

DIOCESE OF SIOUX CITY

Chancery

Diocese of Sioux City Facility Use Policy

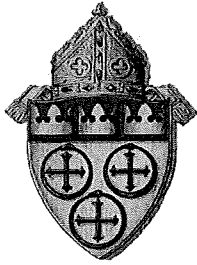
The Presbyteral Council voted unanimously on 15 April 2016 to recommend this Policy to Bishop Nickless for approval and implementation. This Policy is therefore adopted by Bishop Nickless and becomes effective 1 July 2016.

I. Introduction

This policy has been developed to assist in determining whether, and under what circumstances, to permit the use of a parish or school facility, either by a non-parish or non-school group, or by any individual(s) for a non-Church function.

II. Fundamentals

1. Parish and school facilities are sacred religious places and are the product of God's benevolence and the sacrifice of parishioners. All parish and school facilities have a sacred and religious purpose; namely, to worship God according to the rites and intentions of the Catholic faith, to celebrate the good news of Jesus Christ, to teach and explain the Catholic Faith, and in general to serve the needs of our Catholic community. Our parish facilities, including churches, schools, halls, offices, and other facilities, are therefore sacred and religious locations. At all times, we are obliged to respect the principles of our faith in the manner in which we use our facilities.
2. Parish, school, and diocesan groups have priority in the use of parish and school facilities. However, in the spirit of community service, and to spread the Good News of Jesus Christ, permission may be given to other persons and groups so long as the use is consistent with this policy and the teachings of the Roman Catholic Church.
3. Granting the use of a parish facility to a group or organization that is not affiliated with or sponsored by a parish or school does not constitute an endorsement by the parish or school, the Diocese of Sioux City, or the Catholic Church of the group, or of the principles or philosophy of the group, being granted use of the facility. Nevertheless, it is important to



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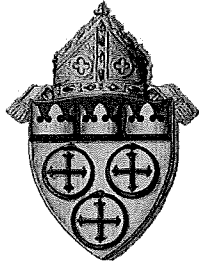
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present a consistent message to the congregation and community. Every parish and school facilities must only be used in accord with the teachings of the Roman Catholic faith (2 Cor 6:14).

4. The pastor or administrator of the parish or school facility may establish further guidelines on the use of the parish or school facilities, consistent with this Policy and the teachings of the Roman Catholic Church.

III. Policy

1. The pastor of the parish or school facility will determine whether the parish or school facility will be made available for use to groups that are not directly affiliated with or sponsored by the parish or school, or to any individual(s) for a non-Church function. In making this determination, the pastor will take into consideration the doctrines of the Roman Catholic faith and the needs and operations of the parish or school.
 - a. In the event that a pastor's decision is disputed, the Bishop of the Diocese of Sioux City has final authority in making any such determination.
2. In cases where the pastor or administrator has decided to make a parish or school facility available to individuals or groups not affiliated with or sponsored by the parish or school, or for a non-Church function, such facility may be leased to an individual or group. The *Facilities Use Agreement* form must be completed for any arrangement. A standard agreement form is attached to this policy.
3. The use of a parish or school facility shall not be granted to any individual, group, or organization, whether parishioners or non-parishioners:
 - a. Whose purpose, tenets, acts or omissions, or objective(s) contradict the faith and morals of the Catholic Church or the policies of the Diocese of Sioux City; or if the purpose, tenets, acts or omissions, or objective(s) of the individual, group, or organization are inherently inseparable from the proposed use of the facility, as determined by the Bishop of the Diocese of Sioux City;
 - b. When the activity for which the facility is to be used contradicts the faith and morals of the Catholic Church or the policies of the Diocese of Sioux City, as determined by the Bishop of the Diocese of Sioux City;



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- c. When doing so would involve the Church in partisan politics in support of one candidate or party for civil office and in opposition to other candidates or parties for the same office;
 - i. This prohibition on the use of parish or school facilities shall include use of facilities for caucus events;
 - ii. The use of a parish or school facility as a general election voting site is not excluded.
 - d. When unlawful, unsafe, or hazardous activity may occur as a result;
 - e. Whenever the pastor or administrator or the Diocese determines that the granting of such use will not be in the best interest of the parish, its parishioners, the faithful, or the Diocese; or that the denial of such use is necessary to avoid scandal.
4. Individuals, groups, or organizations desiring to use a parish or school facility shall obtain a certificate of liability insurance coverage with acceptable coverage limits, and naming the parish or school, and the Diocese, as co-insureds. Special event coverage may be available for purchase from the insurance carrier for the parish or school.
 5. Recognizing the tax-exempt status of parishes, schools, and the Diocese, it is recommended that whenever a donation for use of a parish or school facility is requested, the amount of the donation not exceed the estimated necessary cost of the maintenance of the facility, and that the donation be clearly recorded in the parish's or school's financial records.

Catholic Mutual. . . “CARES”

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. Girl Scouts, 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 Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder.”

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 Arch/Diocese of _____

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: _____
FACUSAG (5/10)