



The Roman Catholic Diocese of
BATON ROUGE
FINANCIAL AFFAIRS

April 11, 2025

To: Pastors, Principals, Agency Directors

From: Eric C. Raby, MBA, JD

RE: Third Party Special Event Insurance

A **third-party special event** insurance policy has been purchased for **all** diocesan locations. This policy provides protection for your location for liabilities arising while your facility/premises is used by a third party for their own activity or event. This coverage is meant for outside parties renting your parish hall, activity center, or other space for receptions, meetings, lunches, etc.

- The deductible is \$5,000 for a single claim/\$10,000 for a common cause event.
 - This deductible is the responsibility of the insured/location.
- This coverage is not meant for parish fairs or any events with over 1,000 attendees.

The attached application form should be emailed to ichavez@diobr.org.

Each third-party is required to use the facility use agreement.

The fee for this insurance is \$150/event.

- This fee is not purchasing an individual policy. The fee is deferring the cost of the entire policy purchased with the diocesan insurance package purchased on July 1, 2024.
- An invoice will be issued to your **location** for payment upon receipt of a completed application.
 - Do not send payment from your third party.



The Roman Catholic Diocese of
BATON ROUGE
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APPLICATION FOR SPECIAL EVENTS COVERAGE

(Liquor Liability Included)

Cost of Coverage: \$150 Per Event

Name of Parish or Institution:

Street (Physical) Address (No P.O. Boxes):

City/State: _____ **Zip Code:** _____

Phone.: _____

Lessee (Additional Insured) Information:

Name of Sponsoring Organization or Individual Requesting Coverage

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

Name: _____

Street Address: _____

City/State: _____

Telephone: _____

Date of Event: _____

Type of Special Event (Example: wedding reception, anniv. party, etc. If it is a FUNDRAISER, be specific about what is occurring):

Time of Event: From _____ **AM/PM To** _____ **AM/PM**

Is this an overnight event?

Yes

No

Approx. Number of Participants: _____

Is Food being Served?

Yes

No

Is Liquor Being Served?

Yes

No

COVERAGES DOES NOT APPLY TO CERTAIN EVENTS, SUCH AS, BUT NOT LIMITED TO:

Any carnival event or event with over 1000 attendees

- Inflatables, amusement rides, including mechanically. Operated devices, trampolines, and rebounding devices
- Fireworks & firework displays.
- Events involving "BYOB" (bring your own bottle)
- Events involving pool or lake activities.
- Events involving recreational vehicles.
- Rap/Hip-Hop/Alternative Music (non-religious bands)
- Events organized or operated by professional promoters/performers
- Political Rallies

**Email completed form to ichavez@diobr.org.
Parishes or institution will be billed for this coverage**

If further coverage is need for a Parish Fair or event that is excluded, please contact Mr. Eric Raby, Risk Manager of the Diocese, at (225) 242-0195 or eraby@diobr.org

FACILITY USE AGREEMENT

This Facility Use Agreement ("**Agreement**") is entered into as of the date(s) set forth on the signature page hereto, by and between _____, a Louisiana non-profit religious corporation ("**Owner**") operating within the Diocese of Baton Rouge, domiciled at _____, and the undersigned User ("**User**"), for the temporary use of the Facility (as defined below) on the dates and at the times set forth below.

1. Owner hereby grants to User, on the terms and conditions set forth in this Agreement, a temporary, non-exclusive, revocable license and right of use of the following facilities located at the Owner's property (collectively the "**Facility**") (the below should describe the areas where User is granted access):

2. User shall use the Facility solely the following purposes (the "**Permitted Use**") and for no other purpose (the below should include the specific use – e.g., wedding reception, anniversary celebration, fundraiser, sporting event, family reunion, baby showers, birthday gathering, etc.):

3. Dates & Times of User's access to and use of the Facility for the Permitted Use shall be as follows (the below should include all times for early access for set-up and post-event access for clean-up and removal):

Date(s): _____
Time(s): _____

User shall use and occupy the Facility as a prudent administrator and in a safe and careful manner at all times, and immediately upon the expiration of each time period set forth above, shall return the Facility to Owner in the same condition as received by User.

4. In consideration for use granted herein, User agrees to pay to Owner the charges, fees, deposits and other amounts set forth on the fee schedule attached hereto as Exhibit A.
5. Notwithstanding the provision of an on-site manager or any other personnel or measures, Owner does not assume any responsibility under the terms and conditions of this Agreement for security to User or to any third parties who are in any way related to or connected with User or any activity or event conducted by User at the Facility ("**User-Related Parties**"). **Further, User expressly assumes the obligation of providing and maintaining at its sole cost its own security services, and taking all necessary steps deemed prudent by User to provide adequate security to User**

and all User-Related Parties. Owner does not represent or warrant that the Facility is free from independent criminal acts.

6. User represents and warrants that it has inspected and accepts the Facility, including all of its improvements, in their present state and without any representation or warranty whatsoever by Owner as to the condition thereof. User acknowledges that Owner will be deemed to have delivered possession of the Facility to User in its “as is “ present condition, with no warranties of any kind concerning the condition or character of the Facility, including without limitation any warranty as to: (i) the absence of latent or apparent defects in the Facility; (ii) the compliance of the Facility with any applicable federal, state or local codes for health, safety, or accessibility, including but not limited to the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Louisiana Department of Environmental Quality and all other federal, state and local regulatory agencies; (iii) the absence of any mold or similar health hazards in the Facility; and (iv) the suitability or fitness of the Facility for the conduct of the Permitted Use or for any other purpose. User has had the opportunity to conduct such investigation and study on and of the Facility as it deems necessary for the Permitted Use under this Agreement, and as such, User waives its right to object to: (x) the physical characteristics of the Facility; (y) the Facility’s compliance with legal requirements; and (z) any and all existing conditions. User has inspected and assumes responsibility for the condition of the Facility and releases Owner from liability for any and all injuries caused by any defect therein to the full extent allowed by the provisions of LA R.S. 9:3221.
7. User covenants and agrees that no part of the Facility shall be used at any time for a purpose that contradicts the teachings or beliefs of The Roman Catholic Church. Further, User agrees that it will abide by all policies of Owner and The Roman Catholic Church of the Diocese of Baton Rouge (the “**Diocese**”), and it will cause its guests to do so, at all times while on the Owner’s campus. User and all User-Related Parties shall use the Facility in strict accordance with all applicable laws, statutes, rules and regulations, and all rules, regulations, policies and procedures from time to time enacted or maintained by Owner for the use of the Facility or the Owner’s facilities generally including, but not limited to, those policies and regulations set forth on Exhibit B attached hereto.
8. User will ensure that no tobacco, weapons or controlled substances will be allowed, sold, distributed or used by anyone on the Owner’s campus or at the Facility during or in connection with its use by any User-Related Party. ***If alcohol is served at any event, User shall (i) obtain and provide Owner with evidence that all licenses and permits have been obtained by User in order to serve alcohol in connection with the Permitted Use, (ii) at all times abide by all federal, state and local laws, rules and ordinances with respect to the possession, sale or distribution of alcohol, and (iii) obtain separate liquor liability insurance by selecting such coverage as part of the special events coverage referenced in Section 12 below. Any alcohol sold or distributed as part of the Permitted Use must be served by User or other properly licensed and permitted individuals, and in no event shall User allow any bring-your-own-bottle (BYOB) or bring-your-own-liquor (BYOL) for any event held in the Facility.***
9. User agrees to pay promptly upon request for any and all damages caused to the Facility and/or personal property of Owner used by it or any other User-Related Party in connection with or in any way related to the rights granted to User under this Agreement.

10. User agrees to provide adequate and necessary medical emergency staff in connection with its use of the Facility if applicable.
11. To the fullest extent permitted by law, neither Owner nor the Diocese shall be responsible for damages caused by any defects in the Facility or the consequences thereof. Neither Owner nor Diocese shall be liable for any damage to property or injury or death to person sustained by User or its employees, contractors, sub-contractors, guests or invitees or any other person(s), and all such liability is expressly assumed by User. User agrees to defend, indemnify, and hold harmless Owner and the Diocese, and its/their respective members, directors, officers, clergy, administrators, officials, employees, representatives, agents, members, participants, successors and assigns, and their related entities (each a **"Owner Party"** and collectively, the **"Owner Parties"**) from and against any and all claims, causes of action, controversies, lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, including without limitation attorneys' and other professional fees and expenses (collectively, **"Claims"**), which arise out of or are in any way related to User's use of the Facility, including but not limited to any Claims alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising out of (a) User's use of the Facility, (b) the acts, negligence, intentional acts, fault or willful misconduct of User, its employees, agents, invitees, visitors, organizational members or contracting parties, (c) premises liability and/or defects in the Facility, and/or (d) User's performance of and/or failure to perform its obligations under this Agreement. USER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OWNER PARTY FOR THEIR NEGLIGENCE OR FAULT, INCLUDING PROPERTY DEFECTS.
12. On or before the date which is one month before the first day of User's use of the Facility as set forth in Section 3 above, User shall obtain special events coverage by purchasing such coverage, through the Diocese, from the Diocese's preferred insurer. Information regarding the required special events coverage, and the application process for obtaining such coverage, are set forth in Exhibit C attached hereto. User shall deliver evidence of the required special events coverage to Owner no less than five (5) business days prior to the first day of User's use of the Facility as set forth in Section 3 above. User shall meet and comply with, at all times, all requirements or conditions for the above-referenced insurance coverage.
13. User hereby agrees that no Owner Party shall be liable for any accident, injury or theft, including but not limited to accident, injury or theft of vehicle or vehicle contents, suffered by User and/or its business and/or that of its employees, representatives, contractors, subcontractors, agents, actors, invitees, and parties in privity therewith and, further, that no Owner Party shall be liable for any damage to the property of User, its employees, representatives, contractors, subcontractors, agents, actors, invitees and parties in privity therewith, including but not limited to – and which is specifically acknowledged by User – any accident or theft caused by the negligence or strict liability of any Owner Party and/or from the physical condition of the Facility, but excluding any damage caused by the intentional misconduct or gross negligence of such Owner Party.
14. Owner may terminate this Agreement (i) immediately upon notice to User in the event User breaches any term or provision hereof, or (ii) without cause upon five (5) days' advance written notice to User.

15. User shall be fully responsible for implementing and maintaining standards of conduct and preventative measures to reduce the spread of the COVID-19 virus in connection with User's use of the Facility, including (without limitation) following all federal, state and local guidelines, executive orders, laws, rules and regulations relating to COVID-19. User freely assumes all risks associated with the COVID-19 virus, both known and unknown, even if arising from the actual or alleged negligence of Owner Parties or others, and hereby assumes full responsibility for all such risks in connection with User's use of the Facility. User hereby agrees to release, indemnify and hold harmless each Owner Party from all claims, damages, injuries (including personal injury, illness, permanent disability and even death), liabilities, obligations, costs (including without limitation reasonable attorneys' fees and court costs), and causes of action arising out of or in any way relating to User's use of the Facility.
16. User shall not have the right to license, sublicense, lease or sublease the Facility or any part thereof or to assign any or all of its rights hereunder without Owner's prior written consent in its sole discretion. Any license, sublicense, lease, sublease or assignment to which Owner has not consented or that is otherwise not in accordance with the provisions of this Agreement shall be void, and will, at Owner's option, constitute a default hereunder.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, electronic .pdf and facsimile copies hereof and electronic .pdf and facsimile signatures hereof shall be authorized and deemed effective. This Agreement shall be deemed to have been drafted by Owner, and in the event of a dispute, it shall not be construed against Owner. The Diocese is an intended third-party beneficiary of this Agreement.
18. Notices required or permitted by this Agreement shall be directed (i) to Owner at its address given at the top of the first page hereof and (ii) to User at User's address indicated below User's signature hereto.
19. User acknowledges the content of all exhibits attached hereto and agrees to abide by all regulations set forth in each exhibit.

[Signature Page(s) to Follow]

THUS DONE AND SIGNED, effective as of the date first-stated above.

OWNER:

[_____]

By: _____

Name: _____

Title: _____

Date: _____

USER:

Print Name: _____

Date: _____

Address: _____

Phone: _____

E-mail: _____

EXHIBIT A

Fee Schedule

[The church or school should include, below, the fees, charges, deposits, etc. that will be required for use of its facilities.]

EXHIBIT B

Policies, Rules and Regulations

[The church or school should include, below, any specific policies, rules and regulations for use of church or school facilities, including those it has in choosing how and when to allow parishioners, non-parishioners, school-related or non-school-related parties to use church or school facilities, as applicable.]

EXHIBIT C

Special Events Coverage

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism which allows a diocese or religious organization to extend liability coverage to an individual or organization using parish facilities for a non-parish/non-school sponsored event.

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

The attached Diocese of Baton Rouge Application for Special Events Coverage (Liquor Liability Included) form should be completed in full and must include the following information:

1. Name of Parish or Institution – Please include the name and street address of the church parish or school 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/non-school 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 but specific description of the activity including the date, time, approximate number of participants, and whether or not food and/or liquor is being served.
5. Once the application is completed, the Owner (on behalf of the User) must submit the completed form to ichavez@diobr.org as indicated on the application. Note that the Owner will be billed for the cost of coverage; if User is to bear this cost, please note that checks should be made payable to the Owner.

The application should be submitted at least 15 business days prior to an event.