

## **St. Lawrence Hall Rental Agreement**

As a matter of general policy, St. Lawrence Congregation of Hartford, WI expressly prefers and grants priority to parish-sponsored events, considering non-parish sponsored events only occasionally.

If a non-parish sponsored event has been determined acceptable to St. Lawrence Congregation the following conditions and requirements must be met in order to use the facility:

1. A Facility Usage/Indemnity Agreement must be completed by the individual/organization using St. Lawrence Congregation Church facilities; this agreement requires the non-parish sponsored event to have \$1,000,000 in liability coverage which must name St. Lawrence Congregation as additional insured.
2. If your non-parish sponsored event is approved by St. Lawrence Congregation, a \$1,000,000 short-term liability policy called Special Events Coverage must be applied for and purchased by individuals or organizations (either profit or non-profit) through Catholic Mutual Group (262-255-6906).
3. There are exclusions on Special Events Coverage, including events lasting longer than 72 hours, involving fireworks, more than 1,000 people, where admission is charged (unless all proceeds go to charity), involving amusement devices, trampolines or a rebounding device(s), carnivals or carnival type events; events involving inflatable amusement devices (unless pre-approved; charge of \$100 per device applies), sporting events (including camps or tournaments), events involving pool or lake activities, recreational vehicles, Bring-Your-Own beer or liquor, political rallies, concerts featuring musical bands playing rap/hip-hop/ alternative (non-religious music), and events organized/run by a professional promoter are not covered.
4. St. Lawrence Congregation strictly prohibits the sale and the service of alcoholic beverages at all non-parish sponsored events.
5. Rental of the church hall is subject to the following:
  - Absolutely NO admission to the church
  - Trash to be bagged and placed in the dumpster outside of the church hall
  - No hanging items from the ceiling or on the walls except where hooks currently exist
  - No taping to ceiling or wall
  - Upon completion of the event all carts, counters, ovens and tables used must be washed with soap and water. Carts and tables must be returned to original location. All floors should be swept for obvious debris, and mopped if necessary.
  - No blocking of exits
  - No smoking permitted
  - The event must be completed by 3:00PM on Saturday and may not start prior to 11:00AM on Sunday
6. St. Lawrence Congregation requires that non-parish sponsored events must hire a member of the parish maintenance staff to be on-site during entire set-up, operation, and clean-up after the event, paid their current hourly rate and mileage by event sponsor, not St. Lawrence Congregation.
7. The fee for use of the church hall is \$250 (for 1-100 persons) and \$500 (for 101-250 persons) with an additional fee for church kitchen usage based on the number of persons in attendance. Non-parish sponsored events will need to provide all of their own utensils, pans and serving ware, and will need to provide their own washcloths and towels. Available equipment includes refrigerator, sinks, oven, and stove. The non-parish sponsored event MAY NOT use any of

the church's supplies (including but not limited to plates, cups, bowls, carafes, coffee pots, silverware, serving trays, Nesco roasters, paper napkins).

8. A security deposit of \$250 will be charged, returnable in full if maintenance staff finds all in order; deductions will be made for any damage determined by our staff to be event-associated.
9. All fees must be paid in advance; event participants/sponsors have no access to premises prior to receipt of payment.

The facilities of St. Lawrence Congregation are first and foremost for parish sponsored events and any consideration that allows for non-parish sponsored events is to be construed a privilege, not a right, whether by association or other relationships.

Rental Date: \_\_\_\_\_

Hours of Use: \_\_\_\_\_

I have read the St. Lawrence Hall Rental Agreement and the Facility Usage/Indemnity Agreement (collectively, the "Agreements"). I understand the Agreements and agree to be bound by all terms contained therein and hereby agree to take responsibility for adherence to this policy and for any misuse of the facilities.

Signed: \_\_\_\_\_  
NAME DATE

APPROVED BY:

\_\_\_\_\_  
PASTOR DATE

FOR OFFICE USE:

\_\_\_\_\_ Fees received  
\_\_\_\_\_ Insurance form received  
\_\_\_\_\_ Custodian notified  
\_\_\_\_\_ Security Deposit refunded; custodian paid

Approved: May 18, 2023

Effective Date: May 18, 2023

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# **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non-parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that must sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$500,000 per occurrence. This certificate of insurance must name your parish and the Diocese/Archdiocese 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 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 that 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:** \_\_\_\_\_

**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 and the Archdiocese of Milwaukee 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 five hundred thousand dollars (\$500,000) per occurrence. FACILITY USER also agrees to have the PARISH and The Archdiocese of Milwaukee named as an "Additional Insured" on its general liability policy for the DATES 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 Archdiocese of Milwaukee or 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 and the Archdiocese of Milwaukee 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 and/or The Archdiocese of Milwaukee by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, whether such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of the FACILITY USER.

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

(Must be an official agent of FACILITY USER)

**NAME AND TITLE:** \_\_\_\_\_

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