

DIOCESE OF FARGO
CHURCH FACILITY USE POLICY
FOR THE PARISH OF

("Church")

Adopted July 1, 2016

Introduction

The real estate, buildings, and structures (collectively, the "Facility") of the Church (e.g. parishes, schools, cemeteries) represent an essential component of the ministry of the Roman Catholic Church. Because of God's benevolence and faithfulness, the Church must exercise wise stewardship over all aspects of the Facility. This includes using the Facility in such a way that brings honor to God, stays true to the teachings and beliefs of the Roman Catholic Church, and maintains the Facility in good condition so that the ministry of the Church may continue to endure for years to come (Can. 1254, 1257).

Purpose

The purpose of the Facility is to celebrate the good news of Jesus Christ and to serve the needs of our Catholic community. The Facility is a sacred religious place, and is to be used in a manner that reflects the principles of the Catholic faith. The purpose of this written policy is to establish policies, procedures, guidelines, and fees (where applicable) for the use of the Facility. Prior to using the Facility, each applicant must agree to the terms of this Policy, and sign the Policy below.

Facility Use Overview

In order to maintain the sacred nature of the Facility, use of the Facility shall be in accordance with the teachings and beliefs of the Roman Catholic Church. Any proposed use of the Facility that either contradicts or is inconsistent with the teachings and beliefs of the Roman Catholic Church and Statement of Faith is not permitted, including but not limited to:

1. Events that celebrate actions and rituals that are contrary to the teachings of the Roman Catholic Church;
2. Events that support behavior that is contrary to the teachings of the Roman Catholic Church;
3. Events that promote conduct, products and activities that are contrary to the tenets and principles of the Roman Catholic Church;
4. Conduct that is not in keeping with civil laws and regulations; and
5. Conduct that offends Roman Catholic Church teachings regarding the sanctity of human life.

Applicant acknowledges and agrees that the Church has a strong interest in ensuring that the Facility is used for the above purposes, and acknowledges that such restrictions are necessary to maintain the sacred nature and religious purpose of the Facility.

Non-Member Facility Use

In the spirit of service to the community and in spreading the good news of Jesus Christ, we allow a limited pre-approved use of the Facility by entities and organizations that are not part of the Roman Catholic Church. All applicants, whether Church members or non-members, must agree that they will respect the sacred religious nature of the Facility, and must further agree to abide by the following requirements:

1. The applicant's general objectives and plans for the event are in harmony with the teachings, beliefs, principles, and objectives of the Church;
2. The applicant provides all necessary documentation required under this policy, as well as any other documentation that may be requested from time to time; and
3. The applicant agrees to be responsible for all facilities and/or equipment used for the event, and further agrees to strictly abide by the Church's rules of conduct for use of the Facility, as stated below and as described in any additional instructions provided by the Facility Coordinator.

In the event the applicant fails to meet any of the above requirements, the application for use of the Facility shall be denied.

Facility Hours

The Facility is available between the hours of _____ a.m. and _____ p.m. Any usage of the Facility outside of these hours must be approved by the Facility Coordinator.

Fees

Use of the Facility is subject to a use and maintenance fee of \$_____ (the "Maintenance Fee") to pay for the upkeep of the Facility. The Maintenance Fee may be waived for members of the Church. Waiver of the Maintenance Fee shall be at the discretion of the Pastor of the Church.

In addition to the Maintenance Fee, the applicant may also be required to pay a security deposit to cover any damages to the Facility caused by the applicant or applicant's group (the "Deposit"). Applicant shall be entitled to a full reimbursement of the Deposit in the event no damage is caused to the facility, reasonable wear and tear excepted.

Facility Use Guidelines

During the event, the applicant shall ensure compliance with the following guidelines at all times:

1. The applicant/applicant's group may only utilize those areas of the Facility that are specifically reserved on the Church Facility Reservation Request and Agreement (see the attached Exhibit "A"). Use of any other area of the Facility is strictly prohibited.
2. Food and drink: Food and drinks shall be restricted to those areas specifically designated by the Facility Coordinator.
3. Church equipment, including, but not limited to, tables, chairs, podiums, electronics, and kitchen supplies must be returned to their original placement, unless otherwise arranged prior to the event.
4. Unless otherwise arranged by the Facilities Coordinator, at the conclusion of the event, and prior to departure, applicant must turn off all lights and lock all doors.
5. Clean-up: The applicant shall, prior to departure, return to its original cleanliness all areas used for the event.
6. Abusive or foul language, violent behavior, and illegal drug use are strictly prohibited in or around the Facility. Any person exhibiting such behavior may expect to be immediately escorted off the Facility premises.
7. Children must be supervised at all times. Children who accompany adults to meetings or events must remain with the adult at all times.
8. The applicant shall comply with all local, State, and Federal laws concerning health, safety, and public order regarding the use of the Facility.

Liability

1. Neither the Church nor the Diocese of Fargo is responsible for injuries or losses incurred as a result of defects or conditions arising from the negligent acts or omissions of applicant, its clients, employees, invitees, guests or other persons in the Facility with applicant's consent.
2. Neither the Church nor the Diocese of Fargo is responsible for any personal belongings left unattended or abandoned. The Church may dispose of items left in the Facility in its sole and absolute discretion and without liability to the Church.
3. Participants or guests at events hosted by applicant are under the direct and complete supervision and control of applicant. As such, applicant is liable for all damages beyond normal wear and tear arising from its use of the Facility. Accordingly, applicant shall reimburse Church for the cost of repair, replacement, or maintenance resulting from

damage to the Facility or the Church's equipment or property by applicant, its agents or representatives, guests or participants that exceeds the Deposit amount (if any).

Insurance and Indemnity

The applicant shall be required to obtain general liability insurance coverage in an amount not less than \$_____ for the use of the Facility. Applicant shall be required to furnish proof of such insurance within ten (10) days prior to the use of the Facility. If the applicant does not have and cannot obtain liability insurance then the applicant must complete the Special Events Coverage application form.

Indemnity
Applicant shall indemnify, hold harmless, protect and defend the Church and the Diocese of Fargo for, from and against all costs, claims, damages or liability for injury or damage including, but not limited to, bodily injury, emotional injury, or property damage arising from this Policy, the Facility use application process, or from applicant's use of the Facility, regardless of whether caused by applicant, Church, the Diocese of Fargo, or otherwise. Applicant further agrees to indemnify, hold harmless, protect and defend the Church and the Diocese of Fargo for, from and against all costs, claims, damages or liability arising out of alleged discrimination.

Facility Use Request and Scheduling

To request the use of the Facility, all applicants must submit a Church Facility Reservation Request and Agreement, a copy of which is attached hereto as Exhibit "A", to the Facility Coordinator. Approval of the event will be in the sole discretion of the Pastor of the Church.

Acknowledgement of Applicant

The undersigned hereby acknowledges and agrees that the proposed use of the Facility does not violate this Policy. The undersigned further acknowledges and agrees that it will be responsible for any non-conformance with this Policy, and will use its best efforts to ensure that the other users or guests at the event for which the Facility will be used will abide by the terms of this Policy.

Signed this ____ day of _____, 20__.

Applicant (name(s)/organization): _____

By: _____ Its: _____
(Signature of authorized representative) (Title)

Printed name: _____

Received and approved by:

_____ Date: _____
(Signature, name and title of Church's authorized representative)

EXHIBIT A

Church Facility Reservation Request and Agreement

This Church Facility Reservation Request and Agreement (the "Agreement") constitutes the binding legal agreement between _____ ("Church") and Applicant whereby Church shall grant to the Applicant a limited, conditional license to use the Facility designated below according to the terms and conditions contained herein, as well as the terms and conditions of the Church Facility Use Policy already delivered to Applicant.

Applicant (individual(s)/organization name): _____

Is the Applicant a member of the Church?: Yes ____ No ____

Applicant address: _____

Applicant's "Authorized Representative" for event: _____

Email address for Authorized Representative: _____

Phone number(s) for Authorized Representative: _____

Description of Event/Activity: _____

Room(s) requested ("Facility"): _____

Equipment requested: _____

Date(s) of event/activity: Start date: ____/____/____ End date: ____/____/____

Time of event/activity: Start time: _____ am/pm End time: _____ am/pm

Additional time for set up needed? Yes ____ No ____ Starting at: _____ am/pm

Fees:

1. Deposit fee of \$_____.
2. Maintenance Fee of \$_____.

Acknowledgement:

The undersigned acknowledges that he/she is authorized to sign this Agreement on behalf of the Applicant, and further acknowledges the truth and accuracy of the statements contained herein. The undersigned acknowledges s/he has received and read the Church Facility Use Policy, and agrees that the proposed use of the Facility will not violate any terms contained therein.

APPLICANT:

(name(s)/organization)

By: _____
(Signature of authorized representative)

CHURCH:

By: _____
Its authorized representative