

Diocese of London

Parish Facility Usage and Rental Policy

Updated April 2024

Parish halls and ancillary meeting spaces must be used according to this policy. Those parishes that have a hall must decide whether the hall will be used only for parish events or whether the hall may be rented out for non-parish events.

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.

Non-parish events include baby showers, election polling stations, wedding receptions, and use of the facilities by non-parish groups or organizations, such as Alcoholic Anonymous (AA), Catholic Womens' League (CWL), Society of St. Vincent de Paul (SSVP) and Knights of Columbus (KofC). Although the members of the CWL, SSVP and KofC are generally comprised of parishioners, these groups are separate legal entities with their own legal and governance structure and therefore they are not considered parish groups.

When the facilities are being rented for a non-parish event the "Facility Usage/Indemnity Agreement" must be used and signed by the user and the parish. Groups that have a series of meetings throughout each year can use one agreement to cover meetings for one year or longer. You may wish to use a separate schedule for meeting dates. The parish will need to decide its rate for rentals. In some cases, there will be no charge.

The renter must also obtain event liability insurance and if alcohol is to be served, host liquor legal liability insurance. The certificate of insurance must be provided to the parish. Insurance may be obtained through the renter's broker/insurer or through a program with Gallagher Insurance. For organizations that cannot obtain insurance, the "Adult Hold Harmless Agreement" must be completed by each participant.

Any meeting or event where alcohol is to be served requires a Special Occasion Permit (SOP) through the Liquor Control Board of Ontario (LCBO). The SOP can be purchased online at www.agco.ca. Once the SOP is obtained, it needs to be taken to the LCBO for the purchase of alcohol. All alcohol to be served must be bought in this way. Unopened alcohol may be returned. The SOP must be visibly displayed at the bar during alcohol service. The bartender must have a current valid Smart Serve license.

Funeral luncheons are an exception to the rule. No facility usage agreement or insurance is required unless alcohol is being served. If alcohol is being served, you MUST obtain a SOP, along with the Facility Usage/Indemnity Agreement and insurance.

When rental of off-site venues is required for parish activities, a contract must be signed with the venue operator if insurance is required.

If you have any questions regarding this policy, please contact the office of the Chief Financial Officer for the Diocese of London.



DIOCESE OF
LONDON

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 two million dollars (\$2,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

The Licensee shall use the Premises solely for the purpose of _____, and for no other purpose without the prior written consent of the Pastor of the Parish or his delegate. The Licensee acknowledges that the Premises may in no event be used for any purpose which is unlawful or contrary to the practices, or teachings on matters of faith and morals, of the Roman Catholic Church as interpreted by the Bishop of the Diocese.

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: _____

Terms and conditions attached? Yes No

If yes, Facility User must initial and/or sign the Terms and Conditions.