



Contract Review Policy with Templates

Purpose

This policy is to ensure the procedures for executing contracts is clearly explained and followed by all authorized pastors, principals and administrators. The purpose of the policy is to establish: (1) the procedures for obtaining the review and approval of contracts and (2) establish who is authorized to sign contracts. The following also outlines proper procedures for determining responsibility in the event of a loss. All too often in practice, contracts are in fact signed before consultation with legal counsel or insurance representatives have had an opportunity to review and make recommendations.

For a variety of reasons, the Archdiocese of New Orleans requires its attorney be consulted during the initial stages of all proposed agreements and before signatures of any kind. In addition, the employee or department submitting the draft agreement is responsible for understanding and approving the business terms of the Agreement, and is responsible for following all other policies in the execution and administration of the agreement, including, for example, compliance with all insurance requirements so as not to agree to any unnecessary hold harmless provisions.

General Requirements

The types of contracts and dollar amounts will vary greatly depending on the project. This policy applies to all contracts regardless of size. It applies to contracts for services, such as security or maintenance, as well as major building projects and lease agreements. For the purposes of this document, the term “contract” is synonymous with the term “proposal.” These are documents that are meant to be signed by the vendor and the owner. Vendors include those selling products, services, and a combination of the two, i.e. construction or repair work.

All contracts must be examined using criteria from this policy. All proposed contracts exceeding the amount of \$10,000 or with insurance, indemnity, hold harmless, exculpatory and/or waiver of subrogation clauses for parishes, schools, agencies and offices of the Archdiocese of New Orleans must be reviewed and approved by the archdiocesan General Counsel, Wendy Vitter, the Office of Finance Services and the Insurance Office.

For “incidental” contracts, such as copier machines, vending machines or pest control, no review is necessary, unless the agreements, such as vending machine contracts, require or exclude use of other products. Further, any such “incidental” contracts, such as vending machine contracts,

must also comply with any requirements in regard to food service. However, add the Catholic Mutual addendum to such contracts, as discussed on page 9.

The proper legal names of the parishes and/or agencies shall be used in all contracts. A list of the corporate names of the parishes is attached to the Index of Forms. All schools are owned and operated by the parishes, except as set forth on the referenced list.

In the case where several nearly identical contracts are required over a period of time, the approving parties may approve the use of a standard form contract. Approved sample templates are attached.

Contact Review Guidelines

- First, read your contract. *Do not forward a contact until you have read it and determined that you are in agreement with the details of the business agreement.* If you want to make changes to the contract, mark them before you send for review.
- Send only complete contracts. To be complete, the contract must contain (1) all pages of the contract and (2) all documents and exhibits referenced in the contract.

Timing Matters

For a variety of reasons, employees must allow a two-week review period from the date of receipt for review and approval of contracts. In some cases, however, the actual review may take a shorter or longer period of time. A number of factors influence the amount of time required for the complete review. For example, the use of templates generally expedites the review process. In other cases, negotiations with counter parties generally increase the length of a review. To obtain the most expeditious review of a non-template agreement, every possible effort should be made to submit the draft agreement in a form acceptable to the reviewers. Early engagement of counsel as well as careful use of model language can help in this regard.

Sometimes, certain circumstances arise which necessitate the immediate review of a draft contract. Any draft agreement requiring such a review must be brought to the attention of Wendy Vitter for approval of an expedited review.

Multi-Year Contracts

The prior approval of the Executive Director for Financial Services is necessary before a parish or other archdiocesan entity may enter into a multi-year contract or lease when the total value exceeds \$10,000 or the duration is more than three years (including options or extensions.)

Signatory

Only the Archbishop, Vicar General or the Chief Financial Officer can sign contracts. Pastors, as the secretary-treasurers, can sign contracts without delegation, as long as such are within the monetary limits set forth in this policy. No other administrator can sign without first obtaining the approval of the Vicar General, Chief Financial Officer, or the Archbishop. ***This task cannot be delegated to any other employee or volunteer.***

Construction Contracts Approval Process

Pastors, principals and administrators are not authorized to make capital expenditures in excess of Ten Thousand Dollars (\$10,000.00) for any single project without approval of the Archdiocese. Projects under \$10,000 require no approval, but still need contracts with related

insurance provisions. Permission for expenditures in excess of Ten Thousand Dollars must be approved as follows:

- All Construction Projects exceeding \$10,000 require approval of the Archdiocese.
- Projects from \$10,000-\$100,000 also require approval of the Executive Director of Financial Services.
- Projects from \$100,000-\$499,999 also require approval of Vicar General
- Projects \$500,000 or greater also must be reviewed by the Archdiocesan Finance Council.

All operating expenses, including archdiocesan assessments must be met before requesting approval.

Once a project is approved, the owner shall use the attached fill-in-the-blank three page "Construction Agreement" form for all small projects. The vendor's proposal is to be attached to this form and is incorporated by reference. The Archdiocesan Building Office will prepare construction contracts for work that exceeds \$10,000.

Whether the job is major or minor, renovation or repair, installation or service, all projects shall have written contracts. These agreements must clearly state which party to the agreement is responsible for damage or loss to property or injury to others. Many questions arise as to which party will be responsible for what actions.

For example:

- Who will have control of the property?
- Who will provide insurance?
- What insurance is needed and at what limits of liability?
- Is a hold harmless agreement needed?
- Which bonds, if any, should be required?

In order to protect the interests of the Archdiocese/Parish/Agency ("Church"), all contracts shall clearly state what the contractor will be responsible for in the event of a loss.

First, a hold harmless agreement or clause shall be included in the contract. This clause will clearly define that the contractor agrees to defend, indemnify and otherwise hold the Church harmless from any and all claims or suits arising out of the work that is being performed by the contractor. However, most states do not permit one party to assume the liability for another party's negligent acts. Templates are included with this policy, but before these forms are utilized, they must be reviewed and approved by legal counsel.

Second, proof of insurance must be required for all appropriate coverages and adequate limits. This proof is usually obtained via a certificate of insurance which is commonly issued by the insuring agent or carrier. This certificate will be sufficient proof that valid and adequate coverages are in force at the time the contract is accepted. Further, the certificate holder will also be notified, usually within thirty days prior to cancellation, in the event the party fails to pay or renew the policy. Also, the contractor must name institution, i.e. parish, as well as the Roman Catholic Church of the Archdiocese of New Orleans, as an additional insured on the certificate.

This will eliminate any confusion and/or expenses on behalf of the Church after a loss does occur.

To demonstrate the effectiveness of the procedure outlined above, we will use a hypothetical situation and discuss the ramifications.

Assume that a local parish arranges with a local plumbing company to perform a plumbing project worth \$10,000. The plumber negligently starts a fire that causes \$500,000 worth of damage.

Case Scenario #1

The contractor is uninsured or has a policy that was cancelled prior to the loss and has little if any assets. No written agreement or certificates of insurance were obtained. This, of course, would be a worst case scenario in that the parish would suffer and bear the entire \$500,000 loss.

Case Scenario #2

A written agreement is executed containing a hold harmless clause. The contractor has a general liability policy with limits of \$100,000. A certificate of insurance naming the parish as an additional insured was not obtained. After much time and expense, the parish was finally able to obtain payment from the contractor's carrier in the amount of \$100,000 leaving the parish with the remaining \$400,000.

Case Scenario #3

The local parish obtains a written contract with an appropriate hold harmless clause. Further, a certificate of insurance is obtained from the contractor naming the parish and the archdiocese as "additional named insured". The certificate shows the contractor has coverage through Company X with limits of liability of \$1,000,000. After the claim is presented with evidence of the contractual arrangement, certificate of insurance and additional named insured, Company X agrees to handle the loss from inception and ultimately pays the entire loss of \$500,000.

Although these situations are purely hypothetical, the process is very much handled in this fashion. By following the procedure previously outlined, the Church has taken every step to protect their assets, avoided unnecessary delays, expenses and inconvenience.

In addition to the risk of damage to the property and bodily injury to others, the Church would also be exposed to possible claims and suits by the employees of the contractor. Therefore, it is of utmost importance that the certificate of insurance also verifies that worker compensation coverage is in existence as well as including the hold harmless clause in the agreement. Without these assurances, the property owner could be held to owe worker's compensation benefits or be exposed to a lawsuit presented by the injured employee of the contracting company.

The following is a breakdown of the coverages and limits that shall be required on all *construction projects*:

A. Comprehensive General Liability

A combined single limit (CSL) of liability with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate for both bodily injury and property damage.

Additional endorsements shall include:

- Completed operations
- Underground explosion and collapse
- Contractual liability
- Independent contractors
- Comprehensive form
- Broad form property damage
- Personal injury

B. Automobile

Coverage shall be shown for any and all owned vehicles with CSL of \$1,000,000.

Please note the underlying coverages for the above two lines can be less than \$1,000,000 as long as an excess liability policy is in force which would provide limits at or above \$1,000,000.

C. Worker's Compensation and Employer's Liability

Coverage shall be carried as required by applicable state law.

Leases and Rental Agreements

When entering into any lease or rental agreement with a non-parish group for archdiocesan or parish facilities, a written agreement outlining responsibility for liability must be part of the rental or lease process. The leasing or renting party must assume all liability.

Archdiocesan General Counsel, Wendy Vitter, the Department of Financial Services, Property Management and the Insurance Office must *review* all building lease or rental agreements *before signed*.

All leases and rental agreements of parish or archdiocesan property must be *approved* by the Executive Director for Financial Services before such leases or agreements are finalized.

All leases and rental agreements with movie or theatrical companies must be *approved* by the Vicar General before such leases or agreements are finalized. Information on the movie script will need to be provided.

After following the review procedure outlined in this policy, send a copy of the Lease or Rental Agreement, complete with Certificate of Insurance to the Insurance Office, Vicar General and Property Management Office. The parish/agency (use legal corporate name) and The Roman Catholic Church of the Archdiocese of New Orleans must be named as additional named insured on the tenants' policies.

1. Types and amounts of insurance required.
 - a. Lessee shall procure, pay for, and maintain the minimum insurance coverage set forth below for the entire term of this agreement. All insurance coverage is subject to the approval of the Archdiocese of New Orleans and shall be issued by an insurance company with an A.M. Best rating of A- : VI or better.

- b. Commercial General Liability Insurance (Broad Form) to protect against liability claims for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Workers' Compensation Insurance and Employers Liability Insurance in accordance with the statutes of Louisiana covering the requirements for all of the Lessee's employees performing duties under the lease Agreement. Employers' Liability coverage must have a minimum limit of liability of \$500,000 per occurrence. *This requirement is waived if facility is rented for non-business use.*
 - d. Automobile Liability and Property Damage Insurance covering, but not limited to, hired and non-owned vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, death, and/or property damage. *This clause shall be waived if Lessee does not or is not providing transportation for its guests or employees.*
 - e. Lessee who conducts programs involving minors must ensure they have appropriate physical and/or sexual abuse and molestation coverage with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate and/or that such coverage is not specifically excluded under their policies. *This coverage is not required if lessee's program or use of property does not involve minors.*
 - f. The Roman Catholic Church of the Archdiocese of New Orleans, the parish or agency *corporate name*, their members, officers, directors, volunteers, and employees shall be named as additional insureds under the Commercial General Liability insurance policy, Automobile Liability policy and Sexual Misconduct policy. The policies must be endorsed to provide these.
 - g. The certificate must state that the Lessor (Certificate Holder) will receive 30 days written notice from the insurer in the event the policy is cancelled, materially changed or terminated.
 - h. Proof of insurance shall be delivered to The Roman Catholic Church of the Archdiocese of New Orleans and the parish/agency within thirty (30) days following the date of execution of any lease agreement or prior to Lessee's use of the premises, whichever is earlier.
 - i. Use of Your Location's Name: Lessee must not use the name of The Roman Catholic Church of the Archdiocese of New Orleans or the parish/agency, their marks or logos, in any advertisement material, brochure, mailers, internet sites or any similar item in a manner that implies that the Church is a sponsor, co-sponsor, or in any way affiliated with the Lessee's event beyond reference of event location without written approval from the Lessor.
2. We would further ask that you screen any entities that wish to lease your property to ensure their intended use would not in any way conflict with church teaching.

Special Events Coverage

Agreements for the use of archdiocesan property for a one-time event or for part-time use of archdiocesan property (such as the use of a school gym, the meeting of a non-church club, a weekly class, etc.) need not be approved by the Executive Director for Financial Services, but must have the appropriate insurance coverage required by the Archdiocesan Insurance Office as outlined above. The Archdiocesan Insurance Office must be contacted before such use to ensure appropriate insurance coverage is in place or to request placement of Special Events Coverage.

Special Events Coverage may be purchased in lieu of requiring insurance from the user. Special Events Coverage is also available for high risk parish/school/agency events such as parish fairs. This coverage can be obtained by contacting the Catholic Mutual Office at 504-527-5760.

Facility Usage and Indemnity Agreement

The Facility Usage and Indemnity Agreement must be used when non-parish sponsored or affiliated groups use parish facilities on short-term basis such as one day or a week. The Church also has a significant exposure when their facilities are either rented on a short term basis or used by outside organizations with or without a rental charge. The user must present a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. This certificate of insurance must name your parish/agency and the Roman Catholic Church of the Archdiocese of New Orleans as an additional insured. It is not adequate to obtain a certificate of insurance that 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/school/agency sponsored activity, the following questions would be asked to further determine if a group is parish/school/agency sponsored and eligible for coverage.

1. Did the parish/school/agency have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish/school/agency accounts?
3. Was the function or group open to all parish/school/agency members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish/school/agency or provide a social service on behalf of the parish/school/agency?
5. Was a teacher or leader of the group a parish/school/agency 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/school/agency sponsored. Accordingly, that group must sign the Facility Usage Indemnity Agreement and supply the parish/school/agency with the necessary insurance documentation.

The following groups are examples of non-parish sponsored or affiliated groups that shall sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, Knights of St. Peter Claver, American Legion or similar organizations that use parish/school/agency facilities for meetings or fund raisers.
2. AAU sport teams or non-parish/school/agency sponsored sport classes/clinics.
3. Parishioner or non-parishioner families that rent or use parish/school/agency 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 Events Coverage” through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.

4. Any other organization, municipality or civil parish organization that uses a parish/school/agency facility for a meeting or function that is non-parish/school/agency sponsored.

Employment Contracts

No employment contracts are allowed outside of principal/teacher contracts without approval of the Vicar General.

Professional/Medical/Counseling Contracts

Many parishes/agencies are involved with Parish Health Fairs or Nurse Health Ministry Programs. The self-insurance coverage the archdiocese has in place *does not* provide for Medical Malpractice. Therefore, it is our preference that information only be disseminated at Health Fairs. However, the archdiocese does have incidental medical malpractice coverage which covers the following:

Incidental Medical Malpractice, which means,” injury arising out of the rendering of or failure to render, during the certificate period, the following services:

Medical Screening, or screening related services or nursing service provided on behalf of the *Certificate Holder* and/or *Protected Person(s)* or treatment or the furnishing of food or beverages in connection therewith.”

Medical Screening - means *non-invasive* inspection and examination of the body utilizing such instruments as the stethoscope, blood pressure apparatus, otoscope and audio/visual testing.

As long as screening is done by an R.N. or someone with a lesser classification, i.e. **not falling within the definition of a Medical Professional**, you are protected under the Incidental Medical Malpractice.

Medical Professional - means including but not limited to, physicians, psychiatrists, physician assistants, pharmacists, optometrists, ophthalmologists, anesthesiologists, including nurse anesthesiologists, nurse practitioners, advanced registered nurse practitioners, nurse midwives, xray therapists, radiologists, chiropodists, chiropractors, podiatrists, acupuncturists, medical interns, externs or residents, paramedic/emergency medical technician, dentists, orthodontists, dental hygienists, endodontists, periodontists, and any individual licensed to prescribe medication or admit to hospitals.

Contracts shall be established with any individuals or organizations falling under the definition of a ***medical professional***. Please see the attached template titled Defense, Hold Harmless and Indemnity Agreement for use with Health Care Institutions.

If your program involves Flu Shots, please use the release attached with this policy.

Examples of Typical Contracts with no dollar amount or under \$10,000

- Rock climbing walls (sometimes rented for a parish/school fun day.)
- Use of pools
- Bus leases for field trips
- Bands (see attached contract template from Denechaud & Denechaud)
- Municipality permits
- Amusement Ride companies (see attached template from Denechaud & Denechaud). Do not use ride company contract.
- Vendor contracts (see attached vendor hold harmless agreement)
- Inflatable contracts
- Castine Center (we place Special Events Coverage for this facility)
- Pontchartrain Center (we place Special Events Coverage for this facility)
- Alario Center (we place Special Events Coverage for this facility)
- Gym Rental
- Morial Convention Center

Templates

The following contracts are usually templates that the service provider will not agree to change. In that case, please use the Catholic Mutual Addendum to Service Contract.

- Sprinkler systems
- Fire extinguishers
- Hood systems
- Fire Alarm System
- Air Conditioning System
- Termite Contracts
- Copy Machine Contracts
- Telephone System Contracts

Field Trips

Field trips also present liability situations involving the Church and their properties such as schools. Therefore, we have included various forms that may be used for these types of situations.

Our objective is not to make it difficult to plan and conduct field trips, as we recognize the importance of such activities in the education process. Our goal is to provide a safe environment for all field trip participants and to evaluate any foreseeable liability exposure or hazardous conditions in an attempt to prevent accidents and unnecessary litigation.

Miscellaneous Liability

There are numerous other liability situations involving the Church and their properties such as schools. Various forms may be used for those types of situations. If you would like any special or additional forms, please contact Catholic Mutual for this information. The information and forms provided are required guidelines, but if necessary may be adapted to any situation. In the event any adaptation is necessary, please contact Wendy Vitter.

INDEX OF FORMS

SAMPLE CONTRACTS & ADDENDUMS

- Addendum to Service Contract
- Addendum to Contract
- Construction Agreement for contracts under \$10,000
- Independent Contractor Agreement
- Facility Usage/Indemnity Agreement
- Unaffiliated Organization Agreement
- Swimming Pool Facility Lease
- Field Trip Forms

HEALTH MINISTRY/HEALTH FAIRS

- Defense, Hold Harmless and Indemnity Agreement for use with Health Care Institutions

PARISH FAIRS/ENTERTAINMENT CONTRACTS

- Guidelines for Parish Festivals
- Ride Company Agreement/Performance-Band Agreement Summary
- Ride Company Agreement Template
- Entertainment/Band Contracts Summary
- K & K Bands & Performing Groups Application for Coverage
- Performance Agreement for Entertainers/Bands Template
- Archdiocese of New Orleans Policy for the Distribution and/or Sale of Alcoholic Beverages Introduction and Rationale
- Use of Inflatable Bounce Houses
- Inflatables/Bounce House Rules
- Inflatable Agreement Template
- Portable Climbing Walls
- Climbing Walls
- Equipment Safety Guidelines

SPECIAL EVENTS COVERAGE

- What is Special Events Coverage?
- K & K Special Events Applications

CONTRACT INFORMATION

- How Do I Know If My Parish Has Been Named As An Additional Insured?

LIST OF LEGAL NAMES OF INCORPORATED PARISHES



ADDENDUM TO SERVICE CONTRACT

Typically, when organizations are entering into a contract with a servicing vendor or having a small construction project completed, a written contract or agreement is signed with the contractor/service provider. Many of these contracts are clearly written in favor of the service provider or small contractor. Unfavorable language typically restricts your and Catholic Mutual's right to recover damages when the loss or damage was directly caused by the negligence of the contractor/service provider.

In an effort to reduce your exposure to loss or damage caused by a negligent contractor/service provider, the Addendum to Service Contract should be attached to contracts or agreements with contractors/service providers performing work at your facilities. The Addendum to Service Contract should be utilized in the following situations:

1. When your organization enters into an agreement or contract for small contractor jobs that are under \$10,000 or the threshold of the Archdiocese of New Orleans Construction Contract Review Policy. It is also important that your organization verify that these contractors/service providers have liability insurance covering their operations.
2. When your organization enters into an agreement or contract with a company providing maintenance services for fire extinguishers, hood systems, sprinkler systems, elevators, fire alarm systems, security systems, heating/cooling equipment, etc.
3. When your organization enters into an agreement or contract with a soft drink/snack machine vendor that has machines located in your facilities.
4. When your organization enters into an agreement or contract with a company providing regular maintenance on business equipment such as copy machines, fax machines, computer equipment, etc.
5. Any other agreement similar to those listed above.

By attaching the Addendum to Service Contract to the agreement/contract, you will satisfy needed insurance requirements. If the Addendum to Service Contract is not attached to the agreement or contract with a contractor/service provider, the wording of the addendum should be incorporated into the contract developed by the parish and the contractor/service provider. It is important to always verify that the contractor/service provider has provided a certificate of insurance showing evidence of general liability coverage.

Should you have any questions regarding this information or have questions regarding a specific contract or service agreement, please contact Catholic Mutual at 504-527-5760.

ADDENDUM TO SERVICE CONTRACT

GENERAL LIABILITY INSURANCE: While CONTRACTOR/SERVICE PROVIDER is performing operations at/for PARISH/SCHOOL/AGENCY, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million aggregate (\$2,000,000). It is further agreed that the CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers.

ADDITIONAL INSURED: CONTRACTOR/SERVICE PROVIDER agrees to provide a certificate of insurance to the PARISH/SCHOOL/AGENCY which will name the PARISH/SCHOOL/AGENCY and THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS as an additional insured on CONTRACTOR/SERVICE PROVIDER liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTOR/SERVICE PROVIDER, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. CONTRACTOR/SERVICE PROVIDER must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH. If and only if CONTRACTOR/SERVICE PROVIDER fails to fulfill the insurance requirements contained in this addendum, then CONTRACTOR/SERVICE PROVIDER agrees to defend, hold harmless and indemnify the PARISH against and from any claim or cause of action arising out of the construction project which is alleged against the PARISH, even if such claim or cause of action arose from the negligence of PARISH/SCHOOL/AGENCY, its employees or volunteers or another party not named to this contract.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

EVIDENCE OF INSURANCE: CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH/SCHOOL/AGENCY.

NO WAIVER OF SUBROGATION: PARISH/SCHOOL/AGENCY does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. PARISH/SCHOOL/AGENCY and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR/SERVICE PROVIDER and PARISH/SCHOOL/AGENCY agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR/SERVICE PROVIDER and PARISH/SCHOOL/AGENCY that contain language in contradiction with this contract. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and PARISH/SCHOOL/AGENCY agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER:

PARISH/SCHOOL/AGENCY:

BY: _____
NAME

(PARISH/SCHOOL/AGENCY is understood to include the Roman Catholic Church of the Archdiocese of New Orleans)

NAME

DATE

DATE

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to Parish/School/Agency (Parish/School/Agency Use Only): This Addendum to Service Contract stands on its own as a legal contract between PARISH/SCHOOL/AGENCY and CONTRACTOR/SERVICE PROVIDER should this addendum not be incorporated or attached to a contract. (Revised 07/2012)



CONSTRUCTION AGREEMENT

DISASTER ASSESSMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand and _____ by and between

(hereinafter referred to as "Owner")
and

(hereinafter referred to as "Contractor")

WITNESSETH:

In consideration of the mutual covenants and promises herein set forth below, the parties agree as follows:

1. Contractor shall provide all necessary labor, supervision, equipment, tools and materials to

In accordance with Contractor's attached proposal dated _____,

2. Contractor shall begin work within ten (10) days after the issuance of the building permit or on _____ and shall complete the same within _____ (____) calendar days from the start date unless time must be extended due to inclement weather, act of God, or any delays caused by parties outside the control of the Contractor, which extensions must be approved by the Owner in writing. Such approvals shall not be unreasonably withheld.
3. Contractor shall comply with all laws, ordinances, and regulations affecting construction of the project and shall secure and pay all required fees of governmental bodies having jurisdiction over the project and all costs for permits and licenses necessary for the performance of the work pertaining to this agreement.
4. Contractor shall perform the work in a manner consistent with industry standards, to the satisfaction of the Owner and in conformity with the standards and regulations of governmental bodies having authority and the proposal, incorporated herein by reference in Paragraph 1.
5. Contractor shall repair and correct to the Owner's satisfaction, at the Contractor's expense, all defects in workmanship or materials arising within one year after completion of the work. Acceptance of the work by the Owner shall not impair this warranty obligation.
6. Contractor shall procure and maintain in full force and effect at all times during the performance of the work under this Agreement for not less than the following limits of liability, or required by law, whichever coverage is greater:
 - A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations

under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them.

- B. PUBLIC LIABILITY INSURANCE: While Contractor is performing services as defined under either No. 1 above or under Exhibit A – Scope of Services, on an Owner's project; Contractor shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall include not only general liability but also any divisions of coverage included in Subsection I herein and, in addition, shall also include, but not be limited to, any causes of action arising from the foregoing work to be performed but also from the sale and/or use of any salvage materials of any kind taken from the demolition of the aforementioned building by Contractor.
- C. AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage shall be maintained by the Contractor in the minimum amount of \$500,000 per person/\$1,000,000 per accident/\$500,000 property damage.
- D. WORKER'S COMPENSATION INSURANCE: Contractor shall maintain worker's compensation insurance as required by law.
- E. ADDITIONAL INSURED: Contractor agrees to provide a certificate of insurance to the Owner that will name the Owner as additional insured on Contractor's liability policy for claims arising out of Contractors' operations or made by Contractor's employees, agents, guests, customers, invitees or subcontractors or third parties, including but not limited to any persons or entities performing volunteer service for Contractor. Any policy of insurance shall be endorsed as such. The certificate shall also provide that the insurer shall provide written notice to the Owner of any cancellation or material change in the foregoing insurance fifteen (15) days prior to any such change or cancellation. The certificate must also verify such liability insurance policy is primary in the event of a covered claim or cause of action against Owner.
- F. INDEMNITY, DEFENSE AND HOLD HARMLESS. The Contractor agrees to defend, hold harmless and indemnify the Owner against and from any claim or cause of action of any kind whatsoever including property damage or personal injury (including but not limited to physical or emotional damages or economic loss of any type) brought by any person or entity, including but not limited to Contractor, its employees, agents guests, customers, invitees or subcontractors, or any volunteers or entity providing such volunteers arising out of negligence, intentional acts or any other fault of Contractor, its employees, agents, guests, customers, invitees or subcontractors, or any volunteers or any person or entity providing such volunteers or including but not limited to any operations at the site of the construction as well as any claims or causes of action arising from use of automobiles by Contractor, its employees, agents, guests, customers, invitees or subcontractors or any volunteers or persons or entities providing such volunteers to perform services for under this contract.
- G. SUBCONTRACTORS: Contractor shall be required to verify that all its subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance in the same amounts required of the Contractor. Furthermore, Contractor agrees to hold harmless, indemnify and defend the Owner for any claim or cause of action that was caused by the negligence, or other fault of subcontractor of the contractor.

- H. NO WAIVER OF SUBROGATION: Owner does not waive any rights of recovery against the Contractor or subcontractor for any damages that are covered by the Owner's property insurance coverage or builders' risk coverage.

- I. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1. Premises Operations (including X, C and U coverages as applicable)
 - 2. Independent Contractors' Protective
 - 3. Products and Completed Operations
 - 4. Personal Injury Liability with Employment Exclusion deleted
 - 5. Contractual
 - 6. Owned, non-owned and hired motor vehicles
 - 7. Broad Form Property Damage including Completed Operations

- J. The General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis only with an insurer with an A+ Best rating or better.

- K. The insurance required by Paragraph 6 shall be written for not less than any limits of liability specified in this Contract or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

- L. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Absent production of such certificates prior to commencement of the Work, this contract shall be null and void.

- M. SEVERABILITY PROVISION: If any paragraph or sentence of these provisions is deemed or is determined to be in conflict with local or state or national statutes, both Contractor and Owner agree that portions of the Contract in conflict with the statutes will be stricken from the Contract with the remainder of the Contract binding for both parties.

- N. The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims that may arise from operations under the Contract.

- O. The Owner shall provide Builder's Risk insurance for the project.

- P. The Contractor waives claims against Owner for damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputations, and for loss of profit.

- Q. The Contractor shall pay the cost of deductibles on Contractor-furnished policies

7. The Contractor shall not assign this Agreement or subcontract any portion of the work under this contract without the prior written consent of the Owner.

8. The Contractor shall submit monthly applications for payment to the Owner for the value of the work performed and materials furnished or stored on the job site, together with such supporting documentation as the Owner may request, including, but not limited to, evidence that all claims, bills, taxes, indebtedness, or costs incurred in connection therewith have been paid on a timely basis. Contractor shall, in addition thereto, with each application for payment, furnish releases or waivers of all liens for labor or materials from subcontractors, laborers, and suppliers in such form as the Owner shall require (except where Contractor has provided a performance and payment bond). Payment shall be made by the Owner to Contractor (or its subcontractors or suppliers directly if the Owner elects) within twenty-one (21) days after the application for payment is approved.

9. The cost of the work is (\$ _____) _____

10. Any deviations from the terms of this Agreement involving an extra charge or credit must be agreed to in writing before the change is made and evidenced by the Owner's written Change Order form signed by agents of both the Owner and the Contractor.

11. Contractor in performing the work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and the Owner reserves the right of inspection to ascertain that the work conforms to the requirements of this Agreement.

12. If for any reason the Contractor does not maintain a satisfactory work schedule as will, in the opinion of the Owner, complete the work on the completion date, or for any other breach of the terms of this Agreement, the Owner may terminate this Agreement and pay the Contractor the actual cost incurred on that portion of the work completed to the satisfaction of the Owner. Such payment shall fully discharge Owner obligations under this Agreement.

13. This Agreement in writing constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings or agreements concerning the subject matter hereunder are hereby canceled.

14. The laws of the State of Louisiana shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

OWNER:

CONTRACTOR:

By: _____

By: _____

Sample Only. Please contact Wendy Vitter at 504-861-6277
or wvitter@archdiocese-no.org

Independent-Contractor Agreement

1. _____, (hereinafter “Contractor”) appearing herein acknowledges that it has been retained as an independent contractor for _____ [SCHOOL NAME] _____ (hereinafter, sometimes, “School”), from _____ through _____ for the services to be performed as set forth herein. Contractor acknowledges that this Agreement does not constitute a hiring by either party and further agrees to be bound by the terms and conditions included herein.
2. It is expressly understood and agreed between the parties that Contractor is an independent contractor and that neither it nor its employees are employees of _____ [SCHOOL NAME] _____ or of The Roman Catholic Church of the Archdiocese of New Orleans.
3. Contractor acknowledges that in the performance of each and every part of the services for which Contractor has been retained, it shall remain solely and personally liable for all labor in connection therewith and any and all damages which may be occasioned on account of negligence, intentional tort or fault of Contractor, its employees, agents, representatives or subcontractors in the performance of services to _____ [SCHOOL NAME] _____, whether the same be for personal injuries, property damages or monetary damages of any type. Further, Contractor releases and agrees to defend, indemnify and hold harmless _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans (hereinafter, sometimes, the “Archdiocese”) from any and all liability, claims or causes of action arising from Contractor’s performance of or failure to perform its

obligations pursuant to this Agreement and/or arising from the negligent and/or intentional acts and/or omissions of Contractor, its employees, agents, representatives and/or subcontractors, and whether causing property damage, death or personal injury, including but not limited to bodily injury and/or mental or emotional anguish.

4. Contractor further agrees not to hold itself out as an employee or agent of _____ [SCHOOL NAME] _____. Contractor shall have no authority to bind _____ [SCHOOL NAME] _____ or any of its members, directors, officers, or employees to any agreement or to make managerial or executive decisions that are binding on _____ [SCHOOL NAME] _____.
5. Contractor acknowledges that, as an independent contractor, the benefits provided by _____ [SCHOOL NAME] _____ to its employees are not available to Contractor or its employees. Contractor agrees that it shall be solely responsible for obtaining its own worker's compensation insurance, if any, and such other insurance as Contractor may deem necessary and/or appropriate, in its sole discretion, with Contractor hereby waiving and releasing all claims and causes of action of whatever nature that Contractor may have against _____ [SCHOOL NAME] _____ on account of not being adequately or properly insured.
6. Neither Contractor nor its employees shall be treated as any employee of _____ [SCHOOL NAME] _____ for federal or state tax purposes and, accordingly, _____ [SCHOOL NAME] _____ shall not withhold from Contractor's compensation as provided for herein any amount for taxes, including but not limited to any state and/or local income taxes, social security taxes and/or any other taxes or payments due and owing to any governmental entity. Contractor agrees that it shall be responsible to pay all applicable taxes on the compensation paid to Contractor and,

further, agrees to defend, indemnify and hold harmless _____ [SCHOOL NAME] _____ and/or The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims and/or suits of any kind arising from Contractor's failure to pay all applicable taxes on compensation paid to it and/or on compensation paid to Contractor's employees, agents, representatives and/or subcontractors.

7. If any part of Contractor's business with _____ [SCHOOL NAME] _____ involves ongoing unsupervised contact with minors, contractor agrees that it shall comply with all provisions of Archdiocese and Employee and Volunteer Screening Policy, including all background checks.
8. In the performance of the services herein contemplated Contractor is an independent contractor with the sole discretion and authority to control and direct the details of and the manner and means of its own services, with "School" being only interested in the results obtained.
9. Contractor agrees to abide by any and all policies of _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans.
10. Contractor shall maintain general liability insurance with minimum limits of \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000.00 in the aggregate during the term of this agreement. Such policy or policies shall name _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds, not merely as certificate holders, and any such policies must be endorsed to provide for such additional-insured status, as necessary. All such policies shall be primary to any insurance of and/or self-insurance of _____ [SCHOOL NAME] _____ or the Archdiocese and/or self-insurance program in which _____ [SCHOOL NAME] _____ or the

Archdiocese may participate. Further, such insurance shall not require waivers of subrogation of any kind by either _____ [SCHOOL NAME] _____ or the Archdiocese, and the policy or policies of insurance shall be endorsed as such. Notice of cancellation of or any material change in any applicable policy must be given by the insurer to _____ [SCHOOL NAME] _____ no less than thirty (30) days prior to the cancellation or change of any such policy at the address listed below for _____ [SCHOOL NAME] _____ with a copy to: Chief Financial Officer, Archdiocese of New Orleans, 7887 Walmsley Avenue, New Orleans, LA 70125.

11. Contractor shall not assign this agreement to any third party without the express, written consent of _____ [SCHOOL NAME] _____.
12. Contractor shall not enter into any subcontract with any third person or entity to perform the services contemplated herein without the express written consent of _____ [SCHOOL NAME] _____.
13. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Contractor and _____ [SCHOOL NAME] _____, whether written or verbal.
14. During the term of this Agreement, Contractor shall refrain from any acts which reflect unfavorably on _____ [SCHOOL NAME] _____ or the Archdiocese of New Orleans and shall comply with by any and all local, state and federal laws. Failure to do so in the sole discretion of _____ [SCHOOL NAME] _____ may result in immediate termination of this Agreement notwithstanding any other provision in this Agreement.
15. Either party to this agreement shall have the right to cancel this agreement upon thirty

(30) days written notice to the signatories to this agreement at their address listed below.

_____ [SCHOOL NAME] _____ shall have no obligation to compensate Contractor for any work, scheduled or not, after the lapse of the aforementioned thirty-day period.

Agreed on this ____ day of _____, 201__.

For the school:

By: _____

Print Name: _____

Address: _____

As to the Independent Contractor:

Print Name: _____

Address: _____

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non-parish or school 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/school 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/school with a certificate of insurance documenting general liability and vehicular liability coverage in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate. This certificate of insurance must name your parish/school and The Roman Catholic Church of The Archdiocese of New Orleans as 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/school sponsored or affiliated. In the event of an insurance claim involving a potential non-parish or school 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/school have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish/school accounts?
3. Was the function or group open to all parish/school members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish/school or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish/school 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/school sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish/school with the necessary insurance documentation.

SAMPLE ONLY.

Please email Wendy Vitter at wvitter@arch-no.org for copies or call 504-861-6277.

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH CORPORATION: _____

PARISH CORPORATION includes The Roman Catholic Church of the Archdiocese of New Orleans

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 CORPORATION and The Roman Catholic Church of the Archdiocese of New Orleans, its related entities, their members, directors, officers, archbishops, bishops, pastors, priests, principals, employees, agents, insurers, self-insurers and self-insurance administrators, against and from any and 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, associates corporations, invitees or guests, arising out of the above identified FACILITY USAGE at the above named PARISH CORPORATION, including for the failure to comply with any provision of this Agreement.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. FACILITY USER also agrees to have the PARISH CORPORATION and The Roman Catholic Church of the Archdiocese of New Orleans named as "Additional Insureds" on the foregoing general liability policy for the DATE(S) OF FACILITY USAGE for any and all claims which arise out of FACILITY USER'S operations or are brought against the PARISH or The Roman Catholic Church of the Archdiocese of New Orleans by FACILITY USERS, its 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 shall be primary in the event of a covered claim or cause of action against PARISH. The aforementioned general liability policy must be endorsed if and as necessary to meet foregoing requirements of endorsement and the policy's being primary in nature.

FACILITY USER agrees that if Usage involves ongoing unsupervised contact with minors, it shall comply with all provisions of Archdiocese and Employee and Volunteer Screening Policy, including all background checks.

FACILITY USER further agrees to abide by any and all policies of _____ Catholic Church, _____ Louisiana and The Roman Catholic Church of the Archdiocese of New Orleans as set out in the Policy Manual available online, as well as the teachings of The Roman Catholic Church, during period of Facility Usage.

SIGNED: _____
(Must be an official agent of FACILITY USER)
Printed Name: _____

SIGNED: _____
(Parish Corporation Representative)
Printed Name: _____

DATE: _____

DATE: _____

UNAFFILIATED ORGANIZATION AGREEMENT

The five questions on the Facility Usage/Indemnity Agreement provide guidance in identifying parish sponsored organizations that are eligible for coverage. Those that are not should sign the Facility Usage/Indemnity Agreement and provide a certificate of insurance naming the parish/school/agency and the Roman Catholic Church of the Archdiocese of New Orleans as an additional insured. This will greatly assist in reducing financial responsibility for a potential claim.

Unfortunately, non-sponsored groups add additional liability that is not completely eliminated by use of the Facility Usage/Indemnity Agreement. Non-sponsored groups or organizations bring added liability, even if they have their own insurance.

Groups such as Knights of Columbus, The Legion of Mary, Alcoholics Anonymous and St. Vincent de Paul to name a few, are typically not parish sponsored. However, they are often misinterpreted to be part of the parish or archdiocese. When this confusion occurs, the non-sponsored Catholic group may be legally determined to be part of the parish and/or archdiocese. The end result is that the parish and archdiocese becomes legally and financially responsible for the non-sponsored group's liabilities.

What should be done to limit your liability?

1. Require the non-sponsored group sign the attached "Unaffiliated Organization Agreement."
2. When possible, do not allow the group to use the parish name. Example: "St. Paul's Knights of Columbus". If the parish name must be used, follow the recommendation in 3 below.
3. Be careful how the group is represented verbally and in writing. When advertising an upcoming Knights of Columbus Pancake Breakfast in the parish bulletin, use a phrase similar to, "The Knights of Columbus are not part of and not acting on behalf of the parish or Arch/Diocese."
4. Avoid providing official direction to non-sponsored groups. It's okay to provide space, not direct instructions.

Non-sponsored groups can be an important part of parish and archdiocesan ministry. Use of the Unaffiliated Organization Agreement and the above tips will allow continued operation of these groups while decreasing liability. As always, contact Catholic Mutual's Risk Management Department at (504) 527-5760 with any questions.

UNAFFILIATED ORGANIZATION AGREEMENT

PARISH:

PARISH is understood to include the Roman Catholic Church of the Archdiocese of New Orleans

ORGANIZATION:

The undersigned, individually, on behalf of ORGANIZATION and on behalf of each member thereof, hereby agree with PARISH that in consideration for the ORGANIZATION's use of property owned or managed by the PARISH, as follows:

1. The ORGANIZATION is not a part of the archdiocese or any PARISH, is not affiliated or sponsored by the archdiocese or any PARISH and is not an agent of the archdiocese or any PARISH. The ORGANIZATION does not speak for or represent the archdiocese or any PARISH.
2. The archdiocese, any PARISH or their employees may provide spiritual support or spiritual direction to the ORGANIZATION or its members; however, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship.
3. The ORGANIZATION is not controlled by the archdiocese, any PARISH or any employee or agent thereof and neither the archdiocese nor any PARISH receive a direct, tangible or financial benefit from the ORGANIZATION's activities, other than any consideration given for the use of the property.
4. The ORGANIZATION is not a participant in and is not the beneficiary of financial protection provided by the Catholic Mutual Protected Self-Insurance program. The ORGANIZATION will not be indemnified by the PARISH or the archdiocese for liability arising from the ORGANIZATION's activities.
5. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other activity of the ORGANIZATION or its members, is not assumed and is expressly rejected by the archdiocese, the PARISH and Catholic Mutual.
6. The ORGANIZATION, but not its individual members, agrees to fully protect, defend and indemnify the archdiocese, the PARISH, Catholic Mutual and their employees and agents for any and all liability sustained as a result of activities of the ORGANIZATION, its members, or other ORGANIZATIONs or members acting on the ORGANIZATION's behalf.
7. Members of the ORGANIZATION understand that neither the PARISH, the archdiocese or Catholic Mutual waive any right they may have to seek indemnity from any individual member of the ORGANIZATION if that member's actions lead to a suit or claim against the PARISH, the archdiocese or Catholic Mutual.
8. This Agreement confers no right to use PARISH or archdiocese property. Permission to use PARISH or archdiocese property may be terminated at any time and shall be deemed terminated at the time use of the property discontinues; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.
9. The undersigned representative of the ORGANIZATION has authority to execute this Agreement and represents and warrants that it has advised every member of the ORGANIZATION of its contents.

ORGANIZATION PARISH

Dated: _____ Dated: _____

Signed: _____ Signed: _____

On Behalf of the ORGANIZATION

Witness: _____ Witness: _____

SWIMMING POOL FACILITY LEASE

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by **INSERT NAME OF COUNTRY CLUB/POOL OWNER** (hereinafter "Lessor") and **INSERT NAME OF SCHOOL/CHURCH/AGENCY, ADDRESS, CITY, STATE, ZIP CODE** (hereinafter "Lessee") regarding the Facility described as **INSERT ADDRESS OF COUNTRY CLUB/POOL OWNER** as described herein.

- 1) **Purpose:** The Facility shall be used by Lessee for swimming by Lessee's summer camp attendees, use of the restroom facilities during the term of the lease, including activities normally ancillary thereto.
- 2) **Term of Agreement:** The Agreement term shall commence on **INSERT MONTH, DAY, YEAR** and shall terminate on **INSERT MONTH, DAY, YEAR**.
- 3) **Facility:** The facility subject to lease consists of **INSERT DESCRIPTION OF POOL AREA, I.E. POOL 1 AND POOL 2** at **INSERT NAME OF COUNTRY CLUB/POOL OWNER** and restroom facilities.
- 4) **Rent:** As rent, Lessee shall pay Lessor the sum of **\$INSERT DOLLAR AMOUNT** per day for the foregoing **INSERT NUMBER OF DAYS/MONTHS, ETC.** for a total rent of **\$INSERT TOTAL DOLLAR AMOUNT**.
- 5) **Condition of Leased Facility:** During the term of the agreement Lessor shall keep the Facility in reasonable repair. The Lessor will perform any necessary repairs to insure that the Facility is in safe operating condition during the term of the lease. Lessee is not responsible for the condition of the Facility or for any damages that result from the condition of the Facility. If any part of the Facility is inaccessible due to mechanical failure, equipment failure or unsafe chemical imbalance, the parties agree that the Lessee will be reimbursed rent paid for that period of time.
- 6) **Lifeguard Supervision:** Lessor agrees that the Lessee's campers will be properly supervised at each pool by at least one Red-Cross certified lifeguard for each 15 children at all times during the term of the lease who will be employees of Lessor. The cost of two such lifeguard(s) is included in the hourly rental rate. If there is a need for additional lifeguards on any day, Lessor shall obtain those lifeguards and subsequently bill the Lessee at a rate of **\$INSERT RATE** per hour for each additional lifeguard obtained.
- 7) **Defense, Indemnity and Hold Harmless:**
Lessor agrees to defend, indemnify and hold harmless Lessee and The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from Lessor's performance of and/or failure to perform its duties under this contract and/or from the negligence and/or intentional acts of Lessor, its employees, contractors, agents and/or representatives.

Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from Lessee's performance of and/or failure to perform its duties under this contract and/or from the negligence and/or intentional acts of Lessee, its employees, contractors, agents and/or representatives.

Notwithstanding the foregoing, neither party shall be liable to the other party for consequential damages.

8) **Insurance:** Lessee participates in the self-insurance program of the Archdiocese of New Orleans. Lessee shall provide and maintain liability insurance against claims for property damage, bodily injury or death. Lessor shall be named as an additional covered entity. Lessee shall provide Lessor with a certificate of such insurance within thirty (30) days of the execution of the Agreement. The self-insurance described in the Certificate of Insurance shall not be cancelled or materially altered by Lessee without ten (10) days prior written notice to Lessor.

Lessor shall maintain at all pertinent times of this lease at its own cost and expense general liability insurance, including but not limited to premises liability insurance, in the amount of \$1 million per occurrence and \$2 million aggregate. Such insurance shall name St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana, and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds, not merely certificate holders, and the policy or policies of insurance shall be endorsed as such. Lessor shall provide Lessee with such certificate of insurance that is evidence of the foregoing prior to **INSERT MONTH, DAY, YEAR**. Such policy or policies of insurance shall contain no waiver of subrogation. Such policy or policies of insurance shall not be canceled or materially altered by Lessor without ten (10) days prior notice to the Lessee. Otherwise, this agreement shall be null and void, and, further, Lessee shall be entitled to a return of any funds and/or deposits previously provided to Lessor and shall not be responsible for any further costs and/or expenses.

Lessor further agrees during the term of this agreement to maintain at its own cost and/or expense all necessary insurance for its employees, including but not limited to workers' compensation, employer's liability, disability and/or unemployment insurance.

9) **Notice:** Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Lessor: **INSERT NAME OF COUNTRY CLUB/POOL OWNER**
INSERT ADDRESS OF COUNTRY CLUB
INSERT CITY, STATE, ZIP CODE

To Lessee: **INSERT NAME OF LESSEE**
INSERT ADDRESS OF LESSEE
INSERT CITY, STATE, ZIP CODE

Attn: **PASTOR, PRINCIPAL, AGENCY ADMINISTRATOR**

With a copy to:

Very Rev. Patrick Williams, V.G.
Archdiocese of New Orleans
7887 Walmsley Avenue
New Orleans, LA 70125

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may change its address by notice.

10) **Legal Relationship:** The parties to this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefitted by the Agreement.

11) **Applicable Law:** This Agreement shall be governed and interpreted in accordance with laws of the State of Louisiana.

12) **Entire Agreement:** The Facility Lease contains the entire agreement of the parties hereto and supersedes all of the previous understandings and agreements, written and oral, with respect to the transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility of regarding the terms of the Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written agreement executed by Lessor and Lessee.

This Agreement is made effective on the day of **INSERT MONTH, DAY, YEAR.**

LESSOR:

LESSEE:

By _____
**INSERT NAME OF COUNTRY CLUB/
POOL OWNER**

By _____
INSERT NAME OF LESSEE

Signature _____

Signature _____

(Rev. 07/2012)

FIELD TRIP FORMS

INSERT NAME OF PARISH/SCHOOL/AGENCY, CITY, LOUISIANA
MEDICAL INFORMATION AND CONSENT FORM

GENERAL INSTRUCTIONS TO PARENTS/GUARDIANS:

1. Please take care filling out this form. It provides crucial information for caregivers in the event of illness or medical emergency. Accuracy and thoroughness are encouraged.
2. Sections, I, II and V are mandatory. Sections III and IV provide you with treatment and options in non-emergency situations.

Participant's name: _____

Birth date: _____

Parent/Guardian's name: _____

Home address: _____
(Street) (City/State) (Zip)

Home phone: _____ Cellular phone: _____

Business phone: _____ Other: _____

SECTION I. MEDICAL MATTERS

As the parent/legal guardian of the above named child, who is currently associated with **INSERT NAME OF YOUR SCHOOL**, which is owned and operated by **NAME OF YOUR PARISH/CHURCH** (hereinafter "**INSERT NAME OF PARISH**"), I hereby authorize **INSERT NAME OF TEACHER/SUPERIVOR OF TRIP** or her/his assistants to carry out the directives I have given in regard to emergency medical treatment and other cases of illness. This authorization inclusively extends from **INSERT DATES**. I hereby warrant that, to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child.

Signature: _____

Today's Date: _____

SECTION II. EMERGENCY MEDICAL TREATMENT

In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if you are unable to reach me at the numbers listed herein, contact:

Name & relationship: _____

Phone: _____ Family doctor: _____ Phone: _____

Family Health Plan Carrier: _____ Policy #: _____

Signature: _____ Date: _____

SECTION III: OTHER MEDICAL TREATMENT

In the event it comes to the attention of the parish, its officers, directors and agents, and **INSERT NAME OF CHURCH/SCHOOL/AGENCY**, chaperones, or representatives associated with the activity that my child becomes ill with symptoms such as headache, vomiting, sore throat, fever, diarrhea, I want to be called collect (with phone charges reversed to myself.)

SECTION IV: MEDICATIONS
(SIGN ONLY THOSE OPTIONS THAT ARE APPLICABLE)

- My child is taking medication at present. My child will bring all such medications necessary, and such medications will be well labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows:

Signature: _____ Date: _____

- I hereby grant permission for non-prescription medication (such as aspirin, throat lozenges, cough syrup) to be given to my child, if deemed appropriate.

Signature: _____ Date: _____

- NO medication of any type, whether prescription or non-prescription, may be administered to my child unless the situation is life-threatening and emergency treatment is required.

Signature: _____ Date: _____

SECTION V: MEDICAL INFORMATION

The parish will take reasonable care to see that the following information will be held in confidence.

Allergic reactions (medications, foods, plants, insects, etc.):

Immunizations: date of last tetanus/diphtheria immunization: _____

Does child have a medically prescribed diet? _____

Any physical limitations: _____

Is child subject to chronic homesickness, emotional reactions to new situations, sleepwalking, bed-wetting, fainting? _____

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chickenpox, etc? _____ If so, date and disease or condition: _____

You should be aware of these special medical conditions of my child:

**INSERT NAME OF CHURCH/SCHOOL/AGENCY,
INSERT CITY, LOUISIANA
PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER**

Participant's name: _____

Birth date: _____ Sex: _____

Parent/Guardian's name: _____

Home address: _____

Home phone: _____ Business phone: _____

I, _____, grant permission for my child, _____, to participate in this parish/school activity that may require transportation to a location away from the parish site. This activity will take place under the guidance and direction of employees and/or volunteers from **INSERT NAME OF CHURCH PARISH, INSERT CITY**, Louisiana. A brief description of the activity follows:

Type of event: _____

Location(s): _____

Individual in charge: _____

Duration of activity: Date: _____ Time: _____

Mode of transportation to and from event: _____

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above named minor ("participant").

I confirm that there are no necessary changes to the Medical Information Consent form for my child that I completed at the beginning of this school year. If there are any necessary changes, I will complete another Medical Information Consent form.

I agree on behalf of myself, my child named herein, and my spouse, our heirs, successors, and assigns, to indemnify hold harmless and defend **INSERT NAME OF YOUR PARISH, INSERT CITY**, Louisiana and The Roman Catholic Church of the Archdiocese of New Orleans, their members, directors, officers, employees, agents and representatives associated with the event arising from or in connection with the negligence and/or intentional acts of my child.

Signature: _____ Date: _____

ADULT LIABILITY WAIVER

In addition to the Medical Information and Consent form, each adult participant, including volunteers, group leaders and chaperones, must sign this form.

RELEASE OF LIABILITY

I, _____, agree on behalf of myself, my heirs, assigns,
Full Name

executors, and personal representatives, to defend, to hold harmless and indemnify **INSERT NAME OF CHURCH PARISH/SCHOOL/AGENCY, CITY**, Louisiana, and The Roman Catholic Church of the Archdiocese of New Orleans, their members, directors, officers, agents, employees, or representatives from any and all liability claims, loss or damage arising from my negligent and/or intentional acts during my participation in the event described below.

Type of Event: _____

Destination of Event: _____

Sponsoring Agent: _____

Estimated time of departure and return: _____

Mode of transportation to and from event: _____

Signature

Date

Print Name

DEFENSE, HOLD HARMLESS AND INDEMNITY AGREEMENT

HEALTH CARE INSTITUTION: _____

TYPE OF HEALTHCARE SERVICE(S): _____

LOCATION: _____

DATES OF SERVICE: _____

In consideration of the non-profit corporation _____,
(Location Name)
_____, Louisiana's providing space to HEALTH CARE INSTITUTE, as noted
(City)
above, free of charge to perform certain services to the general public, the above-named HEALTH CARE
INSTITUTE agrees to defend, hold harmless and indemnify _____ and
(Location Name)

The Roman Catholic Church of the Archdiocese of New Orleans from and against any and all claims arising from the negligence, intentional acts or fault of any type or kind of the HEALTH CARE INSTITUTE, its directors, officers, employees, volunteers, nurses, and/or other medical professionals, in correction with the performance of the type of healthcare services set forth above.

The above name HEALTH CARE INSTITUE agrees to provide a certificate of insurance to
_____, Louisiana, that provides
(Location Name) (City)
evidence of workers compensation insurance, general liability coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate and medical professional liability coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. HEALTH CARE INSTITUTE also agrees to have

_____, Louisiana, and The
(Location Name) (City)

Roman Catholic Church of the Archdiocese of New Orleans named as "Additional Insured's" under the aforementioned policies, not merely as certificate holders, for the healthcare services provided at the above-named location and for any and all claims made by any patients, clients, employees, agents, volunteers, guests, customers, partners, family members, organizational members and associates, medical professionals and nurses. It is agreed that HEALTH CARE INSTITUTE also agree to ensure that its general liability and medical professional liability insurance policies will be primary in the event of a covered claim or cause of action against the PARISH

HEALTHCARE INSTITUTE further agrees to provide to _____,
(Location Name)
_____, Louisiana, a certificate of insurance evidencing the forgoing prior to
(City)
beginning any healthcare services at _____.
(Location Name)

Health Care Institute Date: _____

Signature: _____
Print Name: _____
Title: _____
(Must be signed by officer or principle of Health Care Institute)

(Representative of parish/school/agency) Date: _____



ARCHDIOCESE OF
NEW ORLEANS

Guidelines for Parish Festivals

INTRODUCTION

The following safety and insurance guidelines are designed to assist festival committees in the planning and management of parish festivals. These guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish festivals. Catholic Mutual has much additional information available on specific parish festival safety issues. Please feel free to contact our Risk Management Department at (504) 527-5760 or toll free at (877) 527-5799 to request additional information or receive a clarification on items in this handout.

FESTIVAL SUPERVISION

Good planning and supervision are the foundation for holding a successful parish festival. Parishes should have a festival chairperson that is responsible for communicating all policies and procedures to parish festival workers. In addition to a festival chairperson, each operational area of a parish festival should have a supervisor. As with the festival chairperson, the supervisor's responsibility will be to alert parish festival workers of policies and procedures. It is strongly recommended that parishes develop written guidelines for the operation of their festivals which are handed out to all volunteer supervisors and workers. It is our experience that many problems occur at festivals when policies and procedures are not formalized and communicated to the proper individuals. On the contrary, we have found that parishes that utilize and implement a well-organized plan have a successful and safe parish festival.

CERTIFICATES OF INSURANCE AND VENDOR AGREEMENT

The Parish Festival Vendor Hold Harmless/Indemnity Agreement should be signed by vendors who provide services at parish festivals. The Parish Festival Vendor Agreement must be signed by the following types of parish festival vendors:

1. Ride and game vendors
2. Tent companies
3. Security companies
4. Suppliers of large quantities of food
5. Vendors who provide medical services

The Parish Festival Vendor Agreement requires the festival vendor to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. The certificate of insurance must name your parish and the

Roman Catholic Church of the Archdiocese of New Orleans as an additional insured. It is not adequate to obtain a certificate of insurance from a parish festival vendor which names the parish as a "certificate holder."

WHAT IS AN ADDITIONAL INSURED?

Many parish festival chairpersons have a difficult time determining whether or not a parish festival vendor has actually added the parish and the (Arch)Diocese as an additional insured. Attached is a handout entitled *How Do I Know If My Parish Has Been Named As An Additional Insured?* This handout will provide you with the criteria to determine whether or not a parish festival vendor has provided you with a certificate of insurance, which actually names the parish as an additional insured.

DO NOT SIGN CONTRACTS WITHOUT APPROVAL

It is very important to read a contract before signing it. It is equally important to understand what the contract says. For this reason, Catholic Mutual and the Archdiocese of New Orleans has a contract review policy. Contracts in which a parish signs which contain hold harmless, indemnity, or similar insurance wording must be reviewed by Catholic Mutual, Wendy Vitter and the Department of Financial Services. Also, contracts must be signed by an officer of the corporation, which is usually ONLY the pastor.

In the past, there have been many contracts which parishes have signed relating to parish festivals, which have contained very unfavorable wording. Most of the unfavorable contracts contained hold harmless and indemnity wording that required the parish to pay for any type of claim which happened during the parish festival. Since the insurance program does not cover any type of claim that ever happens, parishes that signed these types of contracts were actually risking parish assets.

Another type of unfavorable contract commonly signed by parishes is a contract requiring the parish to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish has agreed to pay for damage to the equipment regardless of how it happens, even if the damage was due to natural causes such as wind or lightning. The insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A contract should never be signed, which contains wording as described above. It is only acceptable to accept responsibility for claims or property damage which the parish would be legally responsible for in the absence of the contract. Remember that no matter how small a contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish is risking severe financial burden if a liability claim or property damage occurs. To ensure that Catholic Mutual has adequate time to review a contract, please allow at least ten (10) business days for review. When signing of a contract before it has been approved is a necessity, write on the contract, "***This contract is contingent upon the approval of our insurance company representative.***" This will allow you to void the contract if necessary.

SAFETY ON FESTIVAL GROUNDS

Most claims associated with parish festivals result from trips, slips and falls on parish grounds. Many of these accidents can easily be prevented with proper planning and periodic inspections of the grounds during the festival. Below we have identified some common physical safety hazards at festivals, along with suggestions to alleviate the safety hazard and greatly reduce the parish's liability in the event of an accident.

- **Electrical cords and hoses** - Electrical cords and hoses in walkways present a common trip hazard at parish festivals. Vinyl cord and hose protectors should be used to combat these trip hazards and reduce the parish's liability. Other ways of dealing with these trip hazards are taping or tacking down the loose cords and hoses or placing orange cones at either end of a cord or hose extending across a walkway to identify its presence by making it more obvious.
- **Lighting** - As the majority of parish festivals extend into the evening hours, adequate lighting is essential to reduce the parish's liability in the event of an evening fall. The festival grounds should be well lit as well as parking areas provided by the parish. Temporary lighting may need to be installed to ensure adequate lighting.
- **Tent stakes and ropes** - Tent stakes and ropes should be marked with orange flags to identify their presence. In the event that an individual trips over a tent stake or rope, the presence of an orange flag will greatly reduce the parish's liability.
- **Debris on grounds** - Many accidents occur when people slip on food or litter while on festival grounds. Although it is difficult to completely eliminate this problem, plenty of trash receptacles should be provided. These receptacles should be periodically emptied to ensure that festival patrons have an area to discard litter. In addition to providing trash receptacles, the grounds should be periodically inspected and cleaned where needed to make sure undesirable amounts of litter are not accumulating on the grounds.

SECURITY

Parish festivals need a security plan. Formal security is necessary, as parish festivals deal with large amounts of money and high volumes of people. It is highly recommended that parishes utilize security rental agencies. When hiring private security, be sure to check references and verify that you have hired a reputable security company. Once a security company is hired, allow the company to manage and supervise their own employees. Remember that the security company is a professional organization with experience in providing security at events such as your parish festival.

When confrontations between festival patrons occur, allow security personnel to handle these

types of situations. Parish festival volunteers are not trained to deal with these types of situations and in many cases make the situation worse. The parish can be held liable in cases where a festival worker attempting to break up a fight inadvertently causes an injury.

Security during non-festival hours is as important as security during festival hours. During time periods when the festival is not operating, vandalism and theft can occur on festival grounds. For this reason, it is highly recommended that security guards/detail officers be used during non-festival operating evening hours. In addition to private security, lighting is very important. Lighting should be maintained as a security measure even when the festival is not operating. The presence of night security guards and lights will greatly deter potential vandals and thieves.

PARKING

Parking is a concern for parish festivals. Similar to the actual festival grounds, injuries can occur in parking areas. Additionally, vehicles can be damaged or stolen.

Adequate lighting is perhaps the most important component for a safe parking lot. Often times, temporary lighting is needed to provide adequate lighting in a field or paved area that is not normally used during evening hours, but will be used for parking during a festival. Another concern is whether or not the parking area is level. Although vehicles are not usually damaged from an uneven surface, an even surface is necessary to ensure that people do not trip and fall while walking to and from their vehicles.

Although we can attempt to provide a well-lit parking lot, we cannot guarantee that a vehicle will not be vandalized or stolen. For this reason, we recommend posting signs at the entrance to lots indicating, *"The parish festival will not be responsible for damaged or stolen vehicles."*

Parking space must be made available for emergency vehicles. Additionally, there must be access routes to and from the festival and through parking lots for emergency vehicles to travel. When planning your festival, keep in mind that the fire department, police, or an ambulance service may need access to your festival if an emergency occurs.

MEDICAL SERVICES

As injuries do occur at parish festivals, it is very important that medical services be utilized to reduce the effects of the injury. This is very important from both a medical and legal standpoint. The type of medical service needed at a parish festival will vary by the size and type of activities at the festival. For small, family-oriented festivals, it would be adequate to simply have first aid supplies available in the event of injury. For festivals ranging from 500 to 1500 people, the festival should have a first aid station on festival grounds. For festivals that exceed 1500 people, parishes should seriously consider contracting with an outside vendor to provide on-site medical services.

First Aid stations should be visible and easily detected by an injured person and be equipped to deal with minor injuries such as cuts, abrasions, and sprains. When a major injury occurs, an ambulance should be called immediately. Whenever medical treatment is provided, it should be documented with a written record. If an individual that is injured denies medical treatment, a signed refusal of medical treatment should be obtained from that individual. Written documentation of patients should include a name, nature of injury, type of treatment, and the time.

Local police and hospitals should be alerted prior to a parish festival so these entities are aware of the possibility for the need of emergency medical services. Hospitals and emergency centers should be given relevant information such as the dates and hours of the festival, number of people anticipated at the festival, as well as the types of activities at the festival that could cause injuries. A contact person should be made available to emergency centers and hospitals and lists of 24-hour telephone emergency numbers should be made available to festival personnel.

ALCOHOL

Beer and wine coolers are sold at virtually all parish festivals. Parishes should be aware that they are potentially liable for property damage or injury claims resulting from individuals which become intoxicated at a parish festival. Specifically, parishes should be concerned with minors and making sure that people who are obviously intoxicated are not sold alcoholic beverages. Below are some recommendations that can reduce the parish's liability in the event of an alcohol related accident.

- Licensed bartenders should be present in the beer tent at all times.
- All bartenders should be at least 21 years of age and should not be allowed to consume alcohol while they are working behind the bar.
- A pre-existing plan should exist to handle individuals who have had too much to drink. The plan should include the necessary security needed to assist the bartender who is refusing service to an intoxicated individual. Also, an alternate method of transportation should be provided to individuals who feel they are too intoxicated to drive their vehicles. Identification should be checked to ensure that individuals under the age of 21 are not served alcohol. A good rule of thumb is to check the identification of any individual that appears to be under the age of 30.
- Alcohol should not be given away as a prize.

One of the following two set ups is highly recommended for the sale of beer:

1. "The Beer Garden" atmosphere - A fence should be placed around the perimeter of the tent providing a beer garden atmosphere. Security should be placed at both entrances and exits to the beer garden. At the entrance to the beer garden, security will be responsible for checking identification to ensure that individuals are of legal age to consume alcohol. At the exit points, security will be responsible for not allowing alcohol outside the beer garden area. If alcohol is allowed outside the beer garden area, security should limit the amount of beer or wine coolers that one individual can remove from the area.
2. "Bracelet Booth" - In lieu of a beer garden, a bracelet booth can be set up where identification is checked to ensure people are of legal age to consume alcohol. An individual that has shown proper identification will be furnished with a colored bracelet designating they are of legal age to consume alcohol at the parish festival. Security and

festival workers would have the responsibility of patrolling and monitoring the grounds to ensure that individuals consuming alcohol are wearing the necessary bracelet.

**In addition to these recommendations, please make sure the archdiocesan liquor policy is followed. It can be found in the Archdiocese of New Orleans Policies Manual.*

MONEY

If your parish festival is successful, large amounts of cash will accumulate throughout the day and evening. The parish should have a predetermined plan to deal with cash as it flows through the festival. A good plan should accomplish the following:

- Cash should be collected from festival stands at regular intervals.
 - Groups of three or more individuals should be responsible for the transfer of cash from festival stands to a centralized location.
 - Cash that accumulates at the festival's centralized location should be stored in a locked safe that is guarded by security/detail police.
 - Cash should always be counted by at least two people, preferably three in the event one is called away.
 - Bank deposits should be made at regular intervals during the festival. Cash should not be allowed to accumulate in the safe until completion of the festival.
 - When collecting cash from festival stands or taking deposits to the bank, both times and routes of the collections or deposits should be varied to eliminate a pattern from developing.
- Catholic Mutual recommends the use of a "ticket system" at parish festivals. A ticket system allows festival participants to purchase tickets at ticket booths that can be exchanged for rides, food, beverages, or other items for sale at the parish festival. The purpose of the ticket system is to reduce the amount of cash flowing through the parish festival at various booths. Instead of having each individual booth handle cash, monies will be handled at centrally located ticket booths. The use of a ticket system will reduce the risk of loss associated with theft or the mysterious disappearance of festival revenues. In addition to reducing the possibility of theft, the ticket system provides an excellent internal control to monitor cash flows at parish festivals.

SAFETY COORDINATOR

In addition to the festival chairperson, parish festivals should create a position called "safety coordinator." The safety coordinator will be responsible for making sure that all safety

recommendations are met. The designated safety coordinator will also be responsible for making periodic inspections of the festival grounds during the festival. Obviously, any physical safety hazards that are detected by the safety coordinator should be dealt with to remove the hazard. It is highly recommended that the safety coordinator utilize a logbook indicating the time the inspections took place during the festival and the condition of the festival grounds during the inspection.

Archdiocese' that have utilized an on-site safety coordinator volunteer at parish festivals have been very successful in reducing the number of claims associated with parish festivals. An onsite safety coordinator will also greatly reduce the parish's liability in the event of a loss, as it will illustrate the parish exercised due diligence in attempting to eliminate safety hazards.

CLAIM PROCEDURES

When a claim takes place, an Incident Report should be filled out and forwarded to Catholic Mutual on the next workday. The written incident report should include an in-depth description of how the accident happened. The report should also include the name, address, phone number, and date of birth of any injured person along with the names and phone numbers of potential witnesses.

Often when an accident occurs, it is difficult to reconstruct how it happened or what the premises looked like at the time of the accident. For this reason, the festival safety coordinator should photograph accident scenes to preserve the appearance of the accident site. It is recommended that the safety coordinator videotape the parish festival grounds once the festival set-up is complete. This will assist in any recreations of the festival premises that must be done for litigation. If an individual that is injured on festival grounds feels they need immediate contact with the festival's insurance carrier, contact Catholic Mutual prior to sending the written incident report. Often a potential claimant will contact an attorney because he/she has not been contacted in a timely fashion by the insurance company. For your convenience, we have attached an example of an Incident Report that can be used at parish festivals. Incident reports should be made available to all operational supervisors and security staff.

THANK YOU

Thank you for taking the time to read this material. As noted earlier, Catholic Mutual has a wealth of supplemental material regarding parish festival safety that is available to parishes. Please feel free to contact the Risk Management Department at (504) 527-5760 or toll free at (877) 527-5799 with any questions that may arise.

PARISH FESTIVAL VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Roman Catholic Church of the Archdiocese of New Orleans

VENDOR: _____

TYPE OF VENDOR: _____

DATES OF USE: _____

The above named VENDOR 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 VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR 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/two million dollars (\$2,000,000) aggregate.

VENDOR also agrees to have the PARISH named as an "**Additional Insured**" on its general liability policy for the DATES OF PARISH FESTIVAL in relationship to the VENDOR'S activities. It is agreed that VENDOR 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 VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence 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 VENDOR)

NAME AND TITLE: _____

DATE: _____

Ride Company Agreement/Performance-Band Agreement

Templates are included for ride companies and bands. While the ride companies do not seem to have trouble meeting our insurance requirements, some bands do. If the bands don't have their own insurance, they can obtain coverage directly from K & K for Bands and Performing Groups. The Applications are on file at Catholic Mutual's Office and will be provided upon request.

While these templates may be helpful as an example, they may not always be used "as is."

The templates should be reviewed carefully since certain ride companies have different requirements. Some may prefer to be paid in different ways, there may be all day ride bands that will be sold (or not) and there may be concessions involved in the contract. You may request a certain number of rides and different types of rides. Specifics will involve changes to the template.

Any changes to the templates should be routed through Wendy Vitter and the Catholic Mutual for review.

Wendy Vitter
General Counsel
Archdiocese of New Orleans
7887 Walmsley Avenue
New Orleans, LA 70125
504-861-6277 telephone
504-861-6254 facsimile
wvitter@archdiocese-no.org

Cheryl Harper
Operations Manager
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1000 Howard Avenue, Suite 1202
New Orleans, LA 70113
504-527-5767 telephone
504-527-5799 facsimile
504-450-2979 cellular
charper@catholicmutual.org

or

Sue Foster
Claims/Risk Manager
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1000 Howard Avenue, Suite 1202
New Orleans, LA 70113
504-527-5766 telephone
504-527-5799 facsimile
504-343-9889 cellular
sfoster@catholicmutual.org

RIDE COMPANY AGREEMENT

This agreement, made and entered into this DAY, MONTH of YEAR between INSERT LEGAL CORPORATE NAME, City, Louisiana (hereinafter, "YOUR CORPORATE NAME") represented by INSERT NAME OF PASTOR, PRINCIPAL OR AGENCY ADMINISTRATOR, its agent, duly authorized and INSERT NAME OF RIDE COMPANY, a foregoing limited liability corporation authorized to do and doing business in the State of Louisiana, herein represented by INSERT NAME OF RIDE COMPANY REPRESENTATIVE, duly authorized (herein referred to as "Supplier"), in connection with the NAME OF EVENT to be conducted at INSERT ADDRESS OF EVENT, CITY, STATE, ZIP (hereinafter "premises").

Whereas, Supplier is in the business of providing and operating mechanized rides for church fairs and other functions, and INSERT YOUR CORPORATE NAME wishes to employ the services of Supplier for INSERT NAME OF FESTIVAL, that will be conducted at the premises for a period of three days on INSERT MONTH AND DAYS OF EVENT, YEAR.

Now, therefore, for the consideration hereinafter provided:

1) Supplier will, at its sole expense, furnish rides to the festival site at the premises. The number of at least ____ () kiddie, ____ () family and ____ () extreme rides to be furnished by Supplier, will be provided by the Supplier INSERT NAME OF YOUR CORPORATION no later than INSERT DATE, prior to the opening of the fair. Should an unforeseen calamity arise, such as floods, fires, wrecks, strikes, tornadoes, hurricanes, or illness making it impossible to fulfill the engagement, this contract shall be null and void.

2) It is understood and agreed that Supplier will enter fair area for the purpose of installing rides during the week of INSERT MONTH, DAY, YEAR and will remove all equipment from the site no later than 0:00 P.M. on INSERT MONTH, DAY, YEAR. Supplier further agrees to fully inspect the equipment before and after its installation to ensure that it is operating in a proper and safe manner. Supplier will also provide qualified personnel to operate the rides during the event. Supplier further agrees that all rides will be fully operational by 12:00 Noon on INSERT DAY OF WEEK, MONTH, DAY, YEAR in order to permit final inspection and/or licensing and/or permitting by the appropriate governmental agency or agencies on said date. Supplier further agrees that all rides will be available for operation on INSERT DAY OF WEEK, MONTH, DAY, YEAR, from INSERT TIME P.M. until INSERT TIME P.M.; on INSERT DAY OF WEEK, MONTH, DATE, YEAR, from 00:00 Noon until 00:00 P.M. or close; and on INSERT DAY OF WEEK, MONTH, DATE, YEAR, from NOON until 0:00 P.M. INSERT YOUR CORPORATE NAME shall furnish suitable grounds on the premises for all riding devices and concessions belonging to the Supplier and security. Supplier shall provide all necessary licenses and permits required to operate said riding devices.

3) It is understood and agreed that the consideration for this agreement will be that INSERT YOUR CORPORATE NAME shall pay to Supplier, seventy-five percent (75%) of the gross receipts less any taxes due and owing derived from sales of tickets for the aforementioned rides. Settlement for the rides is to be made on the last night of the festival. The amount due and owing for rides shall be based on the price of the number of tickets and/or

P.O.P. bands sold. It is further understood and agreed that INSERT YOUR CORPORATE NAME will provide personnel to collect the ride proceeds and make distribution as herein above provided.

4) Supplier also agrees to provide one (1) concession trailer selling popcorn, cotton candy, apples, pickles and frozen drinks. Supplier agrees to pay INSERT YOUR CORPORATE NAME Twenty-five and no/100 (\$25.00) for the concession trailer. Supplier further agrees to pay any and all necessary sales taxes (state and/or local) from any sales from the concession trailer.

5) Supplier agrees to defend, indemnify and hold harmless INSERT YOUR CORPORATE NAME, CITY, Louisiana, and The Roman Catholic Church of the Archdiocese of New Orleans, their members, officers, directors, parishes, archbishop(s), bishops, priests, clergy, any religious in service to the Archdiocese of New Orleans, employees, agents, insurer, reinsurers and/or self-insurance administrators (hereinafter "Indemnitees") from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, fault or willful misconduct, or intentional misconduct, including but not limited to physical or sexual abuse, or performance of and/or failure to perform obligations under this agreement by Supplier and/or its employees, contractors and/or agents and to pay reasonable attorneys' fees related thereto. Supplier further agrees to defend, indemnify and hold harmless Indemnitees from any and all claims for any tax liability from any federal, state or local governmental entity, including but not limited to any liability for sales taxes, arising from any receipts from sales for rides and/or food pursuant to this agreement.

6) Supplier further agrees: to regulate sound systems for any and all rides for both volume control and appropriate nature of type of music; to require that Supplier's personnel be clean and neatly dressed in identifiable t-shirts or uniforms; and to leave the premises clean.

7) Additionally, Supplier agrees to provide to INSERT YOUR CORPORATE NAME no later than INSERT MONTH, DAY, YEAR, proof of insurance coverage issued by the insurer, in a form acceptable to INSERT YOUR CORPORATE NAME. Such proof of insurance shall evidence the payment of premiums and issuance of a policy of insurance with INSERT YOUR CORPORATE NAME and The Roman Catholic Church of the Archdiocese of New Orleans thereon as an additional insureds, not merely as certificate holders, as follows:

The Roman Catholic Church of the Archdiocese of New Orleans

And:

INSERT YOUR CORPORATE NAME, CITY, Louisiana.

8) The policy or policies of insurance shall be endorsed and/or amended to provide the above entities are additional insureds. An insurance certificate by an insurance agent or agency shall be considered insufficient verification of these requirements.

9) Such insurance shall include, without limitation, the following:

A. **Policy limits of no less than \$1,000,000.00 per claim and \$2,000,000.00 aggregate for death, bodily injury, and/or property damage, including coverage for general liability and coverage for vehicles or other means of transport to be used by Supplier on the property at INSERT YOUR CORPORATE NAME or in transit thereto and, further, including coverage for sexual and/or physical misconduct and/or abuse that provides coverage for Supplier, its contractors, employees and/or agents;**

B. Workers' compensation insurance in accord with Louisiana state law.

C. INSERT YOUR CORPORATE NAME shall be provided with not less than ten (10) days' written notice in the event of change or cancellation of said policy(ies). If Supplier's insurance is cancelled or reduced, INSERT YOUR CORPORATE NAME has the right to immediately terminate the agreement.

10) Supplier further agrees to provide to INSERT YOUR CORPORATE NAME in a form satisfactory to INSERT YOUR CORPORATE NAME, at least by INSERT MONTH, DAY, YEAR, evidence to indicate that none of Supplier's employees, agents and/or contractors at the INSERT YOUR CORPORATE NAME festival have been convicted of any crimes that, conviction of, would prohibit such employees, agents or contractors to be employees of and/or volunteers of the Archdiocese or its affiliated entities and have contact with minors.

11) INSERT YOUR CORPORATE NAME reserves the right at all times to require that any employee, contractor or agent of Supplier vacate the premises for any reason. This includes but is not limited to any employees, contractors, agent and/or representatives of Supplier staying on the premises. In addition to any other indemnity contained herein, Supplier agrees to defend, indemnify and hold harmless Indemnitees from any cause of action of any type that may be brought by any such employee, contractor, agent and/or representative required to leave the premises. In addition, and notwithstanding any other language herein that may be to the contrary, to the extent that any of Supplier's employees stay on the premises, the parties agree that they will be limited to a certain space on the premises designated by INSERT YOUR CORPORATE NAME and that Supplier's employees will only be allowed access to such designated space during hours that the festival is not open and/or operating. In addition, notwithstanding any other language herein, Supplier will provide security for those employees staying on the foregoing designated space of the premises to ensure compliance with the foregoing requirements.

12) This agreement shall be construed according to the laws of the State of Louisiana, excluding its choice of law provisions and/or principles.

13) All notices due under this agreement must be given in writing and delivery must be accomplished by personal service, or by U.S. Mail, to the parties as follows:

INSERT YOUR CORPORATE NAME, CITY, STATE

c/o Very Rev. Pat Williams, V.G. or pastor

7887 Walmley Avenue

New Orleans, LA 70125

With a copy to

INSERT NAME OF YOUR CORPORATION AUTHORIZED SIGNOR

INSERT TITLE

INSERT YOUR LOCATION NAME

INSERT YOUR LOCATION ADDRESS

INSERT YOUR LOCATION CITY, STATE, ZIP CODE

INSERT NAME OF RIDE COMPANY,

INSERT ADDRESS OF RIDE COMPANY

INSERT CITY, STATE, ZIP CODE OF RIDE COMPANY

All notices shall be effective on the after personal delivery or the third day mailing by U.S. Mail, first class postage.

The contact person and/or address may be changed at any time upon written notice, with delivery accomplished by one of the methods specified above.

**INSERT YOUR CORPORATE
NAME, CITY, STATE**

Witnesses:

Very Rev. Pat Williams or pastor

President

Witnesses:

INSERT NAME OF RIDE COMPANY

Entertainment/Band Contracts

Summary of contract & insurance requirements for Entertainers/Bands

Contract:

- Preferred option is for bands to sign Archdiocese's standard performance contract
- If parish/school/agency must sign band's contract, it needs to be reviewed by Denechaud & Denechaud, Insurance Office, Vicar General and Department of Financial Services.
- The following indemnity & hold harmless clause from the Archdiocese's standard performance contract must be included in all contracts:

Entertainer agrees to defend, indemnify, and hold harmless Purchaser, and The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct of **Entertainer** and/or any of their musicians during and/or in performance of and/or failure to perform its obligations under this agreement and from any causes of action arising from any alleged violation of trademark, trade name and/or copyright and to pay reasonable attorneys' fees related thereto.

Purchaser agrees to defend, indemnify, and hold harmless Entertainer from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct in **Purchaser's** performance of and/or failure to perform its obligations under this agreement and to pay reasonable attorneys' fees related thereto.

Insurance:

- All bands must carry insurance per guidelines below:

At all times during this contact, Entertainer agrees to maintain in full force and effect a policy or policies of general liability and property damage insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate that provide coverage for the performance as provided in this contract. Such policies shall name as additional insureds, not merely as certificate holders, parish/school/agency and The Roman Catholic Church of the Archdiocese of New Orleans and, the policies of insurance shall be endorsed as such. All such policies shall be primary to any insurance of Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans, and/or self insurance program in which Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans may participate. Further, the insurance must not require waivers of subrogation of any kind. At the time of the signing of this contract by Entertainer shall provide a certificate of insurance that evidences the foregoing; otherwise, this contract shall be null and void.

- If band does not have insurance, we can provide them with the information from K&K, so they can obtain the coverage needed. Parish/School/Agency cannot obtain or purchase insurance on their behalf. Entertainer/Band is free to obtain insurance from another carrier.

PERFORMANCE AGREEMENT

Whereas [ENTER PARISH OR ORGANIZATION LEGAL NAME], hereinafter "Purchaser," desires to secure the performance of [ENTER NAME OF BAND OR PERFORMER] hereinafter "Entertainer," on the terms and conditions contained herein, and WHEREAS, the person signing this agreement on behalf of the **Entertainer** hereby affirms and acknowledges by his/her signature, his/her authority to act and legally bind Purchaser and **Entertainer**, in consideration of the mutual premises herein contained and for other good and valuable consideration, on this ____ day of _____, 2015, Purchaser and Entertainer hereby agree as follows:

1. EMPLOYMENT

Purchaser hereby contracts the services of the **Entertainer** to perform as follows:

Date of performance: _____
Hours of performance: _____
Location of performance: _____
Type of performance: [FESTIVAL? PICNIC? FAIR?]

2. COMPENSATION

Purchaser agrees to pay to **Entertainer** the sum of \$_____ dollars for services rendered as set out above.

Against that total amount, a deposit of \$_____ dollars, by check shall be made payable to _____ and delivered to _____ no later than _____. In the event said deposit is not received by the above date, **Entertainer** may at their option, cancel this agreement. The balance of \$_____ is to be paid at the conclusion of the performance by check made payable to _____.

3. CANCELLATION BY PURCHASER

If for any reason **Purchaser** cancels the engagement within thirty (30) days of the date of performance for reasons other than as set forth in section 4 or within that same time period causes or makes it impossible for **Entertainer** to perform this agreement, and if **Entertainer** is not able to obtain similar performance of at least equal value and can produce proof of such in writing, **Purchaser** obligates itself to pay **Entertainer** the difference between the contract price of this agreement and the amount earned by **Entertainer** through this contract period at other performance.

4. FAILURE TO PERFORM

Neither party to this Contract shall be liable for any failure to perform or delay in performance due to any contingency beyond its reasonable control, including without limitation, any act of God, act or omission of any civil or military authority, fire, tempest, flood, earthquake, volcanic activity,

epidemic quarantine restriction, labor dispute (e.g. lockout, work stoppage or slow down or strike), embargo, war, political strife, riot, delay in transportation, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, or any other cause which despite the exercise of reasonable diligence the effected party is unable to overcome. The affected party's performance hereunder shall be excused to the extent delayed or prevented by such contingency, and Purchaser shall be entitled to a full refund of its deposit.

5. MISCELLANEOUS PROVISIONS

- (a) The person signing this agreement, on behalf of **Purchaser**, hereby represents that he is acting within course and scope of his/her employment and full authority from **Purchaser**.
- (b) Entertainer agrees to abide by any and all policies of _____ Catholic Church, _____ Louisiana and The Roman Catholic Church of the Archdiocese of New Orleans during the term of this Agreement.
- (c) **Entertainer** agrees to defend, indemnify, and hold harmless Purchaser and The Roman Catholic Church of the Archdiocese of New Orleans and its related entities, their members, directors, officers, archbishops, bishops, pastors, priests, principals, employees, agents, insurers, self-insurers and self-insurance administrators from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct of **Entertainer** and/or any of their musicians during and/or in performance of and/or failure to perform its obligations under this agreement and to pay reasonable attorneys' fees related thereto.
- (d) Purchaser agrees to defend, indemnify, and hold harmless **Entertainer** from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct in Purchaser's performance of and/or failure to perform its obligations under this agreement and to pay reasonable attorneys' fees related thereto.
- (e) **Entertainer** shall be granted access to the location set forth in this agreement as follows:
[ADD ANY SPECIAL ARRANGMENTS FOR SET UP, TAKE DOWN, INCLUDING DATES AND TIMES]
- (f) Purchaser shall provide parking for: [SPECIFY THE PARKING NEEDS-TRAILER, ONE CAR, ETC]
- (g) Purchaser shall provide **Entertainer** with the following hospitality:

- (h) Purchaser shall provide electricity setup at stage for **Entertainer** as follows: _____

(i) This contract shall be returned signed to **Purchaser** by _____ **[ADD DATE]**_____. In the event this contract is not received by the above date, the **Purchaser** has the option to cancel this agreement notwithstanding any language herein to the contrary.

6. INSURANCE

At all times during this contact, **Entertainer** agrees to maintain in full force and effect a policy or policies of general liability and property damage insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate that provide coverage for the performance as provided in this contract. Such policies shall name as additional insureds, not merely as certificate holders, _____ **[ADD PURCHASER NAME—NAME OF PARISH OR SCHOOL]**_____ and The Roman Catholic Church of the Archdiocese of New Orleans and the policies of insurance shall be endorsed as such. All such policies shall be primary to any insurance of Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans, and/or self insurance program in which Purchaser or The Roman Catholic Church of the Archdiocese of New Orleans may participate. Further, the insurance must not require waivers of subrogation of any kind. At the time of the signing of this contract by Entertainer shall provide a certificate of insurance that evidences the foregoing; otherwise, this contract shall be null and void. This requirement may also be fulfilled by purchasing Special Events Coverage through Jesse Hamilton at Catholic Mutual (jhamilton@catholicmutual.org) for a nominal fee.

7. APPLICABLE BY LAW

This contract, and any breaches thereof by either party, shall be subject to, and under the applicable laws of the State of Louisiana. In the event of breach of contract, by either party, said party agrees to pay reasonable attorney's fees to the other.

PURCHASER: _____

ENTERTAINER: _____

BY: _____

BY: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

E-Mail: _____

E-Mail: _____

Safe and Successful Parish Festivals

Festivals and other large-scale events that go above and beyond the daily ministries of the Catholic Church create unique liability exposures. The Church is legally liable and ethically responsible for accidents that happen as a result of any involvement and sponsorship in these types of events. It is vital that churches and schools develop a “best practices” approach for any parish-sponsored event. Not only will this approach provide better assurance for the safety of everyone involved, it will also reduce the liability exposure associated with these types of large events.

By being aware of the “best practices” safety checklist and understanding the detailed information available in the Festival/High Risk Events Policy Manual, you will be better prepared to ensure a safer event and reduce or eliminate common claims associated with these types of events. The Festival/High Risk Events Policy Manual and the corresponding online training can be accessed through the Catholic Mutual’s website.

Online risk management training is easy to access!

- Sign onto Catholic Mutual’s website www.catholicmutual.org. Click on “Member Login”. The user name is 0073new and the password is *service* (all lower case letters).
- Click on “Login”
- Select “Online Training”
- Click on “**Please click here.**”
- When you reach the training site, you will be prompted to:
 - Select a subgroup – From the drop-down menu, select and click on your arch/diocese
 - Select a subgroup again – From the drop-down menu, select your location
 - Confirm your selection is correct
 - Select **Safe and Successful Parish Festivals**
 - Click on “launch course”

If you experience any trouble viewing the training courses, please contact OPUS at (913) 825-1618 or email help@opustraining.com. They will be happy to assist you.

Catholic Mutual Group
10843 Old Mill Road
Omaha, NE 68154
Phone #800-228-6108
Fax #402-551-2943
Email:
rm@catholicmutual.org



POLICY FOR THE DISTRIBUTION AND/OR SALE OF ALCOHOLIC BEVERAGES INTRODUCTION AND RATIONALE

There is a particularly urgent concern in the country today regarding the sale and use of alcohol in society. The abuse of alcohol is the source of many social ills: in the family, among teenagers, in alcohol-related accidents, etc. Many groups have done much to underscore these dangers. The Church, wishing to eliminate any abuse of alcohol, seeks to educate its members and the general public about the dangers and concerns surrounding the use of alcohol. It also wishes to eliminate any abuse of alcohol. The purpose of this archdiocesan policy is not only to address the issue of legal liability relating to the consumption and/or selling of alcohol at church functions or on church property, but also to address the more important issue of our moral stance as a community of Christians.

Traditionally, the Church has had no difficulty with the proper use of alcohol. It has always opposed the misuse or abuse of intoxicating substances. Insofar as possible, the Church does not wish to take an oppressive position. Rather, it desires to educate about the dangers of alcohol and to control and limit the use of alcohol at church functions and on church property in order to eliminate the dangers, liabilities, or scandals caused by an improper use of such substances.

POLICY

It is in the spirit and light of the above introduction and rationale that this policy should be understood and applied.

This policy is effective April 1, 1993 for all archdiocesan and parish sponsored activities and all activities involving property belonging to the Archdiocese of New Orleans.

The following policy for the use and sale of alcoholic beverages must be followed:

1. In obtaining permits and conducting the sale and service of alcoholic beverages, all state and civil parish regulations must be strictly observed.
2. For events conducted on church property, if alcohol is sold, only beer and wine may be sold. If alcohol is served without charge, any alcoholic beverage may be served. Alcoholic beverages other than wine and beer may be sold at church functions only at hotels, restaurants or other facilities which possess the licenses required by law to sell such alcoholic beverages.
3. No one under the legal age of 21 is to be allowed to serve alcoholic beverages.
4. No one under the legal age of 21 is to be served alcoholic beverages.
5. No person already under the influence of alcohol is to be served.
6. Food is to be available with alcoholic beverages, when feasible.
7. If alcohol is served, other non-alcoholic beverages must be available.
8. This policy and a statement on the danger of the consumption of alcohol is to be posted in the serving area, when appropriate.
9. Access to the serving area must be limited and controlled.
10. Serving of alcoholic beverages must not begin before a reasonable time and must cease at a reasonable time before the scheduled close of the event. At parish fairs, the serving of alcohol must cease one hour before the scheduled end of the event.

11. A pre-existing plan must be devised to handle individuals who have had too much to drink. This is to include a method to prohibit the service to those who have had too much to drink and to provide transportation home.
12. Law enforcement officials are to be employed to assist with this policy if the event is so public or large to require them.
13. Drinks are to be carefully measured; 12 ounces of beer as a maximum; no more than 4-5 ounces of wine per serving; only single servings (1 ounce) for liquor.
14. Every precaution is to be taken to ensure that no alcoholic beverages are brought into the event and that those alcoholic beverages consumed are only the ones being distributed under the guidance and control of the staff members of the event in question. Under controlled circumstances, such as BYOL (Bring Your Own Liquor) functions, it is permissible to bring alcoholic beverages.
15. Groups renting or using Church property must conform to these guidelines. Contracts and agreements must reflect this policy. Rental contract agreements should also include the following clauses:
 - a) If alcoholic beverages are to be served at the function, the lessee hereby agrees that these shall not be served to anyone under the age of twenty-one.
 - b) The lessee hereby agrees to indemnify the parish/school for any and all damages caused by or to any person participating) at the function, whether such damage is caused by the use of alcohol or otherwise.
 - c) The lessee hereby agrees to pay for the defense of the parish/school/religious order and Archdiocese of New Orleans in the event of any legal action arising as the result of the serving of alcoholic beverages and/or any other reason connected with the use of the premises. The parish/school/religious order and archdiocese shall have the right to choose their own attorney to defend them in the event of such a suit, with the lessee having the responsibility to reimburse the parish/school and/or the archdiocese in the event that such a suit is filed.
 - d) The lessee hereby agrees to hold the parish/school and/or the Archdiocese of New Orleans harmless from any damages caused to or by any person who is a participant at the function in the event there is legal action arising from the use of the premises and/or the sale or furnishing of alcoholic beverages on said premises.
16. If alcoholic beverages are served or sold, all advertisements for the event must note the availability of non-alcoholic beverages and food as prominently as the availability of alcohol. Alcohol should not be the main emphasis of any advertisement.
17. Events where alcoholic beverages are sold or served may not feature "happy hours" or multiple drinks for the price of one specials.
18. Event names or advertisements should reflect the purpose or subject of the event. Terms such as "Beer Blast" and "Keg Party" are to be avoided. In no way are promotions to encourage drinking as an important part of the event.
19. When a school or parish organization enters in joint sponsorship of events or programs with alcoholic beverage companies, the school or parish organization's name will be most prominent. A corporate sponsor's name or product may appear on printed advertisements or other materials, however it may not appear to be the primary sponsor.
20. Since open cans and bottles can constitute safety dangers, such containers are not be used, except in appropriate gatherings.
21. At each function, the pastor or director of the institution must, personally or through a delegate whom the pastor or director appoints, make certain that this policy is followed.

EXCEPTIONS

Any exceptions to the above policy are to be made only after consultation and agreement of the archdiocesan attorneys and the Executive Director for Pastoral Services.

USE OF INFLATABLES/BOUNCE HOUSES

Inflatables have become a popular choice for entertainment provided at parish festivals. They are also used for school carnivals or as a special reward for class achievements. There is a large variety of inflatables offered in the marketplace today. Most can be used relatively safely when proper safety precautions are taken. However, there are several inflatables that Catholic Mutual Group recommends against using. These include (but are not limited to) the Bungee Run, Boxing Ring, Gladiator Arena, Jousting Arena, Velcro Wall, and the "Wet Slip and Slide". If you have questions on a particular inflatable that is not mentioned, please contact the Risk Management Department.

Most rental companies require the parish/school to sign an agreement/contract when renting an inflatable. Many of these agreements/contracts contain hold harmless, indemnity, or similar insurance wording and *should be reviewed* by Catholic Mutual. These contracts/agreements could contain hold harmless and indemnity wording that requires the parish to pay for *any* type of claim which happens during use of the inflatable. Your insurance program does not provide automatic insurance coverage for *any* type of claim that happens at *any* time. These agreements/contracts may also require the parish/school to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish/school agrees to pay for damage to the equipment regardless of how it happens, even if the damage was due to natural causes such as wind or lightning or mechanical breakdown of the equipment due to age. Your insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A parish/school should never sign an agreement/contract which contains wording described above. It is only acceptable to take responsibility for claims or property damage which the parish would be legally responsible for in the absence of the agreement/contract. Remember that no matter how small an agreement/contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish/school is risking severe financial exposure if a liability claim or property damage occurs.

If the inflatable will be provided by a vendor that will be responsible for setting up and taking down the equipment as well as providing the staff to supervise use of the equipment, the attached Vendor Hold Harmless/Indemnity Agreement should be signed by the vendor. Since the vendor would have full control over the use of the equipment, they would also need to provide a Certificate of Insurance naming the parish/school and the Roman Catholic Church of the Archdiocese of New Orleans as "additional insured".

Catholic Mutual Group's Risk Management Department is available to answer any questions you have regarding the type of inflatable you wish to use or to review your agreement/contract with the rental company. To ensure safe operation of the equipment, the attached "*Inflatables/Bounce House Rules*" should be followed.

INFLATABLES/BOUNCE HOUSE RULES

1. Unit must be operated over a smooth surface such as grass or a hard top surface. Do not operate on rough surfaces such as rocks, bricks, glass or any jagged object(s).
2. Unit must be anchored prior to use and deflated in high winds or gusts.
3. Do not allow unit to be located within five feet of any fixed object such as a wall or pole.
4. Make sure air intake has no obstructions or kinks as this could cause collapse of unit.
5. Do not set unit up next to rides or equipment that uses diesel, gasoline, or propane fuel.
6. Always have an adult present to screen and supervise riders.
7. Do not allow anyone to jump or play on a partially-inflated unit.
8. Do not allow riders to play or climb on outside walls, sides, or roof of unit.
9. Do not allow riders to hang on or pull netting or columns.
10. Do not allow flips, horseplay, or roughhousing on unit.
11. Always follow number of riders listed on rental agreement as each inflatable is different in size.
12. Compatible age groups must play on equipment at same time. Age groups must not be mixed.
 - Recommended groups:
 - o Age 3-4
 - o Age 5-7
 - o Age 8-12
 - o Age 13-16
 - o Age 16 and older
12. ALWAYS follow contract operation guidelines for numbers allowed in each group according to size of unit rented.
13. All riders must remove shoes, eyeglasses, and other sharp objects before entering unit. SOCKS MUST BE WORN.
14. Do not plug or unplug blower repeatedly as it will cause overheating and damage
15. NEVER put a hose or water on the unit.
16. In case of rain, remove riders immediately. Jumping source is slippery and dangerous when it becomes wet. Unplug motor from electrical source. After deflated, fold unit upon itself to keep play area dry.

Many inflatable companies will want you to use their contract, which transfers all risk from them to you. The archdiocesan counsel drafted the Inflatable Agreement to be utilized in place on the vendor's own agreement. We highly recommend using this form in place of any form vendor agreements.

If any changes are needed, please contact:

**Wendy Vitter
7887 Walmsley Avenue
New Orleans, LA 70125
504-861-6277 office
504-861-6254 facsimile
wvitter@archdiocese-no.org**

SAMPLE ONLY.

Please email Wendy Vitter at wvitter@arch-no.org for copies or call 504-861-6277.

INFLATABLE AGREEMENT

WHEREAS The Roman Catholic Church of the Archdiocese of New Orleans as owner and operator of INSERT YOUR CORPORATE LEGAL NAME, [OR JUST INCLUDE SEPARATE LEGAL PARISH NAME IF ENTITY NOT OWNED BY ARCHDIOCESE] hereinafter "Lessee," desires to rent an inflatable for its INSERT NAME OF EVENT/PARTY/FAIR on INSERT MONTH, DAY, YEAR, from INSERT NAME OF INFLATABLE COMPANY., hereinafter "Lessor," on the terms and conditions contained herein; and,

WHEREAS, the persons signing this agreement on behalf of the Lessee and Lessor hereby affirm and acknowledge by his/her signature, his/her authority to act and legally bind Lessee and Lessor, in consideration of the mutual premises herein contained and for other good and valuable consideration, on this INSERT DAY #, day of INSERT MONTH, YEAR.

Lessee and Lessor hereby agree as follows:

Lessor agrees to lease to Lessee the following : _____[LIST EQUIPMENT] _____ on the following date: INSERT DAYS OF WEEK, MONTH, DATE AND YEAR.

In consideration of the foregoing, Lessee agrees to pay to Lessor \$ INSERT DOLLAR AMOUNT.

Lessee may cancel this lease upon five (5) days' written notice to Lessor.

INDEMNITY PROVISIONS

Lessor agrees to defend, indemnify, and hold harmless Lessee and The Roman Catholic Church of the Archdiocese of New Orleans and its related entities, their members, directors, officers, archbishops, bishops, pastors, priests, principals, employees, agents, insurers, self-insurers and self-insurance administrators and reinsurers and from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct of Lessor during and/or in performance of and/or failure to perform its obligations under this agreement, including but not limited to any such claims that may arise from delivery, setup and/or defects in the leased equipment, and to pay reasonable attorneys' fees related thereto.

Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, causes of action and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish

and/or death, and/or property loss or damage arising from the negligence, fault or willful or intentional misconduct in Lessee's performance of and/or failure to perform its obligations under this agreement, including the supervision of the operation of the leased equipment, and to pay reasonable attorneys' fees related thereto.

INSURANCE

At all times during this agreement, Lessor agrees to maintain in full force and effect a policy or policies of general liability damage insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate that provide coverage for the performance as provided in this contract. Such policy shall name as an additional insured, not merely as a certificate holder, The Roman Catholic Church of the Archdiocese of New Orleans and INSERT YOUR CORPORATE NAME IF SEPARATELY INCORPORATED FROM ARCHDIOCESE and the policies of insurance shall be endorsed as such. All such policies shall be primary to any insurance of The Roman Catholic Church of the Archdiocese of New Orleans, and/or self-insurance program of and/or in which The Roman Catholic Church of the Archdiocese of New Orleans and INSERT YOUR CORPORATE NAME IF SEPARATELY INCORPORATED FROM ARCHDIOCESE may participate. Further, the insurance must not require waivers of subrogation of any kind. At the time of the signing of this agreement, Lessor shall provide a certificate of insurance that evidences the foregoing; otherwise, this agreement shall be null and void.

APPLICABLE LAW

This contract, and any breaches thereof by either party, shall be subject to laws of the State of Louisiana. In the event of breach of contract, by either party, said party agrees to pay reasonable attorney's fees to the other. This Agreement is intended to supersede any previous agreements. In the event of any conflict between signed agreements, parties agree that this agreement shall be controlling.

NOTICE

Any notice shall be by U.S. Mail and/or hand-delivery at the addresses listed below for the parties.

LESSEE:

INSERT YOUR CORPORATE NAME

BY: _____

Printed Name

Phone

LESSOR

INSERT NAME OF INFLATABLE COMPANY

BY: _____

Printed Name

Address

Phone

Portable Climbing Walls

Many parishes/schools elect to rent a portable climbing wall for special events. If this option is chosen by your location, the following list of safety recommendations must be followed.

1. Any vendor providing a climbing wall should sign the attached Vendor Hold Harmless & Indemnity Agreement (Appendix E). This agreement requires a certificate of insurance documenting liability insurance in the amount of one million per occurrence/two million aggregate. The certificate must name your parish/school and the Roman Catholic Church of the Archdiocese of New Orleans as an *additional insured*. **YOUR LIABILITY COVERAGE THROUGH CATHOLIC MUTUAL WOULD NOT EXTEND TO NON-OWNED CLIMBING WALLS SO IT IS IMPERATIVE THAT APPROPRIATE INSURANCE IS PROVIDED BY THE VENDOR.**
2. All climbers are to be supervised and assisted by the vendor's staff only. **NO EXCEPTIONS.**
3. All climbers are to wear helmets. Climbers must be properly harnessed and tethered. **NO EXCEPTIONS.**
4. Make sure the area used is free of obstacles on both the ground and overhead. It is best to rope off the area to keep people and objects out.
5. Make sure there is an adequate "fall zone" under the climbing wall with adequate cushioning material to reduce injury potential from a fall.

6. A first aid kit and Automated External Defibrillator (AED) should be readily available.
7. The parish/school should ensure that vendor keeps adequate records indicating how long the equipment has been in service and if there were any serious falls on the equipment.

If you have further questions regarding climbing walls, please contact the Risk Management Department at (504) 527-5760 or (877) 527-5799.

CLIMBING WALLS

Today's schools are always looking for new and exciting ways to promote physical activity for their students. One such activity that is gaining popularity is the use of climbing walls. There are numerous vendors that offer permanent climbing walls in various sizes as well as portable climbing walls.

Horizontal walls are the most popular in the elementary schools. These walls usually extend approximately 40' across and stand about 8' in height. These walls provide students with the challenge of traversing along the wall to help increase their dexterity and confidence.

Vertical climbing walls are found more in junior high or high schools. While the number of injury-related claims on these walls is low, the potential for a very serious claim exists. Therefore, Catholic Mutual Group does not recommend utilizing these types of walls due to the serious nature of injury that could occur. Vertical climbing walls run as high as 30' to 40' and require the use of fall protection equipment such as a belay, as well as other climbing hardware.

Regardless of the type of climbing wall chosen, the following safety requirements must be in place and faithfully adhered to at all times to minimize the risk of injury to any participant.

Horizontal Climbing Walls

- Qualified Instructors - A qualified instructor for climbing must supervise all climbing activities. An additional adult must be present during climbing activities to assist with supervision.
- The qualified instructor must check the site prior to each use to ensure all handholds/ footholds are secure and to evaluate any other possible hazards that may exist.

- Climbers must wear appropriate safety equipment such as helmets, knee/shin guards, and elbow guards. This equipment must be furnished by the school. Equipment must be available that is the appropriate size for the participants. Helmets must be labeled as approved by ASTM (American Society for Testing and Materials).
- While most climbing walls come with a protective padding for the floor beneath the wall, an additional cushioning mat must be in place while the equipment is in use. This mat must extend the width of the wall and a minimum 6' out from the wall.
- Only active climbers should be allowed on the wall or in the area surrounding the wall. A minimum 10' around the wall should be maintained by individuals waiting to climb or those observing the climbers.
- Climbers must be spaced a minimum 6' apart while climbing across the wall.
- The cover for the wall must be in place and padlocked anytime the wall is not in use.

- **Vertical Climbing Walls**

- Qualified Instructors - A qualified instructor for climbing/rappelling must supervise all climbing/rappelling activities. The instructor must have completed a minimum of 10 hours of climbing/rappelling instruction from a nationally or regionally recognized organization. One qualified instructor must be present as well as another individual to assist the instructor with supervision. Only a qualified instructor is allowed to hold belay lines.
- Participants must have a Parental Permission/Indemnification Agreement signed prior to using the climbing wall. (See Appendix A). This agreement must be signed by the parents each time the wall is used by the participant.
- No one under 10 years of age should be allowed on a vertical climbing wall over 10' in height.
- The qualified climbing instructor must check the site in advance to evaluate possible hazards and determine if the wall is suitable for the intended participants.
- The instructor should verify that the proper equipment is available for the size and ability level of the participants. Helmets, rope and climbing hardware must be labeled as approved by ASTM (American Society for Testing and Materials). All equipment must be new or furnished by the school.
- An additional cushioning mat must be in place at the bottom of the wall in addition to the current mat when the wall is in use. This additional mat should be a minimum 2' thick and extend the width of the wall and a minimum 8' out from the wall.
- Only one climber should be allowed on the wall at a time. A minimum 20' clearance should be maintained around the wall for individuals waiting to climb or those observing the climbers.
- Equipment must be inspected prior to each session as well as after the session.
- Irregularities to look for include frays, breaks or mantel-ruptures in ropes; clear rope wear on hardware such as grooves in a figure 8; cuts or frays in webbing; gate or locking barrel irregularities in carabiners; cracks in helmets; torn palms in rappel gloves. A more comprehensive list is attached (Appendix B). Also, the Daily Use Checklist (Appendix C) must be completed, dated and signed prior to each days use.
- Records must be kept on ropes. Each rope should be color coded and listed on its own
- "Rope Use Log" (Appendix D), noting the date used, hours in use, number of participants, and any unusual stresses on the rope such as a fall. Ropes and webbing

should be retired after four years of use or three falls or 250 hours of use, whichever comes first.

- All equipment should be stored in metal containers away from sunlight.
- A first aid kit and Automated External Defibrillator (AED) should be readily available.
- The cover for the wall must be in place and padlocked anytime the wall is not in use.
- Any students/children in the gym must be supervised at all times whether during school hours or before/after school hours to ensure the wall is not used inappropriately.

EQUIPMENT SAFETY GUIDELINES

All equipment used at the climbing wall must be inspected prior to daily use (i.e. hands-on examination of ropes, harnesses, hardware and connections). Do not use questionable defective equipment. If you find a defect, replace it immediately. Tag the equipment and take it out of use. If it is a maintenance problem, fill out and forward the Climbing Wall Maintenance Request Form (Appendix B-1). The qualified instructor has the final "say" on the use, replacement and repair of any equipment or the wall itself.

<p><i>Carabiners and Figure-8 's</i></p> <ul style="list-style-type: none"> • Excessive Wear • Cracks • Rust • Gates not closing/locking properly 	<p><i>Hardware</i></p> <ul style="list-style-type: none"> • Broken, loose 01' rusted bolts, nuts, rings • Cracked climbing holds • Bolts, nut or nails protruding from the wall • Hinges loose on doors
<p><i>Ropes</i></p> <ul style="list-style-type: none"> • Kern sticking through mantle • Soft spot (broken kern) in rope • Frays, cuts, abrasions • Chemical damage 	<p><i>The Grounds</i></p> <ul style="list-style-type: none"> • Rocks • Any debris, garbage or dangerous objects • Any individuals in "fall zone"
<p><i>Harnesses</i></p> <ul style="list-style-type: none"> • Intact buckles, connectors • Cuts, worn spots and abrasions • Ripped seams and sewing • Hardening 	<p><i>Webbing</i></p> <ul style="list-style-type: none"> • Frayed spots • Cuts, worn spots and abrasions • Discoloring, fading • Hardening

<ul style="list-style-type: none"> • Chemical damage 	<ul style="list-style-type: none"> • Chemical damage
<i>Helmets</i> <ul style="list-style-type: none"> • Cracks or breaks in the surface • Secure chin straps and connectors • Sanitation (the sniff test) 	<i>Wood</i> <ul style="list-style-type: none"> • Signs of decay or rotting • Splintering • Structural cracks, splits

A note about ropes and webbing: Ropes and webbing (harnesses, tubular webbing) are petrochemical products. As such, they are especially sensitive to petro-chemical fumes and exposure to light. In addition, dirt ground into the nylon of ropes or any webbing product can significantly reduce the effective life of these pieces of climbing equipment. Finally, storing wet ropes and webbing will cause mildew and rot. Air dry all soft climbing gear before you store it.

Therefore, you must take the following steps with all ropes and webbed gear:

- Never store ropes or webbed gear in any space with gasoline, kerosene, or any other petro-chemical product.
- Keep ropes clean and free of dirt. Keep participants away from the ropes so that the climbers and rappellers will not step on gear and grind dirt into the fibers.
- Log time that the ropes have been in the sunlight as full time.
- Do not leave ropes rigged when they are not being used. Take ropes down immediately after each session.
- If ropes and "soft" gear have gotten damp or wet, air dry them before storing them.
- At least once a season, wash the ropes and webbing with Woolite or similar mild detergent. Air dry the soft gear in the shade or inside if adequate ventilation can also allow it to be air dried. Do not use a machine dryer for ropes and soft gear.

A note about hardware: The metal alloys in carabiners, figure-8's, rapid-links, eyelets and other "hardware" are subject to fracture and breakage. Therefore, it is absolutely essential that before a participant receives a piece of gear, a staff member has checked each piece of hardware.

The necessary procedure is simple and quick. As you set gear out before participants arrive, do a visual and a hand check of each carabiner and figure-8.

- Does the gate of each carabiner close cleanly?
- Does the barrel-lock on each gate screw shut and open smoothly?
- Are there any deep grooves of wear in any figure-8s or carabiners?
- Are the buckles on the harnesses uncracked?
- Are the nylon connectors on the harnesses and the helmet straps intact and working?

SPECIAL EVENTS COVERAGE

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism, which allows the archdiocese to extend liability coverage to an individual or organization using parish facilities for a non-parish sponsored event. For a cost of \$95 per event, \$1,000,000 in liability coverage is extended to a non-parish sponsored facility user (lessee).

WHEN SHOULD SPECIAL EVENTS COVERAGE BE UTILIZED?

Special Events Coverage can be used when a parish or other church institution is allowing an individual or organization to use its facilities for a non-parish sponsored activity. When determining whether or not an activity is parish sponsored, the following questions are helpful.

1. Does the parish have full control or final decision making authority over the function?
2. Do fees associated with the function flow through parish accounts?
3. If applicable, is the function open to all parish members?
4. Is the purpose of the function to facilitate learning, raise funds for the parish or to provide a social service on behalf of the parish?
5. Is the organizer or leader of the function a parish employee or volunteer?

Generally, if the answer to any of the above questions is "no", the activity is not parish sponsored meaning that the facility user needs to provide insurance which includes the archdiocese and the parish/school/agency as additional insureds.

When it is determined that an activity is non-parish sponsored, there are two options.

OPTION I

The attached Facility Usage/Indemnity Agreement can be completed by the organization using parish facilities. This agreement requires \$1,000,000 in liability coverage, which must name your parish and the archdiocese as additional insureds.

OPTION II

Special Events coverage can be purchased which will cover the individual or organization holding the activity, the parish, and the diocese.

WHO IS ELGIBLE FOR SPECIAL EVENT COVERAGE?

Special Events coverage is designed for archdioceses and parishes and can be extended to individuals and/or organizations (either profit or non-profit). 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 facilities.

We can also provide Special Events Coverage for Parish/School/Agency sponsored events now such as Parish Fairs, Crawfish Boil, Fun Run, Graduation, Class Reunions, etc.

WHAT IS COVERED BY SPECIAL EVENTS COVERAGE?

Below is a brief explanation of what is covered by Special Events 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.

- Most non-parish sponsored activities are covered by Special Events Coverage. Common examples are wedding receptions, family reunions, awards banquets, and fund raisers.
- \$1,000,000 in liability coverage for bodily injury and property damage is provided for the special event user, parish, and archdiocese. Please note that the \$1,000,000 limit is shared by the covered parties and is a "per event" coverage.
- Some types of events are not covered as follows:

- » Any event lasting longer than 72 hours
- » Fireworks
- » Events involving more than 1000 people
- » Events where admission is charged unless all 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 recreational vehicles

HOW DO I COMPLETE AND PROCESS THE SPECIAL EVENTS APPLICATION FORM?

The application form should be completed in full and must include the following information:

1. Name of Parish or Institution - Please include the name and address of them parish or facility where the event will be held.
2. Lessee Information (additional insured) - Please include the name of the individual(s) or organization holding the non-parish sponsored event.
3. Lessee (additional insured) Contact Person - Please indicate the name, address, and telephone number of the person primarily responsible for the activity.
4. Type of Activity - Please provide a brief description of the activity including the date, time, approximate number of participants, whether or not food and/or liquor is being served.
5. Processing the Completed Application - One copy of the application should be given to the lessee, another retained for your records and Catholic Mutual's Service Office. The original application should be submitted at least 15 business days prior to an event. The copy mailed to the Catholic Mutual's Service Office should be accompanied by a \$95 check made payable to Catholic Mutual from your parish. The renter has to pay you direct.

Any questions regarding the completion or processing of the application should be directed to Jesse Hamilton (jhamilton@catholicmutual.org or 504-527-5769) at Catholic Mutual's Louisiana Service Office.

HOW DO I KNOW IF MY PARISH HAS BEEN NAMED AS AN "ADDITIONAL INSURED?"

Many parishes have a difficult time determining when they have been named as an additional insured on a tenant, contractor or facility user insurance policy. Parishes often obtain a certificate of insurance, which names the parish as a "certificate holder." Please refer to Exhibit A where St. Augustine Parish has been named as a "certificate holder." It is not adequate to be named as a "certificate holder."

The insurance certificate furnished to the parish by the tenant, contractor or facility user must indicate in writing that both the parish and the Roman Catholic Church of the Archdiocese of New Orleans are named as an additional insured.

Please refer to Exhibits B and C for examples of certificates of insurance where parishes have been named as an additional insured. Please note that not every certificate of insurance naming the parish and the Archdiocese as an additional insured will look like Exhibits B and C. However, somewhere on the certificate the words additional insured must appear.

It is very important that the parish be listed as an additional insured rather than as a "certificate holder." As a "certificate holder," the parish has no legal rights under a tenant, contractor or facility user's insurance policy. However, when the parish has been named as an additional insured, the insurance policy of the tenant, contractor or facility user must defend the parish against claims, which resulted from tenant, contractor or facility user operations at the parish. The purpose of being named as an additional insured is to reduce the number of dollars spent on claims not related to parish activities. Therefore, it is essential that parishes verify that both the parish and the Arch/Dioecese have been named as an additional insured.

Since a contractor, tenant, facility user or parish festival vendor will have to make a specific request to their insurance company to get the parish named as an additional insured, it is important to inform them of this requirement well in advance.

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Insurance One Plaza East, Suite 240 Milwaukee, WI 53202		CONTACT NAME: Mike Smith PHONE (A/C No. Ext): 800-444-4444 ext 10 FAX (A/C No.): E-MAIL ADDRESS: msmith@statefarm.com PRODUCER CUSTOMER ID #: 45601															
INSURED Fun Time Inflatables 2200 S. First Street. Milwaukee, WI		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Farm</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	MLG5264304	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		UL004446	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 1. Certificate Holder is St. Joseph Parish
 2. St. Joseph Parish and the Archdiocese of Milwaukee are named as additional insured but only with respect to liability arising out of operations of Fun Time Inflatables, Inc.

CERTIFICATE HOLDER St. Joseph Parish 1212 W. Webster Milwaukee, WI	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NAMES OF PARISH CORPORATIONS

PARISHES WITH AMENDED CHARTERS FOR PARISHES INCORPORATED PRIOR TO 2009

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
4. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana (formerly St. Joan of Arc)
5. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana (formerly St. Matthias)
6. Christ the King Roman Catholic Church, Gretna, Louisiana
7. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana (formerly Corpus Christi)
8. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
9. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
10. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
11. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
12. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
13. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
14. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
15. Our Lady of the Holy Rosary Roman Catholic Church, New Orleans, Louisiana
16. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
17. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
18. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
19. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
20. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
21. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
22. Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
23. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
24. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
25. St. Agnes Roman Catholic Church, Jefferson, Louisiana
26. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
27. St. Anselm Roman Catholic Church, Madisonville, Louisiana
28. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
29. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
30. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
31. St. Augustine Roman Catholic Church, New Orleans, Louisiana
32. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
33. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
34. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
35. St. Christopher Roman Catholic Church, Metairie, Louisiana
36. St. David Roman Catholic Church, New Orleans, Louisiana
37. St. Dominic's Roman Catholic Church, New Orleans, Louisiana

38. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
39. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
40. St. Gabriel Roman Catholic Church, New Orleans, Louisiana
41. St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
42. St. Hubert Roman Catholic Church, Garyville, Louisiana
43. St. James Major Roman Catholic Church, New Orleans, Louisiana
44. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
45. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
46. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
47. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
48. St. John the Baptist Roman Catholic Church, Paradis, Louisiana
49. St. Joseph's Roman Catholic Church, Gretna, Louisiana
50. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
51. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana (formerly Holy Ghost)
52. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
53. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
54. St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
55. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
56. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana
57. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
58. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
59. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
60. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
61. St. Peter Roman Catholic Church, Reserve, Louisiana
62. St. Peter's Roman Catholic Church, Covington, Louisiana
63. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
64. St. Pius X Roman Catholic Church, New Orleans, Louisiana
65. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana (formerly St. Leo the Great)
66. St. Rita Roman Catholic Church, Harahan, Louisiana
67. St. Rita Roman Catholic Church, New Orleans, Louisiana
68. St. Rosalie Roman Catholic Church, Harvey, Louisiana
69. St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
70. St. Thomas Roman Catholic Church, Pointe a la Hache, Louisiana
71. Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana (formerly St. Raphael Archangel)

*The charter of The Congregation of St. Anthony Roman Catholic Church of McDonoghville has not been amended as of 5-20-10 because it is the only separately incorporated parish that has become a mission of another church (St. Joseph's in Gretna), and a determination has not been made regarding its corporate status.

NAMES OF PARISHES INCORPORATED AS OF JULY 1, 2009

1. Ascension of Our Lord Roman Catholic Church, Laplace, Louisiana
2. Divine Mercy Roman Catholic Church, Kenner, Louisiana
3. Holy Family Roman Catholic Church, Franklinton, Louisiana
4. Holy Family Roman Catholic Church, Luling, Louisiana
5. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
6. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
7. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
8. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
9. Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
10. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
11. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
12. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
13. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana
14. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
15. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
16. St. Benedict Roman Catholic Church, Covington, Louisiana
17. St. Benilde Roman Catholic Church, Metairie, Louisiana
18. St. Bonaventure Roman Catholic Church, Avondale, Louisiana
19. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
20. St. Cletus Roman Catholic Church, Gretna, Louisiana
21. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
22. St. Genevieve Roman Catholic Church, Slidell, Louisiana
23. St. Jerome Roman Catholic Church, Kenner, Louisiana
24. St. Joachim Roman Catholic Church, Marrero, Louisiana
25. St. John Bosco Roman Catholic Church, Harvey, Louisiana
26. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
27. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
28. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
29. St. Mark Roman Catholic Church, Ama, Louisiana
30. St. Martha Roman Catholic Church, Harvey, Louisiana
31. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
32. Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana
33. Good Shepherd Roman Catholic Church, New Orleans, Louisiana**

**Good Shepherd was incorporated in March of 2010. (The former St. Stephen's Parish was never separately incorporated and used the corporate name of Congregation of the Mission.)

**SCHOOLS OWNED AND OPERATED BY
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS
(CIVIL, LEGAL NAME OF THE ARCHDIOCESE OF NEW ORLEANS)
AND NOT SEPARATELY INCORPORATED**

1. Academy of Our Lady
2. Archbishop Chapelle High School
3. Archbishop Hannan High School
4. Archbishop Rummel High School
5. Archbishop Shaw High School
6. Cathedral Academy
7. Holy Rosary Academy and High School
9. Pope John Paul II High School
10. St. Charles Catholic High School
11. St. Michael Special School
12. St. Scholastica Academy