

Facility Use Packet

3722 South 58th Street Milwaukee, WI 53220-2053 Phone: (414) 545-4316

Website: www.olol.4lpi.com E-mail: olol@archmil.org Fax: (414) 541-2251

Our Lady of Lourdes Catholic Church Facility Use Policy & Agreement

Effective - July 2006 (Rev. 7/10)

It is the intention of the community of Our Lady of Lourdes to make its parish facilities available to the parish, archdiocesan, community service or charitable organizations whenever possible. To that end, this policy for the use of Our Lady of Lourdes is established.

- 1. **Priority Scheduling** The parish calendar (including, but not limited to, all liturgical and sacramental activities and formation programs) shall have priority concerning all reservations.
- 2. **Times** Parish facilities will be available for use from 8:00 AM until 9:00 PM Monday-Friday and 8:00 AM until 5:00 PM Saturday. These times represent the time a group will first be able to enter the building and the time by which all persons must be out of the building.
- 3. **Reservations** Any group wishing to use space in the parish facilities must complete a Room Reservation Form and submit it to the Director of Administrative Services a minimum of seven (7) days prior to the event for affiliated organizations, or a minimum of twenty-one (21) days for an unaffiliated organization. (If use of the Kitchen is required, please see also the Kitchen Use Policy and Agreement.)
- 4. **Room Set-ups** Standard set-ups have been established for each of the rooms in the facility (see Supplements 5 and 6). The room will be arranged with the standard set-up at the beginning of your event. If for any reason your group arranges the space in some other way during the course of your event, please be sure to reset the room to the standard set-up before you leave. Not doing so may result in a set-up fee being assessed, or forfeiture of the security deposit.
- 5. **Fees** All organizations not referenced in Supplement 1 will be charged a rental fee (listed in Supplement 3 or Supplement 4) for the use of parish facilities. If applicable, a Special Events Coverage insurance fee must also be paid (see Supplement 2).
- 6. **Alcohol Use** The parish does not hold a liquor license. Therefore, no event being held in the facilities may serve any alcoholic beverages, whether free or for a charge. Possession of alcohol on the premises is strictly forbidden, and failure to follow this requirement will result in immediate termination of the agreement and forfeiture of any deposit.
- 7. **Damage** The leadership of organizations which use parish facilities will be responsible for any damage done while parish facilities are in use by their organization.
- 8. **Other Issues** For issues not addressed in this policy, please consult The Director of Administrative Services and the Pastor.

Facility	Use Policy & Agreement
	(herein ad this Kitchen Use Policy and Agreement. I understand the policies ity for the Group's adherence to this policy and for any misuse of the
Signed	Date

Supplement 1: Affiliated Organizations

An "affiliated organization" is any group of parishioners or a group sponsored by parishioners that is participating in the mission of the parish, uses the name of the parish for identification, and is not organized separate from the parish. It is specifically sponsored by the parish. All parish affiliated organizations are established in the parish bylaws, or by separate action of the Pastoral Council. The parish's Organizational Structure hereby lists all organizations which have been determined to be affiliated organizations by the Pastoral Council, with the noted exceptions. Having been acknowledged as such, these organizations shall not be charged fees for the use of the facilities. Affiliated organizations enjoy full use of the parish property and are provided liability protection through the Archdiocese of Milwaukee Protected Self-Insurance Program.

Supplement 2: Unaffiliated Organizations and Private Parties

Unaffiliated organizations and Private Parties that meet at parish property are not provided liability protection through the Archdiocese of Milwaukee Protected Self-Insurance Program. Accordingly, the following conditions must be met for the use of parish facilities by unaffiliated organizations.

- 1. Any unaffiliated group must sign the Unaffiliated Organization Agreement, clearly stating their organization's classification as such.
- 2. Any unaffiliated group must sign the Facility Usage/Indemnity Agreement and provide a certificate of liability insurance naming both the parish and the Archdiocese of Milwaukee as additionally insured. This agreement will be effective up to a full year. The agreement and certificate of insurance will be kept on file at the parish.
- 3. Special Events Coverage must be purchased (see Supplement 3) by individuals or organizations that cannot comply with condition 2 above. Special Events Coverage is liability insurance purchased through an outside agency that provides \$1,000,000 in coverage for non-parish-sponsored events. The specifics of the coverage accompany the application form. Special Events Coverage also protects the parish and the Archdiocese from the liability associated with an unaffiliated group or private party using our facility. This coverage only applies to short-term usage.
- 4. In special instances, an adult or an unorganized adult group who wants to use parish property for a low risk activity may be granted permission if they sign the Adult Hold Harmless/Indemnity Agreement. This form provides some protection for the parish against liability arising out of the individual's or group's activities and can be made effective on a short-term or long-term basis. The agreement will be kept on file at the parish.

Supplement 3: Fees for use of parish facilities by unaffiliated organizations

Classroom per hour	\$10.00
Minimum daily fee	\$15.00
Maximum daily fee	\$75.00
Hall per hour	\$100.00
Set-up fee	\$100.00
Special Events Coverage	\$95.00

Supplement 4: Fees for use of parish facilities by parish members for private functions

Maximum timeframe for booking prior to event	
Minimum timeframe for booking prior to event	
Hall (per event hour - 4 hour max) Set-up, restoration and clean-up time subject to availability. Confirm 48 hours prior to event	\$100.00
Security Deposit To be returned within 10 business days after a satisfactory inspection of the facility and adherence to this agreement.	
Special Events Coverage	

Our Lady of Lourdes Catholic Church Kitchen Use Policy & Agreement

Effective - July 2006 (Rev. 7/10)

Our Lady of Lourdes is privileged to have well equipped kitchen facilities. It is the intention of the community of Our Lady of Lourdes to make its kitchen facilities available to the parish, archdiocesan, community service or charitable organizations using the parish facilities whenever needed. To that end, this policy for the use of Our Lady of Lourdes kitchen is established.

- 1. **Priority Scheduling** The organization scheduled to use section C of the parish hall shall have priority concerning all reservations.
- 2. **Equipment** Available equipment includes the freezer, refrigerator, sinks, ovens, stove and coffee makers. Unaffiliated organizations will need to provide all of their own utensils, pans and serving ware, and will need to provide their own wash cloths and towels. All equipment (including cookware, serving ware, and coffee pots) is to be used only in the kitchen or immediately adjacent hall space. Equipment is to never leave the building.
- 3. **Pantry** Any group wishing to use the kitchen must be mindful of the signage in the pantry. The kitchen facilities are used by many different organizations on a regular basis. These organizations store some of their goods in the pantry and have labeled them, or the shelf, with their organization name. Do not use items stored on labeled shelves that are not yours.
- 4. Refrigerator/Freezer Any group wishing to use the kitchen must be mindful of the signage in the refrigerator or freezer. The kitchen facilities are used by many different organizations on a regular basis. These organizations store some of their goods in the refrigerator or freezer and have labeled them, or the shelf, with their organization name. Do not use items stored on labeled shelves that are not yours. If your organization has leftover food that must be stored in the refrigerator or freezer, please date label these items. If they will be consumed by your organization in the very near future, place them on your labeled shelf, or create a label for your organization and place it, along with your leftovers, on an empty, unlabeled shelf. If your organization will not consume the leftovers, and you think another organization may be able to use your leftovers, please place them on the shelf labeled "Use This." The BEST method to deal with leftovers is to have members of your group take them home.
- 5. **Dishes** Please be sure to wash any dishes your group has used and return them in an orderly fashion to their place in the pantry.
- 6. **Cleaning** Please wash all carts, counters, ovens and tables used by your group with soap and water. All floors should be swept for obvious debris, and mopped if necessary. The space should be left ready for another organization to use.
- 7. **Towels** Please take any towels your group has used home to wash and return to their place in the kitchen within three (3) days. It is requested that large groups who may use many towels please bring their own.

Kitchen Use Policy & Agreement

As the representative of	(herein
referred to as GROUP), I acknowledge having read this Kitc	hen Use Policy and Agreement. I understand the policies
established and hereby agree to take responsibility for the	Group's adherence to this policy and for any misuse of the
facilities by the Group.	
Signed	Date

Our Lady of Lourdes Catholic Church

Facility Use Request Form

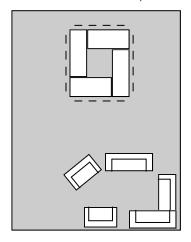
Group: _____ Contact Person: Address: State: _____ Zip Code: _____ City: _____ Phone: (___)____ Fax: (_____)_____ E-mail: Event Name: _____ Event Start Time: ____: AM PM Event End Time: ___: AM PM Time you would like room available for set-up: : AM PM Time you would like room until for clean-up: _____ AM PM Date pattern for reoccurrence: Day of Week: Occurrence: Starting/Event Date: [] Weekly [] Monthly [] Every other [] Sunday [] Monday [] Tuesday [] 1st **Ending Date:** [] Wednesday [] 2nd $[\tilde{]} 3^{rd}$ [] Thursday [] 4th [] Friday [] 5th OR [] Saturday See attached list of specific dates Number of people expected: _____ Space Preference(s) See back of page for default setups: Setup Type: [] Hall A [] Hall B [] Hall C [] Hall AB [] Hall BC [] Hall ABC [] Room 3 [] Collection Box [] Banquet [] Room 4 [] Room 5 [] Sign-Up Table [] Circle [] Sales Cart [] Classroom [] Room 6 [] Basement [] Conference [] Room 7 [] Labyrinth [] Empty Space [] Room 9 [] Field [] Hollow Square []Room 10 [] Parking Lot [] Reception [] Theater [] Church []_____ [] U-Shaped [] See Diagram Other Needs: Microphone / Podium / TV / VCR / DVD / Laptop / Projector / Screen / Piano / Food Serving Tables / Pop-Up Tent / Stage

Our Lady of Lourdes Catholic Church Standard Room Set-Ups

Supplement 5

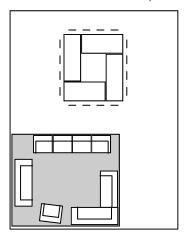
Room 3

(Fully carpeted with hollow square arrangement and sitting area with chairs and couches)



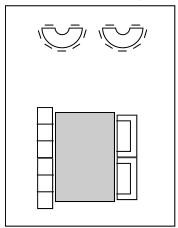
Room 4

(Hollow square arrangement and carpeted sitting area with chairs and couches)



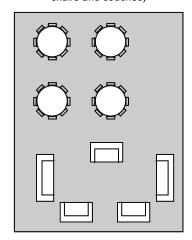
Room 5 (Nursery)

(Child-height horseshoe tables and sitting area with playmat and couches and benches)



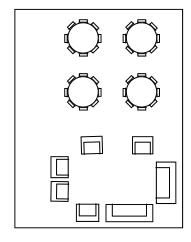
Room 6

(Fully carpeted with 8-person round tables and sitting area with chairs and couches)



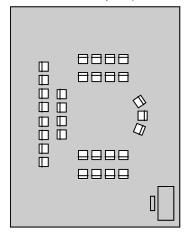
Room 7

(8-person round tables and sitting area with chairs and couches)



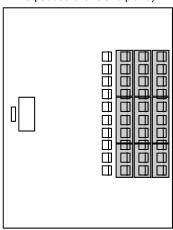
Room 9

(Fully carpeted with 30 padded chairs and piano)



Room 10

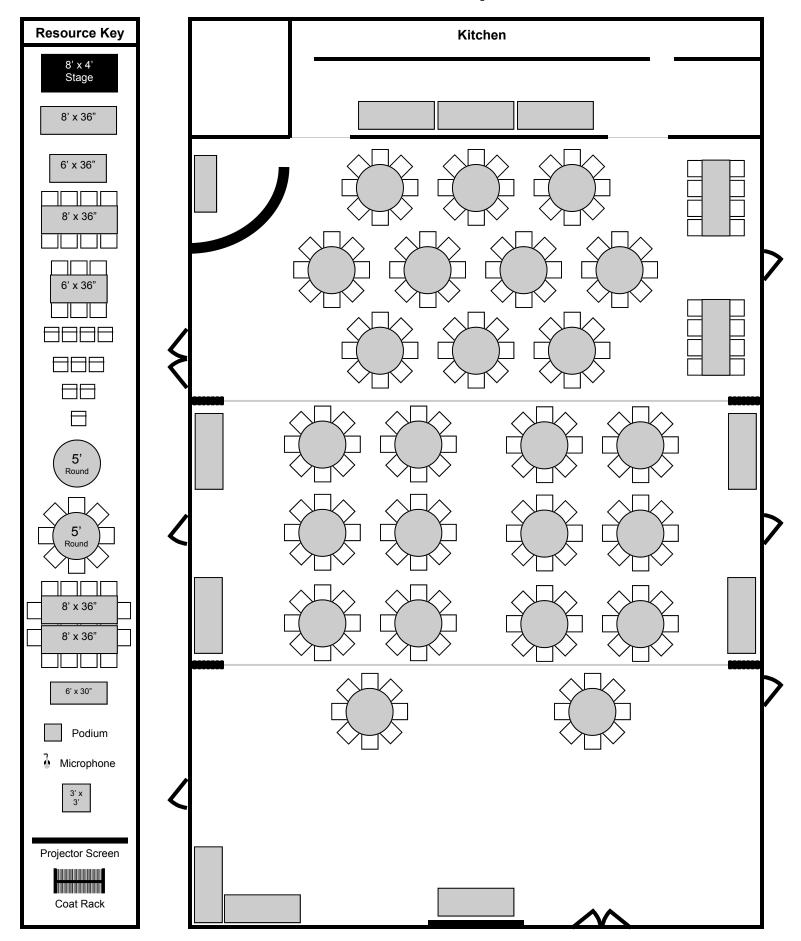
(Tiered seating on risers with 40 padded chairs and piano)



Our Lady of Lourdes Catholic Church

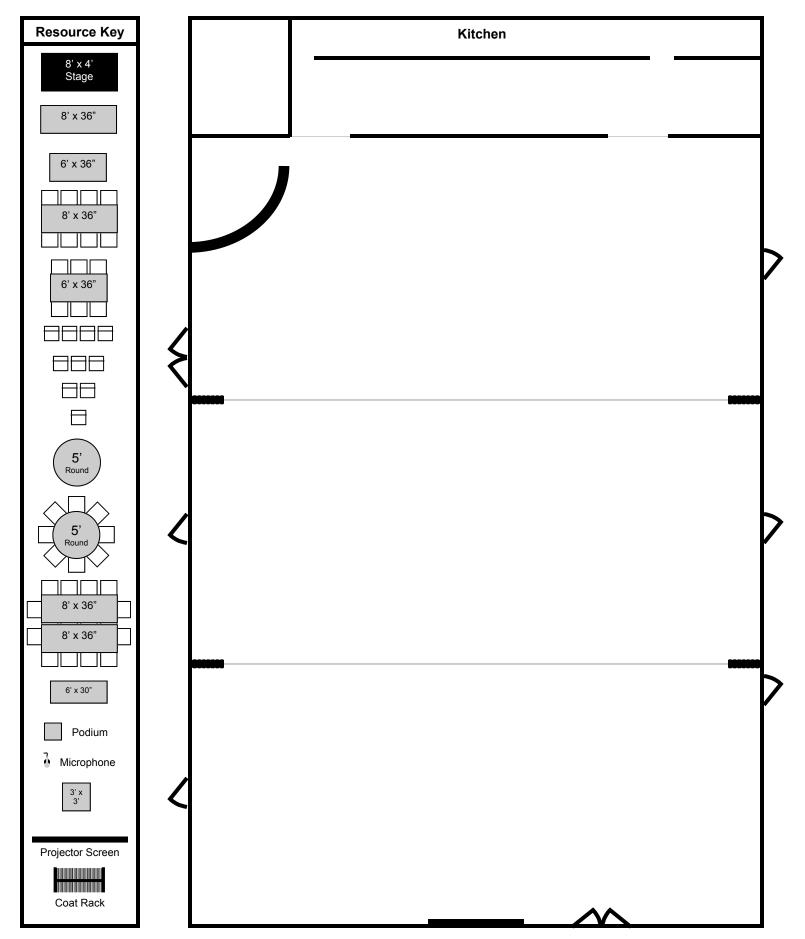
Supplement 6

Parish Hall (Seating Capacity - 208) Standard Set-Up



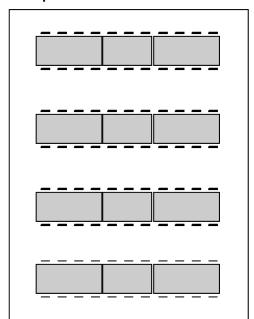
Our Lady of Lourdes Catholic Church

Parish Hall (Seating Capacity - ?)
Standard Set-Up

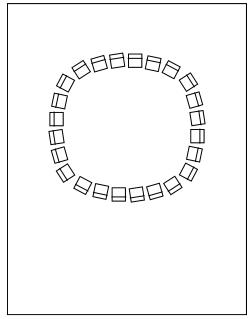


Our Lady of Lourdes Catholic Church Set-Up Types

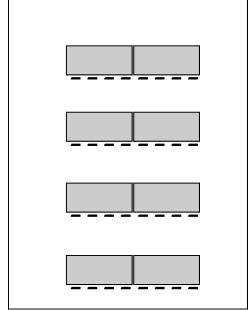
Banquet



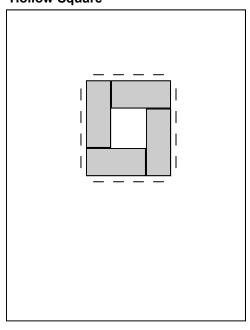
Circle



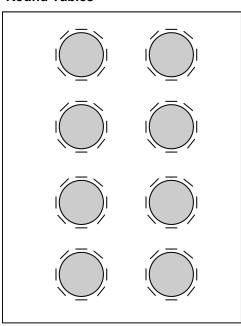
Conference



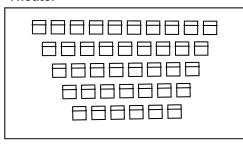
Hollow Square



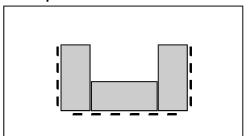
Round Tables



Theater



U-Shaped



UNAFFILIATED ORGANIZATION AGREEMENT

The			and it	s memb	ers ("Org	aniza	ation"), the	Archdioces	e of Milw	aukee
("Archdiocese"),	the	Catholic	Mutual	Relief	Society	of	America	("Catholic	Mutual")	and
		Pa	arish ("Pa	arish"), i	n conside	ratio	n for perm	ission by th	e Parish	or the
Archdiocese for	the C	Organization	to use	property	owned o	r ma	naged by	the Parish	or Archdid	ocese,
agree and acknow	wledg	e the follow	ing:							

- 1. The Organization is not a part of the Archdiocese or any Parish, is not affiliated or sponsored by the Archdiocese or any Parish and is not an agent of the Archdiocese or any Parish. The Organization does not speak for or represent the Archdiocese or any Parish.
- 2. The Archdiocese, any Parish or their employees may provide spiritual support or spiritual direction to the Organization or its members; however, any such spiritual support or direction is in matters of religion only and does not create any form of agency or master/servant relationship.
- 3. The Organization is not controlled by the Archdiocese, any Parish or any employee or agent thereof and neither the Archdiocese nor any Parish receive a direct, tangible or financial benefit from the Organization's activities, other than any consideration given for the use of the property.
- 4. The Organization is not a participant in and is not the beneficiary of financial protection provided by the Catholic Mutual Protected Self-Insurance program. The Organization will not be indemnified by the Parish or the Archdiocese for liability arising from the Organization's activities.
- 5. Any and all liability, whether civil, criminal or otherwise, and whether arising from use of motor vehicles or any other activity of the Organization or its members, is not assumed and is expressly rejected by the Archdiocese, the Parish and Catholic Mutual.
- 6. The Organization, but not its individual members, agrees to fully protect, defend and indemnify the Archdiocese, the Parish, Catholic Mutual and their employees and agents for any and all liability sustained as a result of activities of the Organization, its members, or other Organizations or members acting on the Organization's behalf.
- 7. Members of the Organization understand that neither the Parish, the Archdiocese or Catholic Mutual waive any right they may have to seek indemnity from any individual member of the Organization if that member's actions lead to a suit or claim against the Parish, the Archdiocese or Catholic Mutual.
- 8. This Agreement confers no right to use Parish or Archdiocese property. Permission to use Parish or Archdiocese property may be terminated at any time and shall be deemed terminated at the time use of the property discontinues; however, the representations, warranties and indemnity obligations contained herein shall survive termination of this Agreement.
- 9. The undersigned representative of the Organization has authority to execute this Agreement and represents and warrants that it has advised every member of the Organization of its contents.

Organization:	Parish or Archdiocese of Milwaukee:		
Signed: On Behalf of The Organization	Signed:		
Dated:	Dated:		
Witness:	Witness:		

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 <u>additional insured</u>. 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:

WHAT IS SPECIAL EVENTS COVERAGE?

Special Events Coverage is a mechanism, which allows the archdiocese to extend liability coverage to an individual/organization using parish facilities for a non-parish sponsored event. For a cost of \$95 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 archdiocese and the parish as additional insureds.

When it is determined that an activity is non-parish sponsored, there are two options.

OPTION I

The 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 archdiocese 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 archdiocese.

WHO IS ELIGIBLE FOR SPECIAL EVENTS COVERAGE?

Special Events Coverage is designed for archdioceses 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 archdiocese. 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 <u>unless</u> 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

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

The application from should be completed in full and must include the following information:

- 1. Name of Parish or Institution Please include the name and address of the parish or facility 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 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 description of the activity including the date, time, approximate number of participants, whether or not food and/or liquor is being served.
- 5. Processing the Completed Application One copy of the application should be given to the lessee, another retained for parish records, and the original submitted to Catholic Mutual at least 7 business days prior to an event.
- 6. A check for \$95.00 made payable to the Archdiocese of Milwaukee should be sent in with the application.

Any questions regarding the completion or processing of the application should be directed to Catholic Mutual at 262-255-6906.

ARCHDIOCESE OF MILWAUKEE APPLICATION FOR SPECIAL EVENTS COVERAGE

Name of Parish or Institution:		Date of Event:				
		Type of Special Event (Example: V	Wedding reception,			
Street Address:		Anniversary party, Etc. – please spe	cify):			
	ZIP Code:					
Lessee (Additional Inst	ured) Information:					
Name of sponsoring org	anization or	Time of Event: From	to			
Individual requesting co	verage					
		Approximate Number of Participants:				
(Please print lessee nam-	e(s) or organization)					
		Is liquor being served?				
		Yes	No			
Lessee (Additional Inst	ured) Contact Person:					
Name:		_				
			No			

The Special Events coverage provides \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event (not per claim).

This coverage is underwritten by Great American Assurance Company, Policy # GLP – 5584901-01

Cost of coverage: \$95 per event

Coverage does not apply to certain events such as, but not limited to:

- Sporting events including tournaments & camps
- · Any carnival event
- Amusement rides, including mechanically operated devices, trampolines, & rebounding devices
- Fireworks & fireworks displays
- Events where a fee or admission is charged, unless all proceeds go to charity
- Events organized or operated by professional promoters/performers
- Events with attendance of more than 1,000 persons
- Events which exceed 72 hours in duration
- Events involving pool or lake activities
- Events involving recreational vehicles

NOTIFICATION OF AN EVENT MUST REACH CATHOLIC MUTUAL AT LEAST 15 DAYS IN ADVANCE OF THE EVENT.

★ SUBJECT TO APPROVAL BY C.M.G. AGENCY, INC. ★

Approving Location: Milwaukee ATTN: Molly Hatfield

FAX NO.: <u>262-255-7276</u>

Please make check payable to the: Archdiocese of Milwaukee

COMPLETE AND RETURN THIS FORM TO: Catholic Mutual

P. O. Box 178

Menomonee Falls, WI 53052

Phone 262-255-6906 Fax 262-255-7276

Please report all claims to C.M.G. Agency, Inc. Claims Department at 1-800-228-6108.

DISTRIBUTION: Original: C.M.G. Agency, Inc., Copies to Lessee and Parish or Institution