MEMO

To: Catholic Mutual Members
From: John Gorski, VP Claims/Risk Management
Date: February 22, 2021
Re: Boy Scouts of America Bankruptcy

Since the issuance of the November 4, 2020 Memo regarding the Boy Scouts of America bankruptcy, there were seven lawsuits filed in Arizona naming the Church of Jesus Christ of Latter Day Saints. Additionally, we have been made aware that a new charter agreement has been issued by the BSA which appears to have altered its previous certificate of liability insurance covering chartered organizations. Catholic Mutual is unable to determine how the BSA's revised insurance certificate will affect our members' chartered organizations. That being said, it is our understanding that the revised coverage most likely will not provide protection for the arch/diocese entity.

Given the apparent adverse changes of BSA's revised insurance certificate, we highly recommend that our members seriously evaluate the relationship with the BSA. If a charter agreement is entered into, we would highly recommend that a separate Facility Usage Agreement be entered into for each location acting as a Chartered Organization with the Local Council as well as providing express indemnity of the arch/diocese. We also recommend that the arch/diocese executes a separate Facility Use Agreement directly with BSA. For your convenience our Facility Use Agreement is attached to be used at your discretion.
FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: ________________________________________________________________

PARISH is understood to include the Arch/Diocese of Houma-Thibodaux

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 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. This paragraph does not relieve FACILITY USER’s responsibility to comply with the above (second) paragraph.

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: 4/13 (Rev. 02/2021)