

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism, which allows the arch/diocese to extend liability coverage to an individual/organization using parish facilities for a non-parish sponsored event. For a cost of \$65 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/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. Did the parish have full control or final decision making authority over the function?
2. Did any fees associated with the function flow through parish accounts?
3. If applicable, was the function open to all parish members?
4. Was 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. Was 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 arch/diocese and the parish 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 \$500,000 in liability coverage, which must name your parish and the arch/diocese as an additional insured.

OPTION II

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

WHO IS ELIGIBLE FOR SPECIAL EVENTS COVERAGE?

Special Events Coverage is designed for arch/dioceses 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.

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 arch/diocese. Please note that the \$1,000,000 limit is shared by the covered parties and is a “per event” coverage.
- Liquor liability coverage is provided.
- Some types of events are not covered.
 - 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

FACILITY USAGE/INDEMNITY AGREEMENT

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

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

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$500,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

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

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

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

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH : _____

PARISH is understood to include the Arch/Diocese of _____

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

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

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than five hundred thousand dollars (\$500,000) 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: _____