

Catholic Mutual. . . "CARES"

UNAFFILIATED ORGANIZATION AGREEMENT

The five questions on the CARES Facility Usage/Indemnity Agreement provide guidance in identifying parish sponsored organizations that are eligible for coverage. Those that are not should sign the Facility Usage/Indemnity Agreement and provide a certificate of insurance naming the parish and Arch/Diocese as an additional insured. This will greatly assist in reducing financial responsibility for a potential claim.

Unfortunately, non-sponsored groups add additional liability that is not completely eliminated by use of the Facility Usage/Indemnity Agreement. Non-sponsored groups or organizations bring added liability, even if they have their own insurance.

Groups such as Knights of Columbus, The Legion of Mary, Alcoholics Anonymous and St. Vincent de Paul to name a few, are typically not parish sponsored. However, they are often misinterpreted to be part of the parish or Arch/Diocese. When this confusion occurs, the non-sponsored Catholic group may be legally determined to be part of the parish and/or Arch/Diocese. The end result is that the parish and Arch/Diocese becomes legally and financially responsible for the non-sponsored group's liabilities.

What should be done to limit your liability?

1. Require the non-sponsored group to sign the attached "Unaffiliated Organization Agreement."
2. When possible, do not allow the group to use the parish name. Example: "St. Paul's Knights of Columbus". If the parish name must be used, follow the recommendation in 3. below.
3. Be careful how the group is represented verbally and in writing. When advertising an upcoming Knights of Columbus Pancake Breakfast in the parish bulletin, use a phrase similar to, "The Knights of Columbus are not part of and not acting on behalf of the parish or Arch/Diocese."
4. Avoid providing official direction to non-sponsored groups. It's okay to provide space, not direct instructions.

Non-sponsored groups can be an important part of parish and Arch/Diocesan ministry. Use of the Unaffiliated Organization Agreement and the above tips will allow continued operation of these groups while decreasing liability. As always, contact Catholic Mutual's Risk Management Department at 1-800-228-6108 with any questions.

UNAFFILIATED ORGANIZATION AGREEMENT

PARISH:

PARISH is understood to include the Arch/Diocese of _____

ORGANIZATION: _____

The undersigned, individually, on behalf of ORGANIZATION and on behalf of each member thereof, hereby agree with PARISH that in consideration for the ORGANIZATION's use of property owned or managed by the PARISH, as follows:

1. The ORGANIZATION is not a part of the ARCH/DIOCESE or any PARISH, is not affiliated or sponsored by the ARCH/DIOCESE or any PARISH and is not an agent of the ARCH/DIOCESE or any PARISH. The ORGANIZATION does not speak for or represent the ARCH/DIOCESE or any PARISH.

2. The ARCH/DIOCESE, 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 ARCH/DIOCESE, any PARISH or any employee or agent thereof and neither the ARCH/DIOCESE 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 ARCH/DIOCESE 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 ARCH/DIOCESE, the PARISH and Catholic Mutual.

6. The ORGANIZATION, but not its individual members, agrees to fully protect, defend and indemnify the ARCH/DIOCESE, 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 ARCH/DIOCESE 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 ARCH/DIOCESE or Catholic Mutual.

8. This Agreement confers no right to use PARISH or ARCH/DIOCESE property. Permission to use PARISH or ARCH/DIOCESE 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

Dated: _____

Dated: _____

Signed: _____
On Behalf of the ORGANIZATION

Signed: _____

Witness: _____

Witness: _____