



## **DIOCESE OF MADISON RENTING PARISH FACILITIES**

For limited, occasional, or short-term (generally less than one month) paid or unpaid use of parish facilities by individuals or outside entities.

This policy has been developed to assist in determining whether, and under what circumstances, to permit a non-parish or non-school group to use a parish or school facility for a short period of time. Parish, school, and diocesan groups have priority in the use of parish and school facilities. In the spirit of community service, and in the spirit of evangelization, facilities may be used by persons and groups so long as the use is consistent with this policy and the teachings of the Roman Catholic Church and follows the best practices articulated below. Your diligence in following this policy will benefit your parish and the Diocese by minimizing exposure to loss.

Recognizing the tax-exempt status of parish, the rental fee for the use of a facility should be clearly recorded in the applicable financial records.

### **USE OF FACILITY**

The use of parish, school, or institutional facilities shall not be granted to any individual, group, or organization, whether parishioners or non-parishioners:

1. Whose purpose, tenets, acts or omissions, or objective contradict the faith and morals of the Catholic Church or the policies of the Diocese of Madison, as determined by the Bishop of Madison;
2. When the activity for which the facility is to be used contradict the faith and morals of the Catholic Church or the policies of the Diocese of Madison, as determined by the Bishop of Madison;
3. When doing so, would directly involve the Church in partisan politics in support of one candidate for civil office and in opposition to other candidates for the same office;
4. When unlawful, unsafe, or hazardous activity may occur as a result; or
5. Whenever the pastor or administrator or the Diocese determines that the granting of such permission will not be in the best interest of the parish, its parishioners, the faithful, or the Diocese, or that the denial of such use is necessary to avoid scandal.

There is a difference between buildings that are built exclusively for worship or assistance in worship and buildings which may have multiple purposes. The primary purpose and function of the Church building is the prayer of the faithful. Any other use proposed to be made of the Church building shall not be of a nature that may contradict the Church building's primary purpose and function, in keeping with the canonical norms regulating sacred space.

## **PARTY REQUESTING USE**

To determine if an organization is parish sponsored or affiliated, the following five questions must be answered in the affirmative:

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

All groups that are not sponsored by a Diocesan parish must complete the *Facility Use Agreement*. Examples of these groups are:

1. Boy Scouts, Knights of Columbus, American Legion, home school groups, or other similar organizations that use parish facilities for meetings or fundraisers.
2. Sport teams or sport classes/clinics not sponsored by the parish.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties, or other similar activities.
4. Any other organization, municipality, or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

To use any parish facility, the above groups must provide a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate must name the parish, the Diocese, and the Bishop of Madison as an “additional insured” (not “certificate holders”).

## Facility Use Agreement

This Facility Use Agreement is entered into by and between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Licensee), for Licensee's rental of the facility space known as \_\_\_\_\_ (the "Facility") and located at \_\_\_\_\_, Wisconsin, and the terms are fully described in this Agreement. Owner is defined in this agreement as inclusive of the parish or school, the Diocese of Madison, and Bishop Donald Hying.

### The Parties Agree as Follows:

Event Specifics:

Date of the Event: \_\_\_\_\_

Duration of the Event: from \_\_\_\_\_ a.m. p.m. to \_\_\_\_\_ a.m. p.m.

Purpose for which the facility is being rented:

Rental Fee Charged (if any) \_\_\_\_\_

To be Paid as follows: A deposit in the amount of \$ \_\_\_\_\_ to hold the facility and date is due at time of Agreement signing, and the balance is due on or before \_\_\_\_\_.

Estimated Guest/Attendees Count \_\_\_\_\_

If a wedding reception, full names, addresses and phone numbers of Bride and Groom:

If other Event, full name, address and phone number of Licensee's contact person:

Other specific arrangements between Owner and Licensee for the Event:

1. Special Event Insurance. Licensee shall, during the performance hereof, keep in full force and effect an event liability insurance policy of comprehensive general liability and property damage insurance with respect to the Event for which the facility is being used, and in which the limits of liability shall be not less than \$1,000,000.00 combined single limit for bodily injury and property damage. The policy shall name Owner, the Diocese of Madison, and Bishop Donald Hying as additional insureds. A certificate of insurance shall be deposited with Owner prior to the date of the Event. If the Licensee does not have an applicable policy for which liability coverage can be utilized, Special Event Coverage will be purchased through Catholic Mutual Group per their guidelines.

2. Licensee's Representations and Owner's Right to Deny Use. As an inducement to the Owner entering into this Agreement with Licensee, Licensee represents that:

- (a) Licensee is not an individual, group or organization whose purpose, tenets, acts or omissions, or objectives contradict the faith and morals of the Catholic Church,
- (b) In using the Facility, Licensee and its guests or attendees will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political Event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) an activity which offends or is contrary to the faith or morals of the Catholic Church.

Additionally, Licensee acknowledges that the Owner reserves the right to deny the use of facilities to any person, group or organization when the Owner determines that the granting of such use will not be in the best interest of the Owner or the Diocese of Madison, or that the denial of such use is necessary to avoid scandal.

3. Impossibility. Licensee acknowledges that the Owner shall not be liable for Owner's failure to provide the Facility for the Event due to fire, electrical failure, an act of God, or other condition beyond its reasonable control. In such case, Owner will make all reasonable efforts to reschedule the Event. If a rescheduled date cannot be agreed upon, Owner shall refund all monies paid by Licensee as Licensee's sole and exclusive remedy.

4. Indemnification and Hold Harmless. To the fullest extent permitted by law, Licensee will indemnify Owner and save Owner, its agents and employees, and hold harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon Owner's property, or the occupancy or use by Licensee of the property or any part thereof or the use by Licensee of any adjacent property, or occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, licensees, concessionaires, guests or other attendees. In case Owner shall be made a party to any litigation commenced by or against Licensee, Licensee shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

5. Damage or Loss. Owner assumes no liability for the loss, damage or return of any items of personal property brought onto the premises by Licensee, or any of its guests. Licensee assumes all liability and risk of loss for any loss or damage to items of personal property brought onto premises by any member of said Licensee, or any of its guests. Owner assumes no liability for the loss or damage to vehicles parked in the church/school/other diocesan entity/facility parking lot by Licensee, or any of its guests.

6. Adherence to Facility Rules. Licensee agrees to adhere, and to require its guests and attendees to adhere, to the following rules during the use of them Owner's facility:

- (a) Licensee and its guests or attendees will not engage in (i) unlawful, unsafe, or hazardous activity on or around the Facility's premises; (ii) a political event in support of one candidate for civil office and in opposition to other candidates for the same office; or (iii) activity which offends or is contrary to the faith or morals of the Catholic Church.
- (b) The Facility's Building Manager or the Owner's designee shall approve scheduling of all building facilities.
- (c) Licensee agrees to conduct the Event in a civil orderly manner, and at reasonable noise level, and Owner reserves the right to eject any guest or attendee of the Event from the premises for damage to property, injury to person, unacceptable, unruly and/or dangerous behavior, inappropriate attire, lewd acts, disregard of Owner's policies or these Facility Rules, or for other violation of this Agreement.
- (d) The Event must terminate by 1:00 A.M. Events with music must arrange for music to stop at 12:00 Midnight. If the Event will have minors in attendance who are not accompanied by a parent or guardian, Licensee will be fully responsible for municipal curfew compliance.
- (e) Absolutely NO decoration or signs are to be attached or affixed in any way to any walls, windows, doors, or chandeliers.
- (f) All decorations, flowers, liquor, or food items must be removed at the conclusion of the Event.
- (g) There is to be NO SMOKING inside the building, outside the premises or on the premises.
- (h) Firearms are strictly prohibited in the building, outside the building, and, on the premises.

- (i) Licensee shall comply with all applicable laws, ordinances and regulations in the use of the facility.
- (j) Licensee is responsible for the conduct and acts and omissions of all individuals attending Licensee's Event, including, but not limited to, all guests, attendees, caterers and vendors.
- (k) Licensee is required to ensure that Licensee's guests and the caterer and other vendors for the Event also comply with all applicable laws, ordinances and regulations.
- (l) Licensee shall be liable for abuse of, damage to, or loss of property belonging to Owner, whether real or personal, and any and all injuries occurring to Licensee, its guests, attendees, and third parties as a result of Licensee's use of Facility or conduct of Licensee, guests and/or attendees at the Event. Licensee agrees to reimburse the Church, upon demand, such sum as will be necessary to restore or replace the damaged property. Licensee assumes full responsibility for the character, acts and conduct of all persons attending Licensee's Event.
- (m) Licensee will not charge for (whether by admission fee or otherwise) alcoholic beverages served at Licensee's Event and will otherwise comply with all laws regarding the use and consumption of liquor.

7. Complete Agreement. This represents the complete agreement between the parties. Any change or modification to this Agreement will be invalid unless made in writing and signed by both parties to this contract.

Agreed and entered into on the last date written below.

**OWNER:**

**LICENSEE:**

\_\_\_\_\_  
Print Name of Owner (Parish or other Diocesan

\_\_\_\_\_  
Print Name of Person or Entity entity)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Signature of Owner Representative

\_\_\_\_\_  
(Pastor, Administrator, Principal, etc.)

\_\_\_\_\_  
Print Name of Authorized Person Signing

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

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