



OFFICE *of the* BISHOP

May 20, 2016

To: Priests, Deacons, Parish and Institutional Administrators, Diocese of Des Moines
From: Most Reverend Richard E. Pates
RE: Facility Rental Policy

Attached to this communication you will find a policy to provide instruction to those of you that allow your building facilities to be used under any circumstances for “non-parish/school” events. This policy has been carefully reviewed by the Presbyteral Council, the Diocesan Finance Counsel and representative administrators of different parishes, schools and institutions. Many of you have been choosing wisely what groups are allowed to use the facilities but it is important to have a written policy spelling out when you will reject a request so that you are not accused of discrimination. Please read the policy carefully and contact Paul Carlson if you have any questions.

The policy references the existing Third Party Special Events Coverage policy that deals with the liability insurance requirements. This policy also dictates that a Facilities Use Agreement be completed by the renter of your space and references a sample agreement, which is attached.

I believe that this sample agreement is ready for your use by simply adding the parish name in the appropriate places. If you have a user agreement in place at your facility please modify it appropriately to make sure it is in compliance with this policy and the Special Events policy. Your agreement must include the following language:

- This Facility is owned and maintained by the Roman Catholic Church of this community. As such the Licensee will agree to respect our faith and policies of the Diocese, and will not knowingly or intentionally use the facility in a way that is in conflict with the teachings or policies of the Catholic Church.
- Licensee agrees to provide general liability coverage as called for under the diocesan Third Party Special Events Coverage policy

- Indemnification and Hold Harmless. To the fullest extent permitted by law, Licensee will indemnify Owner and save Owner, its agents and employees, and hold harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon Owner's property, or the occupancy or use by Licensee of the property or any part thereof or the use by Licensee of any adjacent property, or occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, Licensees, concessionaires, guests or other attendees. In case Owner shall be made a party to any litigation commenced by or against Licensee, Licensee shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

Thank you for all that you do on behalf of the church and its mission.

Attachments: Parish, School and Institutional Facility Use Policy (I)
Parish, School and Institutional Facility Use Agreement Third Party (II)
Parish, School and Institutional Facility Use Special Events Insurance and
Facility Usage/Indemnity Agreement (III)