



DIOCESE OF SALT LAKE CITY
GUIDELINES FOR 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 sponsored event. For a cost of \$95 per event, \$1,000,000 in liability coverage is extended to a non-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 or 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. Does the parish have full control or final decision making authority over the function?
2. Do fees associated with the function flow through parish accounts?
3. If applicable, is the function open to all parish members?
4. Is 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. Is 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 insured.

When it is determined that an activity is not 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 \$1,000,000 in liability coverage, which must name your parish and the arch/diocese as additional insured.

OPTION II

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

WHO IS ELIGIBLE FOR SPECIAL EVENT COVERAGE?

Special Events coverage is designed to 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 this is not meant to be an exhaustive explanation of what is covered and excluded.

- Most non-parish sponsored activities can be covered under Special Events. Common examples are wedding receptions, family reunions, awards banquets, and fund raisers.
- \$1,000,000 combined single limit for bodily injury and \$500,000 in property damage liability 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" limit.
- Host Liquor Liability coverage is provided.
- Coverage does not apply to certain events and exposures, such as, but not limited to:
 - Any type of carnival event
 - Fireworks & firework displays
 - Events involving BYOB (bring your own bottle)
 - Events involving lake activities
 - Events involving recreational vehicles
 - Events with attendance of more than 1,000 persons
 - Concerts featuring musical bands playing Rap/Hip-Hop/Alternative music (non-religious)
 - Events organized or operated by professional promoters/performers
 - Organized sporting events, including tournaments & camps
 - Events where a fee or admission is charged unless all proceeds go to charity
 - Political rallies
 - Amusement rides, including mechanically operated devices, trampolines & rebounding devices
 - Claims related to an epidemic/pandemic

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

The application 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 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 but specific description of the activity including the date, time, approximate number of participants, whether or not food and/or liquor is being served.
5. Once the application is completed, follow the instructions found on the bottom of the form. If money is to be submitted with the application, please note that checks **should not** be made payable to Catholic Mutual.

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

Any questions regarding the completion or processing of the application should be directed to Catholic Mutual.

RESOURCES TO ASSIST YOUR PARISH IN ALLOWING OUTSIDE USE OF ITS FACILITIES

Risk Management Guidelines are available to assist your parish in allowing outside organizations to use your facilities. Information includes, but is not limited to, liquor liability control, security, and food handling. Please contact Catholic Mutual's Risk Management Department at (800) 228-6108 for further information, or access CARES information on our website at www.catholicmutual.org.

Catholic Mutual...CARES

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. 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 \$1,000,000 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 one million dollars (\$1,000,000) 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 USER'S 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.

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: _____