

SORROWFUL MOTHER CATHOLIC CHURCH  
Wheatfield, In

Rental Agreement

DATE: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE # \_\_\_\_\_  
OCCASION \_\_\_\_\_  
DATE TO BE RENTED \_\_\_\_\_  
HOURS TO BE USED \_\_\_\_\_

**Hall Rental Rates:**

Non Parishioners: Hall Rental \$100.00      Security Deposit \$75.00  
Insurance \$100.00

Parishioner: Hall Rental \$0.00      Security Deposit \$75.00  
Insurance \$100.00

All fees paid by NON-Parishioners must be paid by either cashier check or money order. No personal checks accepted. Personal checks will be accepted from Parishioners. Checks should be made payable to Sorrowful Mother Hall Account. The coordinator will determine if the Security Deposit will be refunded after the event has been cleaned up.

Renter must contact the Hall Coordinator and make arrangements for unlocking the hall.

SIGNATURE OF RENTER:

\_\_\_\_\_ DATE \_\_\_\_\_

SORROWFUL MOTHER CHURCH  
RENTAL INFORMATION

DATE:

WHO WILL BE RENTING THE HALL:

PARISHIONER \_\_\_\_\_

NON-PARISHIONER \_\_\_\_\_

WHAT WILL THE HALL BE USED FOR

BRIDAL SHOWER \_\_\_\_\_  
BABY SHOWER \_\_\_\_\_  
WEDDING RECEPTION \_\_\_\_\_  
ANNIVERSARY PARTY \_\_\_\_\_  
GRADUATION OPEN HOUSE \_\_\_\_\_  
OTHER \_\_\_\_\_

NUMBER OF PERSONS THAT WILL ATTEND \_\_\_\_\_  
DATE YOU WISH TO RENT THE HALL \_\_\_\_\_  
TIME YOU WISH TO BEGIN RENTAL \_\_\_\_\_  
TIME YOU END RENTAL \_\_\_\_\_

YOU MAY NOT REMOVE ANY CHURCH PROPERTY FROM THE HALL.  
ALL TRASH MUST BE REMOVED IMMEDIATELY FOLLOWING THE RENTAL.  
FLOORS MUST BE SWEEPED AND ANY SPILLS WIPED UP WITH WATER ONLY.  
ALL TABLES, CHAIRS AND EQUIPMENT USED MUST BE RETURNED TO THEIR ORIGINAL PLACES.  
YOU WILL NEED TO BRING PAPER SUPPLIES, FOR INSTANCE TABLE PAPER, PLACEMATS, PLATES, NAPKINS, SILVERWARE/PLASTICWARE, SERVING PLATES. PLATTERS BOWLS ETC. DISH TOWELS OR PAPER TOWELS.  
YOU MAY USE THE NORTH SIDE OF THE KITCHEN WHICH INCLUDES STOVE, REFRIGERATOR, COOLER, WARMER, SINKS AND COFFEE POTS.  
IN THE EVENT THAT A PARISHIONER SHOULD PASS AWAY WE USUALLY HAVE A FUNERAL DINNER WHICH WOULD EFFECT A WEEK DAY OR A SATURDAY, SO WE MAY REQUEST THAT YOUR PARTY BE RESCHEDULED LATER IN THE AFTERNOON.  
SUNDAYS FROM SEPTEMBER 1 THROUGH JUNE 1 THE HALL WILL BE AVAILABLE AFTER RELIGIOUS EDUCATION PROGRAM.  
IN GENERAL ALL FOOD SHOULD BE PREPARED OFF SITE AND HEATED UP IN OUR KITCHEN.  
ALL RENTALS SHOULD BE SCHEDULED AT LEAST TWO MONTHS IN ADVANCE SO THAT PROPER INSURANCE CAN BE SECURED.

SIGNATURE OF RENTER \_\_\_\_\_ DATE \_\_\_\_\_

**PARISH HALL RENTAL;**

**TO RENT SORROWFUL MOTHER PARISH HALL YOU MUST CONTACT JOE OR GENNY MISCH AT 956-3036 SO THEY CAN SCHEDULE YOUR RENTAL AND MAKE SURE THE HALL IS READY FOR YOU TO USE. AT THAT TIME THEY CAN GIVE YOU A QUOTE FOR THE RENTAL: THE HALL IS AVAILABLE FOR RENTAL BY INDIVIDUALS, GROUPS, PARISH ORGANIZATIONS, (PARISHIONERS ALSO NEED TO LET US KNOW WHEN THEY NEED TO USE KLEIN HALL SO THAT NOTHING ELSE IS SCHEDULED AT THE SAME TIME, SO AS SOON AS YOU KNOW WHEN YOU NEED TO USE THE HALL OR IF YOU HAVE SCHEDULES ALREADY MADE UP FOR THE YEAR PLEASE GIVE THEM A COPY) THANK YOU!**

## FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non-parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of nonparish 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 Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other, organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

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

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

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

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

**FACILITY USAGE/INDEMNITY AGREEMENT**

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

PARISH is understood to include the Diocese of Lafayette-in-Indiana.

FACILITY

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

DATES OF FACILITY USAGE:

\_\_\_\_\_

TYPE OF FACILITY

USAGE: \_\_\_\_\_

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

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

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

SIGNED BY: \_\_\_\_\_

(Must be an official agent of FACILITY USER)

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

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

## **ADULT HOLD HARMLESS/INDEMNITY AGREEMENT**

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

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

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

# ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

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

ACTIVITY PARTICIPANT OR FACILITY USER: \_\_\_\_\_

DATES OF ACTIVITY OR USAGE: \_\_\_\_\_

TYPE OF ACTIVITY OR USAGE: \_\_\_\_\_

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

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the abovementioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

NAME (please Print): \_\_\_\_\_

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

# GUIDELINES FOR KLEIN HALL RENTAL/USAGE

## **SAFETY GUIDELINES FOR PARISH HALL RENTAL/USAGE**

### **Introduction**

The following safety and insurance guidelines are designed to assist parishes with the rental/usage of their parish hall. The guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish hall rentals. If the information outlined in these guidelines does not adequately address your questions, please contact Catholic Mutual's Risk Management Department at (800) 228-6108.

### **Parish Hall Coordinator**

Each parish should appoint an individual to regulate the usage of the parish hall. The parish hall coordinator will be responsible for ensuring that the safety requirements outlined in these guidelines are met. The parish hall coordinator also allows for easy identification of the individual responsible for decisions associated with usage of the hall.

### **Parish Sponsored Versus Non-Parish Sponsored Hall Usage**

The parish hall coordinator should determine whether or not an activity in the parish hall is parish or nonparish sponsored. The criteria on the Facility Usage Indemnity Agreement will assist in identifying whether the activity or group is parish sponsored.

If an activity is parish sponsored, it will usually be covered under the Diocese's insurance program. The hall safety guidelines should still be followed for a parish-sponsored activity. If it is determined that the hall usage is non-parish sponsored, there are two options:

1. The organization or individual using parish facilities can complete the Facility Usage/Indemnity Agreement. This agreement requires \$1,000,000 in liability coverage. The liability coverage must name your parish and the Diocese as an additional insured.
2. If available within your Diocese, Special Events Coverage can be utilized to cover the individual or organization holding the activity, as well as the parish and the Diocese.

Please contact Catholic Mutual if you desire any assistance differentiating between a parish and non-parish sponsored activity.



## **Parish Premises Safety**

Most claims associated with parish premises result from slips, trips, and falls. The majority of these accidents can be prevented with a good parish inspection and maintenance program.

### **Exterior Hazards**

- Weather Related Perils - Snow and ice frequently cause slip and fall accidents. Fortunately, proper snow removal procedures along with salting can effectively treat this hazard. Activities in parish halls usually involve numerous people. Therefore, it is critical that the parish hall coordinator ensure that staff is available for snow and ice removal before, during and after an activity. Additionally, snow removal equipment and salt should be made available to the hall user.
- Cracked and uneven pavement! Sidewalks are a common exterior trip hazard. Uneven surfaces should be identified and repaired (if possible, prior to a parish hall activity). If a permanent repair is not possible, uneven areas should be highlighted with yellow, orange, or white paint.
- Inadequate lighting often leads to an accident. Accordingly, parking lots and sidewalks should be well lit.

### **Interior Hazards**

- Indoors, people most commonly slip on debris or condensation. During large events in parish halls, it is common for debris to accumulate on floors or condensation to be tracked in from the outdoors. In either case, it is critical that parish maintenance be present to monitor tracking services and clean as necessary. For a non-parish sponsored use of the hall; another option is to furnish cleaning supplies to the individual or group using the hall.
- Adequate lighting is also critical to prevent outdoor accidents. It is particularly important to ensure that entryways and stairwells are well lit.

### **Emergency Lighting**

Due to the potential size of activities held in parish halls, halls should be outfitted with emergency lighting. The number of emergency lights required varies dependent upon the size of the hall. Generally, when installing emergency lighting, it should be ensured that exits are clearly illuminated during a power outage.

### **Blood borne Pathogen Cleanup and First Aid Kits**

The clean up of bodily fluids presents a unique liability exposure. Parish halls that are utilized on a regular basis should have a blood borne pathogen clean up kit present in the parish hall. Likewise, a first aid kit should be made available during hall activities. For non-parish sponsored hall activities, the location of the blood borne pathogen cleanup kit and first aid kit should be made known to the hall user.

### **Fire Extinguishers**

An adequate number of five-pound ABC dry chemical fire extinguishers should be located in the parish hall.

### **Security/Key Control**

The parish hall coordinator should assess each hall activity to determine whether or not security is needed. If it is, the parish should arrange for appropriate security personnel to be present at the activity. For nonparish sponsored activities that require security, the parish hall coordinator should make it a requirement of the hall rental agreement that the hall user hire security. Key control is a critical element of parish hall usage. Often times, keys are distributed to an inappropriate number of people. The spreading of keys, even to reliable parishioners, severely weakens a parish's security. It is recommended that keys not be given out to individuals using the hall. The preferred method is for the

Hall coordinator or appointed representative to open up the parish hall prior to an activity and lockup when the activity is complete.

### **Alcohol**

No alcohol is allowed in Klein Hall.

### **Food Preparation and Service**

Many parishes sponsor events in their hall where food is prepared. Serious injury or illness can arise from the consumption of contaminated food. A few simple steps can help control this exposure. In general all food should be prepared off site and heated up in our facility.

- For food preparation by the parish, a list of all suppliers along with purchase invoices should be kept. Food must be stored under the proper temperature once it is delivered to the parish. Prior to the food being used, it should be inspected for any signs of contamination or spoilage.
- Once food is opened for use or preparation, proper handling and storage precautions must still be followed. Frozen foods should never be thawed on a counter top, but instead thawed in the refrigerator or in a bag under cold running water.
- Parish employees or volunteers often prepare food. Workers should be reminded to wash their hands with soap and warm water before handling food. Also, gloves and hair restraints should be worn. All kitchen surfaces and utensils should be kept clean and sanitary.
- Prior to distribution, it must always be verified that food has been cooked thoroughly in order to destroy bacteria. It is recommended that thermometers be utilized to determine if the internal temperature of the food has reached a safe temperature.

Internal temperatures should reach 160 degrees. For poultry, temperatures need to reach 185 degrees. During the service of food, food that will not immediately be dispensed should be kept at above 140 degrees for warm food and below 40 degrees for foods served cold.

Food should not be left in Klein Hall refrigerator or freezers without first consulting with the Parish Hall Coordinators.

The above food preparation and service guidelines should also be adhered to for non-parish sponsored activities with the parish hall coordinator ensuring that this is done.

### **Clean-up**

Before completing a function at Klein Hall the Renter must have the facility checked by the Klein Hall Coordinator.

### **Fees**

There is no cost to use Klein Hall for parish events. Non-parishioners will be charged \$100.00 for each event. Everyone will be charged a \$75.00 damage deposit. The coordinator will determine if the damage deposit is returned or not after the clean-up is finished. All rentals will be required to get the diocesan insurance for their event. It cost \$100.00 for the insurance.

# KLEIN HALL RULES

1. You are welcomed to rearrange tables and chairs; however, they must be returned to the original location after the event. Do not remove any property from the Hall.
2. Smoking, and/or the use of controlled substance or weapon are strictly prohibited. This is a DRUG FREE, ALCOHOL FREE, SMOKE FREE ZONE.
3. Proper language/behavior are required at all times. The noise level should be kept to a sensible level.
4. No gum allowed in Klein Hall.
5. No one under the age of 18 allowed in the Klein Hall without adult supervision. (One adult for every six children) Adult must have had the Diocesan Protocol Training.
6. Do not put anything on the walls or ceiling of the hall. You may decorate the glass part of the window. You may tape things to the light fixtures with a painter's tape.
7. When finished with using Klein Hall, please take the trash out to the dumpster.
8. Anyone using Klein Hall is not allowed in the church area.
9. When leaving do not leave any food or drink in the refrigerators or freezers.
10. If you make a mess, clean it up. Please use only water in cleaning up on the floors (no soap). Brooms and mops are located behind the door near the stove.
11. No one using facility should change the heat or air conditioner controls.
12. When leaving, turn out the lights, check restrooms (lights, flush toilets, check for running water) and make sure all outside doors are locked. Make sure the gas is turned off on the stove and oven. Make sure all refrigerators and freezers are shut. Make sure the warmer is unplugged.
13. Report any maintenance problems so corrections can be made. (Leave message on priest's phone, 956-3343.)
14. The Church of Sorrowful Mother has the authority to ask any group or individual using the Klein Hall and/or any other facility to comply with all the above conditions. Those who fail to comply will be asked to leave the building.

15. Persons and/or organizations using Klein Hall or other facilities assume all liabilities during use. The Church of Sorrowful Mother assume no responsibility.

16. If you use any linen in the kitchen or hall, you must launder them yourself and return them within two days to their proper location.