

**Holy Family Catholic Church**  
**Picnic Shelter**  
**Facility Use Agreement**

Organization Name: \_\_\_\_\_

Representative's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Special Requests: \_\_\_\_\_

Certificate of Insurance: (Yes/No) \_\_\_\_\_ Rental Fee: \_\_\_\_\_  
(Please attach copy to this agreement) (Please Attach Check)

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### **Policy**

Diocesan policy stipulates that Holy Family may rent its facilities for various gatherings of *parishioners*, and to *nonprofit (501c) organizations*. The parish may not rent facilities to *for-profit organizations* or to *individuals who are not parishioners*. The person or organization using the facility is required to purchase or provide evidence of insurance.

In the event you are uninsured you will be required to complete a special events insurance application. A copy of the application follows the addendum below. The cost is \$100.00 per 24 hour event and does provide host liquor liability coverage. Special events insurance must be in effect for any event that is not parish sponsored and the entire parish is not invited. This applies to baptismal parties, anniversary parties, wedding receptions, and private meetings or events. Funeral receptions are covered by diocesan insurance. The term "liquor" applies to any beverage served that contains alcohol e.g., beer, wine, or hard liquor.

### **Procedure**

Please observe the following rules and regulations during your stay at the Picnic Shelter:

1. No garbage should be left on the grounds. All trash should be removed from garbage bins and thrown into the dumpster.
2. Children using the playground must be supervised by an adult at all times.
3. The cost of any damage to the facility will be billed to your organization.
4. Rental fee must be paid in full at the time of booking facilities; refunds allowed only if notice of cancellation provided one month in advance of event.

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pastor's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## ADDENDUM – FACILITY USE AGREEMENT

1. User shall have no right to make any alterations, additions or improvements to the structural aspects of the Property without the prior written consent of Holy Family, which consent may be withheld in Holy Family's sole discretion. User shall indemnify and hold harmless Holy Family from all cost, expenses and liabilities associated with any approved alterations.
2. The Property may be used by User only for above function. User shall not permit the use of the Property in any manner which shall be unlawful or which shall constitute a nuisance or hazard, and User shall comply with all applicable laws, ordinances, orders and regulations prescribed by any lawful authority relating to the Property including, but not limited to, those concerning cleanliness, safety, occupancy and use of the Property.
3. User shall not use or permit any activity upon the Property that will invalidate or will increase the rate of any policy of insurance now or hereafter carried on the Property or the Building. User agrees that its personal property utilized at the Property shall be at the risk of User only and that Holy Family shall not be liable for damage thereto or theft thereof under any circumstances. User shall provide Holy Family with certificates evidencing the coverage required herein.
4. The User agrees to defend, indemnify and save harmless Holy Family and its agents and employees from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring in the Property occasioned in whole or in part by any act or omission, on the part of the User or its agents, licensees or invitees, or by reason of any unlawful use of the Property by User or any breach, violation or nonperformance of any covenant on the part of the User to be observed or performed, or for any matter or thing growing out of the occupancy or use of the Property by the User or anyone holding or claiming to hold through or under the User except as may be caused by Holy Family's gross negligence or intentional misconduct. In all such events, Holy Family shall not be liable for any damages, injury or loss to the persons, property, or affects of User, or to any other person or persons suffered in, on or upon the Property, or as a result of the use of the Property by User, and User agrees to indemnify, defend and protect and save harmless the Holy Family against any and all damages or claims therefore.
5. User's rights under this Agreement are not assignable.
6. The execution of this Room Use Agreement or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Holy Family and User the relationship of principal and agent or of partnership or of joint venture and the relationship between them shall be that only of licensor and licensee.
7. This Room Use Agreement contains the entire understanding and agreement by and between the parties hereto with respect to the use of the Property, notwithstanding any prior or contemporaneous oral or written agreements or instruments, and no amendment to this Room Use Agreement shall be effective unless the same is in writing and signed by all of the parties hereto.
8. This Room Use Agreement shall be construed and interpreted under and governed by the laws of the State of North Carolina.
9. User will return the Property in good order and condition, subject only to normal wear and tear.
10. Failure of Holy Family to object to any act or admission on the part of User, no matter how long the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by Holy Family at any time, express or implied, of any breach of any provision of this Room Use Agreement shall be deemed to consent to any subsequent breach of the same or any other provision.
11. The invalidity, illegality, or unenforceability of any provision of this Room Use Agreement shall not render the other provisions hereof invalid, illegal or unenforceable.
12. User, at the expiration of its scheduled use, shall remove all furniture, equipment, and other personal property which User shall have placed in the Property; provided that User shall repair any damages to the Property caused by such removal. All such property, during the scheduled use, shall be at risk of User only, and Holy Family shall not be liable for any loss thereof or damage thereto resulting from any cause whatsoever. Any such property not removed at the expiration or earlier termination of the scheduled use shall be deemed abandoned and may be disposed of by Holy Family in any manner whatsoever.

**CATHOLIC DIOCESE OF CHARLOTTE, NC - 0727  
APPLICATION FOR SPECIAL EVENTS COVERAGE**

**Name of Parish or Institution:** \_\_\_\_\_

**NOTE: CATHOLIC MUTUAL MUST RECEIVE APPLICATION AT LEAST 15 DAYS PRIOR TO EVENT. DO NOT SUBMIT APPLICATIONS MORE THAN 6 MONTHS IN ADVANCE.**

**Street (Physical) Address (NO P.O. BOXES):** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Type of Special Event** (Example: wedding reception, anniv. party, etc.  
If event is a fundraiser, please be specific about what is occurring):  
\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Lessee (Additional Insured) Information:**

Name of Sponsoring Organization or Individual Requesting Coverage  
\_\_\_\_\_

**Time of Event:** From \_\_\_\_\_ To \_\_\_\_\_

*(Please Print Lessee Name(s) or Organization)*

**Approximate Number of Participants:** \_\_\_\_\_

**Lessee (Additional Insured) Contact Person:**

**Name:** \_\_\_\_\_

**Is Liquor Being Served?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Is Food Being Served?** Yes \_\_\_\_\_ No \_\_\_\_\_

**City/State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**To receive approval notification please print e-mail(s):** \_\_\_\_\_

*(Please Print E-mail(s) Clearly)*

**TO AVOID DELAY OR DENIAL OF COVERAGE, PLEASE ENSURE THAT EACH FIELD IS COMPLETED.**

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 **Nationwide Mutual Insurance Company**, Policy No. on file with C.M.G. Agency, Inc.

**Cost of Coverage:** \$100 Per Event (Overnight Stays - \$125)

**COVERAGE DOES NOT APPLY TO CERTAIN EVENTS, SUCH AS, BUT NOT LIMITED TO:**

- \* Sporting events including tournaments & camps
- \* Amusement rides, including mechanically operated devices, trampolines, & rebounding devices
- \* Events where a fee or admission is charged, unless all proceeds go to charity
- \* Events with attendance of more than 1,000 persons
- \* Events involving pool or lake activities
- \* Events involving 'BYOB' (Bring your own bottle)
- \* Any carnival event
- \* Fireworks & fireworks displays
- \* Events organized or operated by professional promoters/performers
- \* Events which exceed 72 hours in duration
- \* Events involving recreational vehicles
- \* Political Rallies
- \* Inflatable Amusement Device (unless pre-approved/flat charge of \$250 applies)

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

*Please make check payable to: Catholic Diocese of Charlotte*

**COMPLETE AND RETURN THIS FORM TO: Catholic Diocese of Charlotte  
Attn: Mr. Guy A. Piche  
1123 South Church St  
Charlotte, NC 28203-4003**

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

**Approving Location: OMAHA, NE**

**ATTN: MEMBER SERVICES  
Fax No.: 402-551-2943**

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

CMRS-226A(10-06)