



# Rental Policy & Use Agreement



Nativity Sacred Heart Center  
870 Nativity Drive  
Biloxi, Mississippi 39530

## RENTAL POLICY AND USE AGREEMENT

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FOR MORE INFORMATION CONTACT SACRED HEART CENTER MANAGERS:

Paul and Karen Arguelles can be reached at 228-341-0464 or 228-436-3001 (Please leave a message and your call will be returned).

PARISH OFFICE: 288-374-1717

*Thank you for using Nativity Sacred Heart Center for your event. We hope that your "happening" is a huge success and that you have a wonderful time.*

## I. GENERAL

### 1. Mission and Vision Statements

*Mission Statement:* We encourage and support each other in the process of growing in our spiritual journey through worship and parish ministries.

*Vision Statement:* We are a loving and welcoming active Catholic family focused on being Christ-like and making disciples of all God's people.

### 2. General

The Sacred Heart School building, dedicated in 1933, was constructed and funded through the generosity of Nativity B.V.M. parishioners of yesteryears.

The current facility, completed in 2005, is the product of a major renovation project to convert the beloved old school building to a much-needed gathering place for parish and diocesan ministries and activities. The altered interior provides a larger auditorium and kitchen for dinners and receptions, a new Youth Ministry Center, and space for religious education classes, RCIA, CCD, along with meeting rooms for the Pastoral Council and Ministry Teams.

The building has new electrical and air conditioning systems throughout. The exterior and site improvements provide a porte-cochere, expanded parking, landscaping, and a new metal standing seam roof. The results are a functional, beautiful, and handicapped-friendly facility, referred to herein as Nativity Sacred Heart Center (NSHC). The NSHC is conveniently located behind the Cathedral in downtown Biloxi.

The new Center was an action of love undertaken to preserve the *old* of yesterday and provide the *new* for today and tomorrow. The renovation project was paid for with the generous contributions of Nativity B.V.M. Parishioners and Sacred Heart School Alumni and Friends.

## II. USE AND NONUSE OF FACILITY

The Nativity Sacred Heart Center is primarily for the use and benefit of Nativity B.V.M. Parishioners and Cathedral-related activities of the Diocese of Biloxi. A parish member is recognized as:

1. One who is registered at Nativity B.V.M. Cathedral Parish for a period of one year at the time the reservation is requested\*, and;
2. One who attends Mass at the Cathedral on a regular basis, and;
3. One who financially supports the Parish.

*\*Exceptions to the one (1) year period are new arrivals to the area. Others who have been a parishioner less than the stated time will be considered on the same basis as a non-parishioner.*

The Nativity Sacred Heart Center is available for certain non-parish functions when they do not conflict with diocesan and parish schedules of activities. Some such functions include:

1. Receptions for weddings recognized by the Catholic Church
2. Anniversary parties
3. Funeral meals
4. Family reunions
5. Private socials
6. Meetings
7. Activities of other nonprofit organizations

**NOTE:** The specific purpose of any activity must be approved by Nativity B.V.M. Cathedral Parish. There shall be no bookings for a time that will conflict with Church services. Center Manager will make the determination based upon Church policy and requirements.

**The Nativity Sacred Heart Center is not available for:**

1. Fundraisers of organizations outside the parish
2. Wedding ceremonies
3. More than one wedding reception or major event a day absent written agreement of the Nativity Sacred Heart Center and all requesting users
4. Private profit-making groups
5. According to diocesan directives dated June 2003, events in support or opposition to any candidate for public office are prohibited
6. Any activity that conflicts with the Diocese of Biloxi "policy on the use of alcohol"

**DEEP FRY COOKING IS NOT PERMITTED.**

**CAPACITY**—Persons listed are approximate. Total persons are dictated by User’s need for space for items such as dancing, display, number of persons, and arrangements of tables, etc.

Ballroom, small banquet room, and lobby:

Stand up – cocktail/buffet style	500
Sit down – banquet style	400
Sit down – lecture style	500

Small banquet room only:

Stand up – cocktail/buffet style	100
Sit down – banquet style	80
Sit down – lecture style	100

### III. SPECIAL EVENTS INSURANCE AND APPLICATION

An Indemnity Agreement and a Certificate of Insurance is required. The insurance may be purchased through the Catholic Diocese of Biloxi. The current cost (subject to change) of \$100.00 is an added cost to the use fee. **COST IS PAYABLE 90 DAYS PRIOR TO THE EVENT.** Applications are attached herein. The Center Manager will assist with timely and proper submission.

If User’s homeowners, or other, policy will cover the event then a certificate of insurance from User’s insurance company is required. The certificate must list the Catholic Diocese of Biloxi, Bishop Roger Morin, Nativity Sacred Heart Center, and Nativity of the Blessed Virgin Mary Cathedral Parish as additional insured.

The insurance company providing coverage must be acceptable to the Diocese of Biloxi.

### IV. ALCOHOL BEVERAGE CONTROL AND APPLICATION

1. Alcoholic beverages may be served but NO alcoholic beverages may be sold unless appropriately permitted by the applicable state agency. With recent legislation regarding responsibility for those serving alcoholic beverages to their guests, please make certain that alcohol is not abused on church property. No one under the age of 21 may serve or consume alcohol. If alcoholic beverages are to be served, the serving table will be set up at a location as agreed to by the Center Manager.
2. The “Policy on the Use of Alcohol” of the Diocese of Biloxi is to be executed by User and made a part of this agreement.
3. The Mississippi Alcohol Beverage Control Commission and/or State Tax Commission require a license for the distribution of alcohol, wine, and beer in some circumstances on the premises. This is strictly required when such beverages are being served at public functions, **especially when there is money involved in attending the function.** The prohibition includes distribution by the User and not just the sale of alcohol. The license is the responsibility of the User. An Application is attached herein.

## V. SECURITY AND FIRE CONTROL

1. Smoking – The NSHC is a “Smoke-Free” building. Sand pots have been placed at the exterior of the pair of doors located at the northwest area of the auditorium. *Please do not smoke at any of the entrances.*
2. Security Guard – Nativity B.V.M. Cathedral Parish requires that a Security Guard be on duty for all activities unless excused in the rental agreement. Nativity B.V.M. Cathedral Parish reserves the right to require additional security personnel for any function depending on size, time (day or night) of function, etc. Security Guard is defined as a person professionally trained in safety procedures, general peacekeeping, and crowd control. The User absorbs the cost of security personnel although Nativity will schedule the service. **COST IS PAYABLE 90 DAYS PRIOR TO THE EVENT.**

## VI. RULES AND REGULATIONS

### 1. General

Anyone using the Nativity Sacred Heart Center must sign a Use Agreement – Section IX. User must agree to adhere to all regulations regarding liability, control of liquor use in force and in effect by the Diocese of Biloxi, all local, state, and federal regulations, and all requirements and guidelines as delineated herein.

Rules and regulations pertaining to certain items are listed as separate sections in this Rental Policy. Each page of the Rental Policy will be initialed by the User and each page will become an integral part of the Use Agreement – Section IX.

The Owner reserves the right to change the rules and regulations from time to time for the protection of both parties and the safety of the property. If changes are made, User will be promptly notified.

### 2. Hours of Activity

The User fee covers a period of time as established with the Center Manager at the time the reservation is made. For an evening reception, the User will be given the maximum time possible in consideration of prior bookings that involve the day/evening before and the morning of the desired date. User will be given sufficient time, as possible, for setup and decoration the day prior to the event. Prior bookings of other Users and Church activities will be the consideration. Length of overall time permitted will be impacted by the use of heat, air conditioning, and lights.

### 3. Tables, Chairs, and Tablecloths

- A. If tables and/or chairs are desired, Manager will arrange them using the best configuration for the number of guests expected and/or per User’s desires.
- B. User’s and Caterer’s desires cannot conflict with City of Biloxi fire regulations.

- C. NSHS does not furnish or place tablecloths. NSHC does not receive nor assume responsibility for rental items. User must be available to receive such items and arrange for return in accordance with contract.
- D. User will be given a drawing (floor plan) showing areas and possible uses when the facility is reserved.
- E. UNDER NO CIRCUMSTANCES are chairs, tables, or other items to be dragged across the floor. The hardwood floor is to be protected at all times.
- F. User will meet with the Center Manager not later than fourteen (14) days prior to the event to finalize arrangements.

#### 4. Decorations

The User shall adhere to the following guidelines for decorations used in the NSHC. Please exercise special care not to damage any items or surfaces.

- A. Decorating is to be done with fireproof or fire-retardant materials.
- B. All decorations must meet fire codes.
- C. Candles must be contained in a fireproof holder or globe.
- D. No items whatsoever – including nails, tacks, tapes, or any material that will deface the finishes – are to be used on the walls, doors, beams, window casings, or elsewhere.
- E. No decorations may be placed on glass windows.
- F. No loose glitter of any kind may be used.
- G. No flower petals are allowed.
- H. No rice or birdseed is allowed.
- I. No decorations may be used that will stain the tables or the floors.
- J. Balloons that may rise to the ceiling are not permitted.
- K. All decorations must be removed from the building immediately after the event.
- L. Any seasonal decorations (i.e. Christmas tree) put in the Center by the Parish will remain in place.

#### 5. Cooking

- A. Cooking in the kitchen is only permitted for parish and diocesan functions.
- B. Users may use the kitchen for heating, preserving, cooling, and generally organizing the food for serving and the clearing of utensils, etc. Appliances and equipment available to User and/or User's caterer are stove (oven and top), warming table, microwave, one (1) large commercial refrigerator, sinks, and a 400-pound capacity ice machine.
- C. The User may NOT use deep fryer(s).
- D. User and/or caterer is responsible for cleaning all items used in kitchen area including broom sweeping the floor and placing refuse in dumpster located to the northeast end of the kitchen.
- E. Floral arranging is discouraged. Floral arranging is permitted only in the kitchen and the User/Florist will mop the tile floor. All residue will be placed in dumpsters at the north end of the building.

- F. An inventory of kitchen items is maintained by the Center Manager. Please make note of any items you may have used from the kitchen area and make sure they are returned to the same place after cleaning. When the Center Manager inspects the facility after the event, any missing items must be replaced by the User.
- G. No one under the age of eighteen (18) is allowed in the kitchen or serving line area.
- H. Guests will not be allowed to congregate in the kitchen or serving line area.

## 6. Sound System

Use of the public address/sound system is NOT permitted. The User must provide any such required equipment. Use of public address system outside the building is prohibited.

## 7. Minors

User will control the actions and movement of all minors. They are permitted only in the areas on the first floor for which User is contracted. Children are not permitted to use the elevator, stairs, or second floor area.

## 8. Upstairs Areas

No one is permitted on the second floor except as agreed to by the Center Manager. An exception will be made if a *bride and groom* desire to use the balcony adjacent to the RCIA room for the bouquet and garter ceremony.

## 9. Pets

No pets are allowed inside NSHC or on the grounds. The exception is guide dogs for blind or sight-impaired persons or those using a service dog for other medical needs.

## 10. Parking

All guests are asked to park their vehicles in the parking lot to the west and north of the NSHC. This is especially important for a wedding in the afternoon.

## 11. Going-away Vehicle

Vehicle may be decorated in the parking lot. However, all such decorations must be cleaned up and removed from the parking lot. Any damage to the parking lot will be the responsibility of the User. Decorating the vehicle must not trash NSHC parking lot or adjacent properties.



## 12. Cleanup

The Nativity Sacred Heart Center management will assume responsibility for cleaning the facility, except as indicated herein under Section VI, paragraph 5, Kitchen, as pertains to the responsibility of the User/Caterer/Floral Arranger. All personal property of User and Guest including rental items must be removed at the conclusion of the event unless other arrangements are agreed upon in writing with NSHC Manager.

## 13. Lock Up

Unless specific arrangements are made with the Center Manager to the contrary, securing of the facility will be User's responsibility. Presence of the Center Manager and/or security person does not relieve User of responsibility. All doors and windows will be checked. If keys are involved, they must be returned to the Rectory or the Center Manager the day after the event or as agreed to by the User and Manager.

## 14. Damages to Facility

Following the scheduled event, the Center Manager will inspect the NSHC to assess and ascertain, in his/her sole discretion, whether any damage to the NSHC was caused by or during the event, excluding any normal wear and tear. If the Center Manager determines that no damage to the NSHC was caused by or during the scheduled event other than normal wear and tear, the damage deposit, in full, will be returned to the User within ten (10) days of the event. If the Center Manager determines in his/her sole discretion that there is damage to the NSHC caused by or during the scheduled event other than normal wear and tear, the damage deposit, after deducting the reasonable costs of repair, will be returned to the User. If the Center Manager determines, in his/her sole discretion, that there is damage to the NSHC caused by or during the scheduled event other than normal wear and tear and the damage is greater than the damage deposit, the individual group using the NSHC shall forfeit the damage deposit **and** shall be liable and responsible for the difference between the reasonable costs of repair and the amount of the damage deposit. Any additional amount shall be due and payable within fourteen (14) days of notification of completed repairs and the costs thereof.

VII. FEES

The fees required for the use of the NSHC are used toward the payment of ongoing expenses, i.e., utilities, insurance, maintenance, and general upkeep of the facility.

In the case of parishioners, the fees required for the personal use of the NSHC have no relation to the parishioner’s regular church support, contributions to the capital improvement and maintenance fund, or the Parish Life Center Building Fund.

**FEE SCHEDULE**

AREA	RENTAL FEE	DAMAGE DEPOSIT (REFUNDABLE)
Large Activity (ballroom, small banquet room, lobby)		
Parishioner	\$1,550.00	\$250.00
Non-parishioner	\$1,750.00	\$250.00
Small Banquet Room only		
Parishioner	\$400.00	\$250.00
Non-parishioner	\$500.00	\$250.00
Other Rooms will be reviewed at time of request		

**Insurance and security are additional costs and subject to change prior to event.**

Payment of fees/deposits: A nonrefundable deposit of \$500 for parishioners and \$750 for non-parishioners shall be paid upon signing the contract. The remaining rental fee and damage deposit will be due ninety (90) days prior to the event. The damage deposit may be paid by separate check and will be handles as stated in Section VI (Damages to Facilities) of this rental policy.

Additional Stipulations:

1. Nonprofit organizations may apply to receive parishioner rate.
2. Insurance is required by Diocese of Biloxi and is an additional expense. Cost per event will be added to fee. This cost is subject to change after the agreement is executed.
3. Alcohol/Wine and Beer permits (if required) and the fee for the same are the total responsibility of the User. Permit is due to the Manager thirty (30) days prior to the event. No permit is required if stated beverages are not to be sold.

4. Rental fees include space agreed to, lighted parking, smoke-free environment, handicapped accessibility, porte-cochere entrance, middle south entrance, tables and chairs, set up, kitchen use (as stipulated), portable bars, and ice.
5. Payment of Rental Fees and Deposits are as follows:
  - A. Nonrefundable deposit at the time reservation is made. Reservation deposit is part of the base fee.
  - B. Facility – Ninety (90) days prior to event
  - C. Damage deposit – Ninety (90) days prior to event
  - D. Cost of Insurance – Ninety (90) days prior to event
  - E. Cost of Security – Ninety (90) days prior to event
  - F. Certificate of Insurance – Due thirty (30) days prior to event. If using Diocesan insurance coverage, payment of \$100.00 is due ninety (90) days prior to event.
  - G. Alcohol/Wine and/or Beer License, if required – Due thirty (30) days prior to event

#### VIII. RESERVATIONS

1. No reservations for use of the Nativity Sacred Heart Center or any part thereof may be made more than twelve (12) months in advance. The only exception is receptions of weddings scheduled at the Cathedral. If that is the case, parishioners may reserve fifteen (15) months in advance and non-parishioners twelve (12) months in advance. Exceptions to this rule may be considered by the Rector.
2. Requests for use of the NSHC will be considered on the basis of eligibility as outlined in Section II above and on a first requested basis.
3. Anyone using the NSHC **must first sign a Use Agreement and pay deposits as indicated herein**. User must agree to adhere to all regulations in force and in effect by the Diocese of Biloxi regarding liability and liquor use, and all local, state, and federal regulations along with all requirements and guidelines adopted by Nativity B.V.M. Cathedral Parish.

IX. AGREEMENT REGARDING USE OF NATIVITY SACRED HEART CENTER

Nativity B.V.M. Cathedral Parish agrees to provide its Nativity Sacred Heart Center facility for your use at your event under the terms and conditions provided within the forgoing Rental Policy and/or as otherwise expressed in this Agreement.

1. Area Available for Use

The following areas are designated for use with this contract. User and Manager of Nativity Sacred Heart Center will initial appropriate areas based upon fees as agree to by User and Center Manager. No other areas will be used.

<u>First Floor</u>	<u>Second Floor (not generally available)</u>
_____ Ballroom & Lobby	_____ Rooms
_____ Banquet Room	_____
_____ Balcony above auditorium	_____
_____ Kitchen	_____
_____ Restroom facilities	_____ Restroom facilities
_____ Dressing Rooms	_____
_____ Other _____	_____ Other _____

Parking on adjacent grounds is provided on a space-available basis except at times for regularly scheduled Mass. At such times, the guest of the renting party are instructed to park only in the parking lot to the northwest of the Nativity Sacred Heart Center (Center Manager will clarify at time of reservation).

\_\_\_\_\_  
 \_\_\_\_\_

2. Fees and Deposits

Reference Section VII of foregoing Rental Policy. The Center Manager will complete the blanks at the time reservations are made.

- A. Use Fees: The renting party agrees to pay in advance a fee of \$\_\_\_\_\_ for the use of the areas of the facility indicated above, and for insurance and security for a period of \_\_\_\_\_ hours.
- B. Fee Deposit: There is a required non-refundable deposit of \$\_\_\_\_\_ toward the use fee. The deposit is payable at the time this Agreement is executed.

- C. Damage: There is a required deposit of \$250.00 (by separate check) to apply against cost of damages caused by User. The full amount of the fee is refundable within thirty (30) days if no damage is incurred. The deposit is payable ninety (90) days before event (reference Section VI-14).

### 3. Utilities

Nativity B.V.M. Cathedral Parish is responsible for costs of utilities.

### 4. Limitations on Use

The User may use the premises only for lawful purposes. The following purposes, although possibly lawful, are prohibited:

- A. Any use that promotes, supports, or funds activity which is in direct contradiction to established doctrine of the Catholic Church and the policies of the Diocese of Biloxi
- B. Any use determined inappropriate by the sole discretion of the Rector of Nativity B.V.M. Cathedral Parish
- C. Any use which requires a permit issued by an agency of a federal, state, or local government body unless such permit has been issued and a copy supplied to the Rector of the Nativity B.V.M. Cathedral Parish prior to the beginning of the event

### 5. Maintenance and Repairs

The User acknowledges that the premises are in good order and repair. The User agrees to accept responsibility for all damages occurring during the term of the use of the facility, without exception. Unless actively caused by the negligence or willful act or failure to act of Nativity B.V.M. Cathedral Parish or its agents or employees, the User waives all claims against Nativity B.V.M. Cathedral Parish and its agents or employees for all damages to the property of the User resulting from the building or its equipment being out of repair, from theft in or about the building, or from any personal injury suffered by the User or anyone coming onto the premises during the period of use.

### 6. Insurance

It is the responsibility of the User to secure insurance for the term of its use. Such insurance must provide full protection against all claims from personal injury, death, or property damage occurring in, on, or about the facility and the property adjoining the facility. Certification of such insurance must be provided as directed in Section III of the foregoing rental policy. Insurance is available through the Diocese of Biloxi. Applications are to be submitted to the Center Manager.

## 7. Hold Harmless

The User agrees to hold Nativity B.V.M. Cathedral Parish as well as its employees and agents harmless for any claim asserted as a consequence or incidental to the rental party's use of the facility or arising during the period of the User's use of the facility which is not expressly covered under the existing insurance coverage available to Nativity B.V.M. Parish. Reference Section III of the Foregoing rental policy.

## 8. Assignment of Use Rights

The User shall not have the right to assign the privilege to use the premises without the express written consent of the Rector of Nativity B.V.M. Cathedral Parish. In the event any assignment is permitted, the User shall remain primarily liable for all obligations contained in this agreement.

## 9. Additional Rights of Owner of Facility

Nativity B.V.M. Cathedral Parish shall have the following additional rights:

- A. To cancel any unused portion of the use term for any inappropriate use as determined by the sole discretion of the Rector of the Nativity B.V.M. Cathedral Parish
- B. To assert claims against the User for any and all violations of the agreement
- C. To assert claims against the User to acquire the benefit of any right created under this agreement
- D. Require the User to better particularize its intended or ongoing use of the premises

## 10. Rules

The following rules apply without exception:

- A. No smoking permitted under the roof of the facility. Refer to Section V of the foregoing rental policy.
- B. Nativity B.V.M. Cathedral Parish is not responsible for personal and/or food items left in the facility. Please take them with you when you leave.
- C. Check and double check to be sure that the stove or range top is turned off.
- D. Leave the door key with the facility manager at the close of the event or rental period.
- E. No person below the legal age to consume alcoholic beverages shall be dispensed or otherwise allowed to consume alcoholic beverages in the facility or adjoining grounds.
- F. Do not make copies of the door key.
- G. Upon leaving, be sure all lights are turned off except those identified at the switch as night lights.
- H. Upon leaving, check and double check to make sure all doors and windows are locked.
- I. All rules and requirements delineated in the foregoing Rental Policy are in force.

11. Expenses

In the event it is necessary for Nativity B.V.M. Cathedral Parish to assert its rights under this agreement (to include the terms of the Rental Policy Sections I-VIII), any expenses incurred, including a reasonable attorney's fee, shall become the financial responsibility of the User and shall be deemed payable on demand.

12. Savings Clause

If any provision of this use agreement is invalid or unenforceable, the remainder of this use agreement will not be affected but will remain valid and enforceable to the fullest extent permitted by law.

Name of User: \_\_\_\_\_

Date and hours of use: \_\_\_\_\_

Name, address, and telephone number of person making application for use:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned User intends to use the Nativity Sacred Heart Center facility only for the following use(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term, provisions, and rules are expressly accepted by the undersigned User on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Renting Party/User

If renting party is a corporate entity, the undersigned person(s) individually and personally guarantees all terms and provisions of this agreement.

\_\_\_\_\_  
\_\_\_\_\_

Agreed and accepted on behalf of Nativity B.V.M. Cathedral Parish.

\_\_\_\_\_  
Rector or Center Manager



**Catholic Diocese**  
of  
**Biloxi**

**RISK MANAGEMENT OFFICE**  
1790 Poppo's Ferry Road  
Biloxi, Mississippi 39532

PHONE: 228 702-2151 FAX 228 702-2178  
Email: [reclark@biloxidiocese.org](mailto:reclark@biloxidiocese.org)

**PARISH FACILITY USAGE / INDEMNITY AGREEMENT**

*This signed **Indemnity Agreement** and a **Certificate of Insurance in the amount of \$1,000,000.00** naming as an "Additionally Named Insured" - **The Catholic Diocese of Biloxi, Bishop Louis F. Kihneman.** and \_\_\_\_\_ (Your Parish) must reach the Diocese of Biloxi, Risk Management Office **at least 15 days** advance of use.  
(all use of Diocesan facilities is subject to approval by **Catholic Mutual Group.**)*

Parish: \_\_\_\_\_

Facility to be used: \_\_\_\_\_

User of facility: \_\_\_\_\_

Dates of usage: \_\_\_\_\_ Time: \_\_\_\_\_

Purpose of usage: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

It is hereby agreed between PARISH and USER of facility that the Facility is reserved on the above date and time and for the above purpose only.

The USER(S) of the facility agree(s) to accept responsibility for any loss or damage done to the facility or equipment, and other Parish property, as a result to their use of the facility. The USER agrees to maintain order and control over persons in attendance and to abide by all policies and procedures of the Parish.

Facility USER(S) agree(s) to protect, defend, hold harmless and fully indemnify the Parish for any claim or cause of action whatsoever arising out of or related to the usage, which takes place during the above identified date of facility usage. The USER further agrees to defend the Parish against any action that is brought against the Parish by the above named facility user and/or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the Parish, its employees or agents, or the negligence of any other individual or organization.

Signature of USER: \_\_\_\_\_ Date: \_\_\_\_\_

Name of USER: (Please Print) \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness: (Please Print) \_\_\_\_\_



DIOCESE OF BILOXI - 0357
APPLICATION FOR SPECIAL EVENTS COVERAGE

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability. Includes \$100,000 for Defense Costs for Sexual Misconduct, excluding overnight events (see below for purchase options). Coverage provided is per event (not per claim). Submission of application does not bind coverage - all events are subject to approval. Coverage 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)

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

Name of Parish or Institution:

Street (Physical) Address (NO P.O. BOXES):

City/State: ZIP Code:

Phone No.:

Lessee (Additional Insured) Information: Name of Sponsoring Organization or Individual Requesting Coverage

(Please Print Lessee Name(s) or Organization)

Lessee (Additional Insured) Contact Person:

Name:

Street Address:

City/State: ZIP Code:

Telephone:

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

(Please Print E-mail(s) Clearly)

reclark@biloxidiocese.org

Date of Event:

Type of Special Event (Example: wedding reception, anniv. party, etc. If it's a FUNDRAISER, be specific about what is occurring):

Time of Event: From To

Is this an overnight event? Yes No

Approx. Number of Participants:

Is Food Being Served? Yes No

Is Liquor Being Served? Yes No

If liquor is to be sold (or cost included in ticket price) and/or a license or permit is required in order for you to serve or furnish alcohol, you must obtain LIQUOR LIABILITY coverage by separate application.

Does this event require the additional coverage? Yes No

To Note: If liquor liability coverage is NOT purchased and an alcohol related claim results, the claim will be excluded if it is determined that a liquor liability policy should have been purchased.

DEFENSE COSTS FOR SEXUAL MISCONDUCT FOR OVERNIGHT EVENTS - \$100,000 LIMIT

Coverage does not automatically apply for overnight events, however, you have the option to purchase this coverage by separate application. Additional charge may apply.

Do you want to apply for this coverage? Yes No

ADDITIONAL CHARGES WILL APPLY FOR:

- Events which exceed 3 days in duration (charge TBD)
Inflatable Amusement Device (Must be pre-approved, picture required. Minimum charge of \$100 per inflatable applies; each device is underwritten; charge is determined by size and potential risk.)
Events that exceed 1,000 in attendance (charge TBD)

MAKE CHECK PAYABLE TO: DIOCESE OF BILOXI

RETURN WITH FORM TO: DIOCESE OF BILOXI ATTN: RHONDA PARKINSON CLARK, PH.D CHANCERY OFFICE 1790 POPPS FERRY ROAD BILOXI, MS 39553-2118

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

- Any carnival event
Fireworks & fireworks displays
Events involving 'BYOB' (Bring your own bottle)
Events involving pool or lake activities
Events involving recreational vehicles
Rap/Hip-Hop/Alternative music (non-religious bands)
Events organized or operated by professional promoters/performers
Organized sporting events, including tournaments & camps (some sporting activities are allowed and must be pre-approved).
Events where a fee or admission is charged, unless all proceeds go to charity
Political Rallies
Amusement rides, including mechanically operated devices, trampolines, & rebounding devices

# 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: \_\_\_\_\_

# **DIOCESE OF BILOXI**

## *Policy on the Use of Alcohol*

The Catechism of the Catholic Church reminds us that life and physical health are precious gifts entrusted to us by God. We are to take care of them, remembering the needs of others and the common good of all (CCC 2288). The Catechism teaches that “The virtue of temperance disposes us to avoid every kind of excess: the abuse of food, alcohol, tobacco, and medicine. Those incur grave guilt who, by drunkenness or a love of speed, endanger their own and others’ safety on the road, at sea, or in the air” (CCC 2290).

The people of the Diocese of Biloxi do not wish to encourage the use or abuse of alcohol; therefore, publicity for events on Church property or sponsored by Church entities should not appear to do so. The following policy is intended to provide for the responsible use of alcohol at Church-sponsored functions.

This policy is in addition to all applicable state and federal laws,\* and applies to any function sponsored by any parish, mission, school, or ministry of the Diocese of Biloxi whether on Church premises or elsewhere.

The term “alcoholic beverage” refers to liquor, beer, and/or wine and includes beverages or other concoctions containing liquor, beer, and/or wine when these can have an intoxicating effect.

1. No one under the age of 21 is permitted to consume, handle, or serve alcoholic beverages even with permission of parent(s) or guardian(s), whether or not the function takes place on Church property. Alcoholic beverages may be self-serve only at gatherings where no one under 21 is admitted.
2. Because of the difficulties involved in assuring that persons do not become intoxicated and that those under 21 do not consume alcohol, Bring Your Own Bottle (“BYOB”) functions are prohibited.
3. Beer and/or wine may be sold if food is also served at the function.
4. Sale of liquor and concoctions containing liquor that can have an intoxicating effect is prohibited at any function, whether or not the function takes place on Church property. Any exchange of tickets, free will offerings, etc., for an alcoholic beverage is considered to be a sale.
5. Containers of beer and wine are to be clearly labeled and supervised by an adult.
6. Alcoholic beverages are to be refused to anyone who appears to be intoxicated. Alcoholic beverages are to be distributed by individual servings. Any sale of a ticket entitling a person to multiple alcoholic drinks is prohibited.
7. There is to be a plan in place in the event that anyone appears to need transportation as a result of consumption of alcohol.

8. When Church premises are rented or loaned for private events, the responsible adult organizer is to sign a copy of this policy indicating understanding and agreement; this same person is to assure that a copy of this policy is provided to all relevant parties, e.g., bartenders, other organizers, etc. Other diocesan policies are applicable when participants at an event exceed a determined number.

\*See "Distribution of Beer and Light Wine - Legal Considerations"

**I have read the above policy, and I understand and agree to comply with my obligations herein.**

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Signature and Date

Effective February 1, 2007.

## **Distribution of Beer and Light Wine - Legal Considerations**

**The following does not apply to dry counties, where possession of beer and wine is for the most part prohibited. These are applicable legal considerations only and must be read together with the diocesan “Policy on the Use of Alcohol.”**

To sell beer or light wine it is necessary to obtain a permit through the State Tax Commission. Without a permit, penalties can include a \$1,000.00 fine and one year in jail for the responsible person (likely the pastor). A permit is not required if the beer or wine is given away free of charge.

It is not legal to provide beer, light wine, or liquor to any person known to be under the age of 21. An exception is that, in Mississippi, the law allows parents to legally provide their children who are between the ages of 18-21 with beer and wine.\*

Persons giving any alcoholic beverages to those under 21 are to be stopped, and, if necessary, police should be called.

If the beer or wine is provided without cost or sold with a valid permit to those who may lawfully consume it, the provider may have a measure of immunity from a lawsuit. This immunity is lost if it is provided to those under 21 or to persons visibly intoxicated.

If beer or wine is sold to someone already visibly intoxicated, the provider may be held liable for any injuries, damage, or death(s) caused as a result.

There is a potential for liability when third parties renting or using church facilities hold functions involving alcohol. Coverage for these special events, available through Catholic Mutual by contacting the Diocesan Risk Management Office, is to be required of third parties if any alcoholic beverages are consumed at their events.

\*Despite this exception in state law which can affect legal liability, note that the diocesan “Policy on the Use of Alcohol” does not allow anyone under 21 to be provided with beer, wine, or liquor by anyone.