

SACRED SPACE FACILITY USAGE APPLICATION, RENTAL AGREEMENT AND POLICY

*** APPLICATION ***

Name of Church Parish (“Congregation”) or School: _____

Name of sacred space Facility being requested (the “Facility”): _____

Date of requested use: _____
Time of requested use: from _____ A.M./P.M. to _____ A.M./P.M.

Applicant(s)’ full name and address: _____

Applicant’s phone number: _____

If Applicant is not an individual, please initial and complete as applicable:

_____ Applicant is a corporation or limited liability company

_____ Applicant is an unincorporated association

_____ Other: Describe in detail the legal structure of the organization _____

If the event to be held in the Facility is a wedding or wedding reception, please provide the following information:

Full name, address, and religion of the Bride: _____

Full name, address, and religion of the Groom: _____

If the event is not a wedding reception, please provide a complete description of the occasion for which the Facility is to be used: _____

Sacred Space. The Applicant herein understands and agrees that the Facility that is the subject of this Application is a sacred space for use by Roman Catholic Church entities and organizations. However, in the spirit of service to the community and in spreading the good news of Jesus Christ, a limited pre-approved use of the Facility by individuals, entities and

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organizations that are not a part of the Roman Catholic Church is sometimes allowed.

Conditions. Applicant understands and agrees that Applicant's use of the Facility is solely within the discretion of the Pastor of the Congregation and that the Pastor may withhold permission to use the Facility without cause or explanation. Applicant agrees and understands that any grant of permission to use the Facility shall be conditioned upon the accuracy of the information provided in this Application and that Applicant shall be bound by all of the terms and conditions of the rental of the Facility as contained herein and of the Rental Agreement, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**, **AND** upon the Applicant at all times respecting the sacred religious nature of our facilities and abiding by the conditions, requirements and prohibitions set forth herein and in the *Sacred Space Facility Usage Policy* of the Diocese of Houma Thibodaux, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

_____ (Initial) **Indemnification.** Applicant understands and agrees that Applicant shall assume all risks associated with the rental and use of the Facility and agrees to defend, protect, indemnify and hold harmless the CONGREGATION, SCHOOL, and THE DIOCESE OF HOUMA THIBODAUX (the "Diocese") from and against any and all liabilities, claims, and causes of action of every nature and kind that is brought against the Congregation, School or Diocese arising from or out of the negligence, fault or willful conduct of any person or entity, including but not limited to the Applicant and his, her, or its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of or are associated in any way with the use of the FACILITY contemplated herein. Further, in consideration for Congregation agreeing to evaluate this Application, Applicant agrees to protect, defend, hold harmless and fully indemnify the Congregation, School and Diocese from and against any claims or causes of action whatsoever arising out of the application process whether such claim arises from the alleged negligence of the Congregation, its employees or agents or the negligence of any other party. APPLICANT further agrees to indemnify, protect, defend and hold harmless the Congregation, School and Diocese from and against any cause of action whatsoever of alleged discrimination.

_____ (Initial) **Insurance.** Applicant agrees that it shall have in effect, at all times during the Applicant's use of the Facility, a policy or policies of general liability insurance in form and substance acceptable to the Congregation naming the Congregation, School (as applicable) and the Diocese as primary insureds against claims which may arise out of Applicant's use of the Facility or which may be brought against the Congregation, School or Diocese by Applicant's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. Such insurance policy shall be with an insurer or insurers acceptable to the Diocese of Houma Thibodaux, shall provide coverage in an amount of not less than one million dollars

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(\$1,000,000) per occurrence, shall be primary insurance for the benefit of the Congregation, School and Diocese covering all liabilities, claims or causes of action that may arise or be asserted against the Congregation, School or Diocese. Applicant shall provide a certificate of such insurance to the Congregation evidencing the effectiveness of such coverage prior to any use of the Facility; the failure to provide such certificate prior to use of the Facility shall terminate all rights of the Applicant to use the Facility.

____ (Initial) Prohibited Events and Conduct. Applicant understands and agrees that events and conduct contrary to the tenets, morals and principles of the Roman Catholic Church are expressly prohibited in, on or about the Facility and that the Pastor of the Congregation shall have absolute authority to terminate any event or function that, in the sole discretion of such pastor, violates the prohibition herein, including but not limited to the following expressly prohibited events and conduct:

1. Events that celebrate actions, rituals or behaviors inconsistent with accepted tenets, morals and principles of the Roman Catholic Church;
2. Events that promote conduct, products or activities inconsistent with the tenets, morals and principles of the Roman Catholic Church;
3. Conduct that is inconsistent with Roman Catholic Church teachings regarding morals and the sanctity of human life;
4. Events or conduct that celebrate marriage or the marital state of parties other than in the context of Roman Catholic sacred sacramental matrimony; and
5. Conduct that is not in keeping with civil laws and regulations.

____ (Initial) Applicant acknowledges receipt of Exhibit "B," the Sacred Space Facility Usage Policy.

THIS APPLICATION COMPLETED, READ, SIGNED AND INITIALED by Applicant, in full understanding and agreement of the contents herein, on this ____ day of _____, 20__ in the presence of the undersigned witnesses:

Applicant:

(PRINT NAME: _____)

[APPROVAL/DISAPPROVAL FOLLOWS]

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APPROVAL/DISAPPROVAL

*******DISAPPROVAL*******

Application is **DISAPPROVED** THIS ____ DAY OF _____, 201__.

Authorized representative of Congregation/School

******APPROVAL******

Application is **APPROVED** THIS ____ DAY OF _____, 201__, and a Rental Agreement (Exhibit "A") shall be executed by and between the Congregation/School and the Applicant/Renter.

Authorized representative of Congregation/School

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EXHIBIT "A"

*****RENTAL AGREEMENT*****

This Rental Agreement is entered into this ____ day of _____, 2____, by and between:

The Congregation/School of _____ ("Congregation"), herein represented by _____, its duly authorized agent and representative; and

_____ (Print full name of Renter) ("Renter"), whose address is _____

Who declare and agree as follows:

The undersigned authorized representative of the Congregation:

____ (initial) warrants that the foregoing Application is complete in all respects, that all required signatures and initials of the Applicant have been completed; and

____ (initial) that the certificate of insurance required herein has been received and is attached to this Rental Agreement for recordation and file in the Congregation records.

The Congregation shall make the Facility available for purposes of: _____ (the "Event").

Event Date/Times. Upon execution of this Rental Agreement (Exhibit "B") and payment of the required deposits, the Facility shall be reserved for Applicant/Renter on the Date of _____. The times of Rental of the Facility shall be from _____ (AM) (PM) to _____ (AM) (PM).

Rental Charge. The rental charge for the Facility, excluding the deposits below, shall be \$ _____ (the "Rental Charge"), which shall be *paid in full not less than* _____ days *prior to the Event date.*

Deposits. The following booking deposits are required to confirm your date and must be sent back with this signed agreement within 7 days of the date of the execution of this Agreement as provided below.

- a. A **Non-Refundable Booking Deposit** of \$ _____ to secure your date, which is in addition to the Rental Charge.
- b. A **Refundable Damage/Cleaning Deposit** of \$ _____ is required, which shall be returned after the Event, conditioned upon the Facility being clean, in the same condition as it was prior to the Event, and undamaged.

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Final payment. It is understood that the renters shall pay the full rental amount: the Rental Charge *plus* the Non-Refundable Booking Deposit *plus* the Refundable Damage/Cleaning Deposit not later than _____ days prior to the scheduled Event date.

Cancellations. The booking fee shall be non-refundable if the Event is cancelled. All cancellations must be in writing, in which case the Renter may transfer the booking fee to an alternate date within one year of the cancellation. The Refundable Damage/Cleaning Deposit will be refunded not later than two weeks of the date of receipt of written cancellation by the Congregation/School.

THUS DONE AND SIGNED by the Applicant/Renter, _____
_____ (print full name of Renter) on this _____ day
of _____, _____, in the presence of the undersigned representative of
the Congregation/School after a complete reading of the whole and agreeing to be bound
and abide by all of its terms and conditions and the terms and conditions of the Sacred Space
Facility Usage Policy of the Diocese of Houma Thibodaux.

Renter:

By: _____ (print name)

THUS DONE AND SIGNED by the Congregation on this ____ day of _____,
_____.

Congregation/School Representative:

By: _____ (print name)

EXHIBIT “B” to Application
*****SACRED SPACE FACILITY USEAGE POLICY*****

POLICY.

This policy shall govern the use by individuals, entities and organizations that are not a part of the Roman Catholic Church of sacred space facilities of the Diocese of Houma Thibodaux and of each of the Congregations, Offices, Commissions and Lay organizations that form part of the Diocese of Houma Thibodaux.

SACRED PURPOSE OF CHURCH FACILITIES.

The purpose of the facilities that are owned by the Congregation of _____ (the “Church Facilities”) is to provide a venue for expressive association of the morals, teachings and principles of the Holy Roman Catholic Church, where the Congregation may gather the faithful to foster and disseminate the Roman Catholic faith, its teachings and morals, to celebrate the good news of Jesus Christ, and to serve the needs of our Catholic community. The Church Facilities are sacred religious places and it is the policy of the Congregation that such facilities may never be used in a manner that contradicts or is inconsistent with the foregoing purpose and the terms and conditions of this Policy.

CONDITIONS OF USE OF CHURCH FACILITIES BY PERSONS OR ENTITIES OTHER THAN THE CONGREGATION, AUTHORITY TO TERMINATE USE.

In the spirit of service to our community and in spreading the good news of Jesus Christ, the Church Facilities may, within the sole discretion of the Pastor of the Congregation and upon complying with the application procedures set forth herein and on the attached Application for Use of Church Facilities (the “Application”), be used by entities and organizations that are not a part of the Congregation and who commit to respect the sacred religious nature of our facilities and to abide by the guidelines and conditions of use set forth herein and in the Application. The Pastor of the Congregation shall have absolute control over the use of the Facilities and may deny permission for the use of the Facilities in his sole and absolute discretion.

The Pastor of the Congregation shall have absolute authority to terminate the use of Church Facilities, even if prior approval has been granted, if in his sole discretion the conduct, behavior, actions, or rituals being displayed or conducted at such event is not consistent with the sacred purpose of the Church Facilities as provided herein.

WHO MUST APPLY TO USE CHURCH FACILITIES.

Every individual, entity or organization wishing to use Church Facilities that is not officially part of the Congregation shall be required to comply with the policy, and follow the application procedures, set forth herein and in the Application. For purposes of illustration only, this policy shall apply and an application shall be required to be submitted by the following as a prerequisite to being granted permission to use Church Facilities for events that are not sponsored by the Congregation: parishioners, non-parishioners, Knights of Columbus, Girl and Boy Scouts, American Legion, sport teams that are not Congregation sponsored, municipal and civil parish organizations and entities. Funeral lunches are sponsored by the Congregation and no application shall be required for such events.

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*****SACRED SPACE FACILITY USEAGE POLICY*****

INSURANCE REQUIREMENTS.

All individuals, entities, and events that are not covered by the policies of insurance of the Congregation shall be required to provide and maintain, at all times during which the Church Facilities are being used, a policy or policies of insurance insuring the Congregation and the Diocese of Houma Thibodaux (the "Diocese") against all claims, demands, or actions typically covered by a comprehensive general liability policy against the Congregation or the Diocese arising out of or in connection with Applicant's use or occupancy of the Church Facilities or by the condition of the Church Facilities resulting from any accident occurring at, on or in any way related to the Applicant's use of the Church Facilities or any part thereof. The limits of such policy or policies shall be in an amount not less than One Million (\$1,000,000.00) dollars with respect to injuries to or death of any one person, and not less than One Million (\$1,000,000.00) dollars aggregate with respect to injuries or death in any one accident or occurrence. The Congregation and the Diocese shall each be named as an additional insured under such policy or policies. Applicant shall, prior to any use of the Church Facilities, provide the Congregation with a certificate of such insurance issued by the insurer naming the Congregation and the Diocese as additional insured under such policy or policies and evidencing the existence and the effectiveness of such coverage during the entire use of the Church Facilities by the Applicant and the Applicants agents and representatives. A certificate of insurance that names the Congregation and the Diocese as a "certificate holder" shall not be acceptable for this requirement.

CERTIFICATION:

I certify that I have read the *Church Facilities Sacred Space Policy* set forth herein and above and that I understand its contents and agree to be bound by its terms. I understand that any use of the Church Facilities shall be subject to and governed by all of the terms and conditions of this policy.

APPLICANT

Date: _____

WITNESSED AND RECEIVED BY:

Authorized Representative of the Congregation

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: _____

Signed: _____

On Behalf of the ORGANIZATION

Witness: _____

Witness: _____