

# *Catholic Mutual. . . "CARES"*

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## **CATHOLIC MUTUAL SAFETY GUIDELINES FOR PARISH HALL RENTAL/USAGE**

### **Introduction**

The following safety and insurance guidelines are designed to assist parishes with the rental/usage of their parish hall. The guidelines focus on safety recommendations to reduce or prevent the most common claims associated with parish hall rentals. If the information outlined in these guidelines does not adequately address your questions, please contact Catholic Mutual's Risk Management Department at (800) 228-6108.

### **Parish Hall Coordinator**

Each parish should appoint an individual to regulate the usage of the parish hall. The parish hall coordinator will be responsible for ensuring that the safety requirements outlined in these guidelines are met. The parish hall coordinator also allows for easy identification of the individual responsible for decisions associated with usage of the hall.

### **Parish Sponsored Versus Non-Parish Sponsored Hall Usage**

The parish hall coordinator should determine whether or not an activity in the parish hall is parish or non-parish sponsored. The criteria on the attached Facility Usage/Indemnity Agreement will assist in identifying whether the activity or group is parish sponsored.

If an activity is parish sponsored, it will usually be covered under the Arch/Diocese's insurance program. (The parish hall safety guidelines should still be utilized for a parish sponsored activity).

If it is determined that the hall usage is non-parish sponsored, there are two options.

1. The organization or individual using parish facilities can complete the attached Facility Usage/Indemnity Agreement. This agreement requires \$1,000,000 in liability coverage. The liability coverage must name your parish and the Arch/Diocese as an additional insured. Also attached is a handout to assist your parish in identifying if you have been properly named as an additional insured.
2. If available within your Arch/Diocese, Special Event Coverage can be utilized to provide coverage for the individual/organization holding the activity as well as the parish and the Arch/Diocese.

Please contact Catholic Mutual if you desire any assistance differentiating between a parish and non-parish sponsored activity.

### **Parish Premises Safety**

Most claims associated with parish premises result from slips, trips, and falls. The majority of these accidents can be prevented with a good parish inspection and maintenance program.

#### *Exterior Hazards*

- Weather Related Perils - Snow and ice frequently cause slip and fall accidents. Fortunately, proper snow removal procedures along with salting can effectively treat this hazard. Activities in parish halls usually involve numerous people. Therefore, it is critical that the parish hall coordinator ensure that staff is available for snow and ice removal before, during and after an activity. Additionally, snow removal equipment and salt should be made available to the hall user.

- Cracked or uneven sidewalks are a common exterior trip hazard. Uneven surfaces should be identified and repaired (if possible, prior to a parish hall activity). If a permanent repair is not possible, uneven areas should be highlighted with yellow, orange, or white paint.
- Inadequate lighting often leads to an accident. Accordingly, parking lots and sidewalks should be well lit.

### Interior Hazards

- Indoors, people most commonly slip on debris or condensation. During large events in parish halls, it is common for debris to accumulate on floors or condensation to be tracked in from the outdoors. In either case, it is critical that parish maintenance be present to monitor flooring and clean as necessary. For a non-parish sponsored use of the hall, another option is to furnish cleaning supplies to the individual or group using the hall.
- Adequate lighting is also critical to prevent outdoor accidents. It is particularly important to ensure that entryways and stairwells are well lit.

### Emergency Lighting

Due to the potential size of activities held in parish halls, halls should be outfitted with emergency lighting. The number of emergency lights required varies depending upon the size of the hall. Generally, when installing emergency lighting, it should be ensured that exits are clearly illuminated during a power outage.

### Blood Borne Pathogen Cleanup and First Aid Kits

The clean-up of bodily fluids presents a unique liability exposure. Parish halls that are utilized on a regular basis should have a bloodborne pathogen cleanup kit present in the parish hall. Likewise, a first aid kit should be made available during hall activities. For non-parish sponsored hall activities, the location of the bloodborne pathogen cleanup kit and first aid kit should be made known to the hall user.

### Fire Extinguishers

An adequate number of five-pound ABC dry chemical fire extinguishers should be located in the parish hall. Catholic Mutual or your local fire department can assist you with determining the number of extinguishers that should be present.

## **Security/Key Control**

The parish hall coordinator should assess each hall activity to determine whether or not security is needed. If yes, the parish should arrange for appropriate security personnel to be present at the activity. For non-parish sponsored activities that require security, the parish hall coordinator should make it a requirement of the hall rental agreement that the hall user hire security.

Key control is a critical element of parish hall usage. Often, keys are distributed to an inappropriate number of people. The spreading of keys, even to reliable parishioners, severely weakens parish security. It is recommended that keys not be given out to individuals using the hall. The preferred method is for the hall coordinator or appointed representative to open up the parish hall prior to an activity and lock up when the activity is complete.

## **Alcohol**

Beer, wine, or liquor is sold or distributed at many parish hall events. Parishes should be aware that they are potentially liable for claims that arise out of the consumption of alcohol. Parishes need to be concerned with consumption by minors and with ensuring that people who are intoxicated are no longer allowed to drink alcoholic beverages. Recommendations that can assist in reducing a parish's liability in the event of an alcohol-related incident are as follows.

- Licensed bartenders should be present at all times (or an individual who has had adequate training in dispensing alcohol). All bartenders must be at least 21 years of age.
- Alcohol should never be served to an individual under the legal drinking age. Identification should be checked for anyone who appears to be under the age of 30.
- An individual should only be allowed to order or obtain one drink at a time. This will assist in deterring someone from becoming intoxicated too rapidly and will deter someone from providing a drink to a minor.
- A pre-existing plan should exist to handle individuals who have had too much to drink.

For additional information and/or assistance on controlling the liquor liability exposure, please contact Catholic Mutual.

## **Food Preparation and Service**

Many parishes sponsor events in their hall where food is prepared. Serious injury or illness can arise from the consumption of contaminated food. A few simple steps can help control this exposure.

- For food preparation by the parish, a list of all suppliers along with purchase invoices should be kept. Food must be stored at the proper temperature once it is delivered to the parish. Prior to the food being used, it should be inspected for any signs of contamination or spoilage.
- Once food is opened for use or preparation, proper handling and storage precautions must still be followed. Frozen foods should never be thawed on a counter top, but instead thawed in the refrigerator or in a bag under cold running water.
- Parish employees or volunteers often prepare food. Workers should be reminded to wash their hands with soap and warm water before handling food. Also, gloves and hair restraints should be worn. All kitchen surfaces and utensils should be kept clean and sanitary.
- Prior to distribution, it must always be verified that food has been cooked thoroughly in order to destroy bacteria. It is recommended that thermometers be utilized to determine if the internal temperature of the food has reached a safe temperature. Internal temperatures should reach 160 degrees. For poultry, temperatures need to reach 185 degrees. While serving, food that will not immediately be dispensed should be kept at above 140 degrees for warm food and below 40 degrees for foods served cold.

The above food preparation and service guidelines should also be adhered to for non-parish sponsored activities with the parish hall coordinator ensuring that this is done.

## **Claim Procedures**

When an incident takes place, an Incident Report Form should be filled out and forwarded to Catholic Mutual the next workday. The Incident Report Form should include an in-depth description of how the accident happened. The report should also include the name, address, phone number, and date of birth of any injured person, along with phone numbers of potential witnesses. It is also helpful if a photograph of the accident scene is taken.

## **THANK YOU!**

Thank you for taking the time to read this safety material. As indicated earlier, Catholic Mutual has additional safety information to assist you in the planning and monitoring of parish hall events. Please feel free to contact Catholic Mutual's Risk Management Department at (800) 228-6108.

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## **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 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 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.

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: \_\_\_\_\_

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## INCIDENT REPORT FORM

NAME OF PARISH/SCHOOL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

PERSON REPORTING \_\_\_\_\_

DATE FORM COMPLETED \_\_\_\_\_

DATE OF INCIDENT \_\_\_\_\_ TIME OF INCIDENT \_\_\_\_\_

WHERE INCIDENT OCCURRED \_\_\_\_\_

WERE PHOTOGRAPHS TAKEN? \_\_\_\_\_

DESCRIBE INCIDENT \_\_\_\_\_

PARTY INVOLVED-NAME \_\_\_\_\_ MINOR? \_\_\_\_\_

IF MINOR, PARENT NAME(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

DOB \_\_\_\_\_

INJURY/DAMAGE \_\_\_\_\_

TRANSPORTED BY AMBULANCE? \_\_\_\_\_

WITNESSES (PLEASE INCLUDE ADDRESS AND PHONE NUMBER) \_\_\_\_\_

\_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

***NOTE: REPORT TO CATHOLIC MUTUAL NEXT BUSINESS DAY. SEND COPY TO CATHOLIC MUTUAL AND KEEP ONE FOR YOUR RECORDS.***

# PARISH REPORT OF PROPERTY DAMAGE

NAME OF PARISH/SCHOOL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

PERSON REPORTING \_\_\_\_\_

DATE FORM COMPLETED \_\_\_\_\_

DATE/TIME OF INCIDENT \_\_\_\_\_

LOCATION OF DAMAGE \_\_\_\_\_

WERE PHOTOGRAPHS TAKEN? \_\_\_\_\_

(Please take photos for damage in excess of \$5,000)

DESCRIBE INCIDENT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF VANDALISM OR THEFT, POLICE MUST BE NOTIFIED.

GIVE POLICE REPORT NUMBER \_\_\_\_\_

DESCRIBE BUILDING AND/OR CONTENTS DAMAGE (IF ADDITIONAL SPACE IS NEEDED,  
PLEASE ITEMIZE ON SEPARATE SHEET OF PAPER)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ***SPECIAL INSTRUCTIONS***

- ***PARISHES SHOULD PROCEED WITH ANY EMERGENCY REPAIRS NEEDED TO PREVENT FURTHER DAMAGE.***
- ***TWO ESTIMATES ARE REQUIRED FOR ALL NON-EMERGENCY REPAIRS, UNLESS PRIOR APPROVAL IS OBTAINED FROM CATHOLIC MUTUAL.***
- ***REPORT TO CATHOLIC MUTUAL NEXT BUSINESS DAY. SEND ORIGINAL TO CATHOLIC MUTUAL AND KEEP ONE FOR YOUR RECORDS.***

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## **HOW DO I KNOW IF MY PARISH HAS BEEN NAMED AS AN "ADDITIONAL INSURED?"**

Many parishes have a difficult time determining when they have been named as an additional insured on a tenant, contractor or facility user insurance policy. Parishes often obtain a certificate of insurance, which names the parish as a "certificate holder." It is not adequate to be named as a "certificate holder."

The insurance certificate furnished to the parish by the tenant, contractor or facility user must indicate in writing that both the parish and the (Arch)Diocese are named as an **additional insured**. Please refer to Exhibit A for an example of a certificate of insurance where the parish has been named as an additional insured. Please note that not every certificate of insurance naming the parish and the (Arch)Diocese as an additional insured will look like Exhibit A. However, somewhere on the certificate the words **additional insured** must appear.

It is very important that the parish be listed as an additional insured rather than as a "certificate holder." As a "certificate holder," the parish has no legal rights under a tenant, contractor or facility user's insurance policy. However, when the parish has been named as an additional insured, the insurance policy of the tenant, contractor or facility user must defend the parish against claims, which resulted from tenant, contractor or facility user operations at the parish. The purpose of being named as an additional insured is to reduce the number of dollars spent on claims not related to parish activities. Therefore, it is essential that parishes verify that both the parish and the (Arch)Diocese have been named as an additional insured.

Since a contractor, tenant, facility user or parish festival vendor will have to make a specific request to their insurance company to get the parish named as an additional insured, it is important to inform them of this requirement well in advance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>State Farm Insurance<br>One Plaza East, Suite 240<br>Milwaukee, WI 53202 |  | <b>CONTACT NAME:</b> Mike Smith<br><b>PHONE (A/C No. Ext):</b> 800-444-4444 ext 10 <b>FAX (A/C No.):</b><br><b>E-MAIL ADDRESS:</b> msmith@statefarm.com<br><b>PRODUCER CUSTOMER ID #:</b> 45601 |  |
| <b>INSURED</b><br>Fun Time Inflatables<br>2200 S. First Street.<br>Milwaukee, WI            |  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>  |  |
|   |  | INSURER A : State Farm  |  |
|   |  | INSURER B :   |  |
|   |  | INSURER C :   |  |
|   |  | INSURER D :   |  |
|   |  | INSURER E :   |  |
|   |  | INSURER F :   |  |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDITIONAL INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC | Y                  | MLG5264304    | 01/01/2011              | 01/01/2012              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE \$<br>RETENTION \$   |                    | UL004446      | 01/01/2011              | 01/01/2012              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$<br>\$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below   | N/A                |               |                         |                         | WC STATUTORY LIMITS OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- Certificate Holder is St. Joseph Parish
- St. Joseph Parish and the Archdiocese of Milwaukee are named as additional Insured but only with respect to liability arising out of operations of Fun Time Inflatables, Inc.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>St. Joseph Parish<br>1212 W. Webster<br>Milwaukee, WI | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |
|--|--|