Church** (parish/school/institution) which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence listing the **Diocese of Lincoln** and **All Saints Catholic Church** (parish/school/institution) as "Additional Insureds" on its general liability policy for the dates of the facility usage in relationship to the type of facility usage. The insurance must protect against claims which arise out of SPONSOR/COORDINATOR'S operations or are brought against the **Diocese of Lincoln** and **All Saints Catholic Church** (parish/school/institution) by the SPONSOR/COORDINATORS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. The SPONSOR/COORDINATOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the **Diocese of Lincoln** and **All Saints Catholic Church** (parish/school/institution).

If the SPONSOR/COORDINATOR is unable to obtain sufficient general liability coverage, the ***Special Events Insurance*** must be purchased.

If and only if the SPONSOR/COORDINATOR fails to comply with the above paragraphs, facility usage will be denied.

Initials of event sponsor/coordinator _____

SPECIAL EVENTS INSURANCE COVERAGE

Special Events Insurance Coverage is a mechanism that allows the Diocese to extend liability coverage to an individual or organization using parish, school, or Diocesan institution facilities for a non-sponsored event for which they are unable to obtain a \$1,000,000 general liability policy privately.

For each event, the Special Events Insurance Coverage provides \$1,000,000 in general liability coverage to a non-sponsored facility user (lessee).

The cost of the coverage is established annually on April 1. **Please contact the Insurance Office at the Diocesan Chancery at 402-488-0921 to obtain the current application fee.**

Special Events Insurance Coverage – Frequently Asked Questions

◆ Who is Eligible?

Many individuals need this coverage for events such as private wedding receptions or family reunions. Non-profit organizations such as a charity organization may need the coverage for a pancake breakfast. A for-profit organization such as a local business may need the coverage for an employee Christmas party held on parish, school, or Diocesan institution facilities.

◆ What is Covered?

Below is a brief explanation of what is covered by Special Events Insurance Coverage along with some items that are excluded. Please note that the actual coverage form must be examined for an exhaustive explanation of what is covered and excluded.

- Special Events insurance Coverage covers most non-sponsored parish, school, or Diocesan institution events or activities. Common examples are wedding receptions, family reunions, anniversary parties, graduation parties, awards banquets, and fund-raisers.
- \$1,000,000 in liability coverage for bodily injury and property damage is provided for the special event user, the parish, school, or Diocesan institution, and the Diocese. Please note that the \$1,000,000 limit is shared by the covered parties and is “pre-event” coverage.
- Liquor liability coverage is provided.

◆ Examples of events that are NOT covered:

- ⊗ Any event lasting longer than 72 hours
 - ⊗ Fireworks
 - ⊗ Events involving more than 1000 people
 - ⊗ Events where admission is charged unless proceeds go to charity
 - ⊗ Events involving amusement devices or trampolines
 - ⊗ Carnivals
 - ⊗ Any event organized or run by a professional promoter
 - ⊗ Sporting events including camps and tournaments
 - ⊗ Events involving pool or lake activities
 - ⊗ Events involving recreation vehicles
-

APPLICATION FOR THIRD PARTY SPECIAL EVENTS COVERAGE

Name of Parish/Institution _____

All Saints Catholic Church

Street (Physical) Address _____

1204 Logan St

City/State/Zip Code **Holdrege NE 68949**

Phone Number **(308)995-4590**

Date of Event _____

Type of activity/event (please specify): If it is a fundraiser, please be specific about what is occurring. _____

Lessee (Additional Insured) Information:

PRINT Name of sponsoring organization/individual requesting coverage: _____

Time of Activity/Event From _____ To _____

Approximate Number of Participants _____

Lessee (Additional Insured) Contact Person:

PLEASE PRINT

Is liquor being served? Yes No

Name _____

Is food being served? Yes No

Street address _____

City/State/Zip code _____

Telephone _____

NOTE: CATHOLIC MUTUAL MUST RECEIVE APPLICATION AT LEAST 15 DAYS PRIOR TO EVENT. PLEASE DO NOT SUBMIT APPLICATION MORE THAN 6 MONTHS IN ADVANCE.

The Special Events Coverage provides \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event (not per claim).

This coverage is underwritten by Nationwide Mutual Insurance Company, Policy No. on file with CMG Agency, Inc.

Cost of coverage: \$_____ per activity/event. Please make payment payable to Catholic Bishop of Lincoln.

Coverage does not apply to certain events such as, but not limited to:

- Sporting events including camps and tournaments
- Events with attendance of more than 1,000 persons
- Events involving pool or lake activities
- Events involving 'BYOB' (Bring Your Own Bottle)
- Amusement rides, including mechanically operated devices, trampolines, and rebounding devices
- Events where a fee or admission is charged, unless all proceeds go to charity
- Any carnival event
- Fireworks and firework displays
- Events which exceed 72 hours in duration
- Events involving recreation vehicles
- Events organized or operated by professional promoters/performers
- Political Rallies
- Inflatable Amusement Device (unless pre-approved/flat charge of \$250.00 applies)

NOTIFICATION OF AN ACTIVITY/EVENT MUST REACH CATHOLIC MUTUAL AGENCY, INC. AT LEAST 15 DAYS IN ADVANCE OF THE ACTIVITY/EVENT.

★ COVERAGE IS SUBJECT TO APPROVAL BY C.M.G. AGENCY, INC. ★

Complete and return the application and payment to:

Catholic Mutual Group
10843 Old Mill Road, Suite 300
Omaha, NE 68154-2600

Approving location: **OMAHA, NE** **ATTN: MEMBER SERVICES**
FAX: 402-551-2943

*To receive approval notification please print email(s) marsha-bartek@lincolndiocese.org

Please report all claims immediately to the CMG Agency, Inc. Claims Department at 1-800-228-6108.

◆ Processing the Completed Application

1. One copy of the application should be given to the event sponsor/coordinator.
2. The Diocesan institution must retain one copy of the application.
3. The original application must be submitted to:
Catholic Mutual Group
10843 Old Mill Road
Omaha, NE 68154-2600.
4. The application must be submitted at least 15 days prior to an activity/event or the coverage will be denied.
5. The application must be accompanied by a check or money order for the application fee.
6. The check or money order must be made payable to the **Catholic Bishop of Lincoln**.

Any questions regarding the completion or processing of the application should be directed to Marsha Bartek at the Chancery (402) 488-0921 or to Catholic Mutual Group at (800) 228-6108.

Risk management guidelines are available to assist your parish/school/institution in allowing outside organizations to use your facilities. Information includes, but is not limited to, liquor liability control, security, and food handling. Please contact Catholic Mutual's Risk Management Department for further information.

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

Ideally, individuals utilizing parish/school/institution premises for activities that are neither parish/school/institution sponsored, nor affiliated, should be providing the parish/school/institution with a certificate of insurance naming the parish/school/institution as an "additional insured." However, in certain instances when groups or individuals do not qualify for Special Events Insurance Coverage, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has NOT been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes, schools, and institutions:

1. Adult Athletic Participation - Adults who use or rent the parish/school/institution gym for "non-parish/school/institution sponsored" basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid. Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish/school/institution may obtain one signed agreement per individual, per season.
2. Craft Fairs - Considering that a parish/school/institution craft fair usually involves a large number of craft vendors it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish's/institution's craft fair.
3. Other Small Groups - In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for very small groups that do not have liability insurance and do not warrant the purchase of Special Events Insurance Coverage. Similar to the adult athletic participation, in these cases an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish/school/institution facilities. When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage Application, which requires insurance.

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish/school/institution and the individual who signs the agreement. The agreement will effectively bar the signor of the agreement from making a claim against the parish/school/institution. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signor is at least 18 years of age. The parish/school/institution should not alter the agreement in any way, as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish/school/institution files for at least two years. Injuries and accidents are often not promptly reported necessitating the need for original copies to be maintained.

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT FORM

Parish/school/institution: **All Saints Catholic Church**

Activity Participant or Facility User: _____

Date(s) of Activity/Usage: _____

Type of Activity/Usage: _____

The above named Activity Participant or Facility User agrees to defend, protect, indemnify and hold harmless the above named Parish/school/institution against and from all claims arising from the negligence or fault of the above named Activity Participant or Facility User or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above named Activity or Usage at the above named Parish/school/institution.

Additionally, the above named Activity Participant or Facility User agrees to protect, defend, hold harmless and fully indemnify the above named Parish/school/institution for any claim or cause of action whatsoever arising out of the above mentioned Activity/Usage which takes place during the above identified Date(s) of Activity/Usage that is brought against the parish/school/institution by the above named Activity Participant or Facility User or their family members. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Name (please print): _____ Telephone: _____

Address: _____
City State Zip

Signed by: _____ Date: _____