

CHURCH OF ST.GENEVIEVE FACILITY USE POLICY

The following Facility Use Policy contains important information regarding the use of the Church of St. Genevieve facilities. It is imperative that you read and review the items listed. Please note that the rental will be considered NULL AND VOID if the application for facility use is not completed and returned along with the Rental Fee, Damage Deposit, and Certificate of Insurance at least 21 days prior to the event.

If you have any questions regarding the policy and its guidelines, please contact the church office at (651)429-7937.

1. APPLICATION

Facility Use applications may be obtained from the parish office or from our website stgens.org. All facility usages require an application. No facility usage shall be considered until a completed and executed application is submitted to the parish office together with the appropriate fees, at a time no later than two weeks after the application date. All usages are subject to the approval of the parish administrator.

2. RENTAL FEE

	2 to 4 hours	4 to 6 hours	6 to 10 hours
PCC Hospitality Hall	\$100.00	\$200.00	\$300.00
Kitchen (full use of kitchen)	\$100.00	\$125.00	\$200.00
PCC Worship space	\$200.00	\$300.00	\$400.00
Fortin Hall	\$100.00	\$200.00	\$300.00
Pavilion at St. John's Campus	\$100.00	\$200.00	\$300.00

St. Genevieve facilities are available to parishioners and non-profits with parishioner sponsorship. Facilities are also available to city, county, and federal government entities for informational meetings, general elections, etc. A completed Facility Usage/Indemnity Agreement Form needs to be submitted, and there is no fee charged, but donation for the space use is appreciated. Facilities are not available to non-parishioners. The Rental Fee must be paid in full at least 21 days prior to the event date or with the application, whichever is the sooner.

3. SECURITY DEPOSIT

The security deposit for any facility usage is \$500.00 and is due at the time of application. All money shall be returned if the application is not approved. The security deposit will be returned within 14 days after your function providing all of the guidelines have been adhered to and/or subject to any damages or miscellaneous expenses incurred during the event. If damages occur that exceed the security deposit, applicant agrees to pay for the additional damages.

4. CANCELLATION POLICY

A written cancellation request must be received by the church office at least 2 days prior to the event. Refunds will occur within 5 working days.

5. SPACE SET-UP

The space will be set up with tables and chairs as determined by maintenance staff. Room must be returned to that set up or additional custodial fee will be incurred.

6. DECORATIONS

Decorations shall be limited to tables only. No wall or ceiling decorations shall be allowed.

7. CLEAN-UP

Facility Users are responsible for clean-up of area, making sure all rubbish is removed. Regular rubbish service is not provided at Fortin Hall/Pavilion at Hugo so Facility Users must take rubbish away. This is critical to security deposit refund.

8. KITCHEN CLEAN-UP

Facility Users/caterer is responsible for the complete clean-up of kitchen area. This includes: washing countertops, ovens and microwaves cleaned, trash removed, coffee machine emptied and cleaned, wash and clean sinks and surrounding areas, and floors swept. Do not leave excess food, condiments or leftovers in refrigerator or freezer without prior approval. This is critical to security deposit refund.

9. COOKING

NO cooking will be allowed on the property. Only the preparation of cold foods and warm up of precooked hot foods will be allowed.

10. KITCHEN USAGE

Facility Users/caterer may use the following: coffee pots, coffee urns, refrigerator, freezer, convection ovens, stove and microwave.

11. SMOKING POLICY

All facilities are NO SMOKING facilities and will be enforced. Any violation of this item may forfeit your security deposit and the particular party may be asked to leave the facility.

12. RELIGIOUS CEREMONIES

No religious ceremonies, other than those presided over by the parish priest, may be performed in any facility.

13. INDEMNIFICATION/HOLD HARMLESS

Facility Users, by executing the application form, shall agree to indemnify and hold harmless the Church of St. Genevieve, its agents, servants, employees, and trustees from and against any and all claims, damages, losses and expenses, including attorney's fees, resulting from the Facility User's use of the facilities.

14. CERTIFICATE OF INSURANCE

Facility Users must provide a Certificate of Insurance bearing appropriate notations at least 21 days before the date of usage. It can be faxed to the parish office at 651-653-0071. It is the responsibility of the Facility User to confirm with parish staff that the fax was received.

The Certificate of Insurance shall have the following notations:

- o "Personal Liability for \$1,000,000."
- o "Host Liquor," if the host will serve anything alcoholic.
- o "Additional Insured": Church of St. Genevieve, 7087 Goiffon Rd, Centerville, MN 55038

15. ALCOHOLIC BEVERAGE POLICY

If alcohol is to be served, the following policies must be upheld: (required by Catholic Mutual)

- A. Only wine or beer (in bottles or cans) is allowed and may not be sold.
- B. Alcohol should be dispensed by a licensed bartender (or an individual who has had sufficient training in serving drinks and one who is proficient in the performance and accomplishment of this particular profession).
- C. Liquor should never be served to an individual who is under the legal drinking age. (21 in Minnesota)
- D. The individual serving the drinks should only serve one drink at a time.
- E. Food should be served constantly throughout the event that is taking place.
- F. All individuals should be carefully observed throughout the event to make sure they are eating and not just drinking.
- G. Every precaution should be taken to ensure that no alcoholic beverages be brought into the event and that only those alcoholic beverages consumed are the ones being distributed under the guidance and control of the staff member of the event in question.
- H. A pre-existing plan should be devised to handle an individual who has had too much to drink.
- I. At least 1 ½ hours before the event concludes, the bar should be shut down and no further alcohol should be made available to the individuals present at the event.
- J. In this final 1 ½ hour time period, coffee and food should be made available to those present, encouraged to remain and partake in the offerings. The coffee and food will not help to sober those individuals who have been drinking, the time certainly will.

16. DAMAGES

Any damages that occur to the facility that are a direct result of your event will be deducted from the security deposit. If the damages amount to more than the security deposit, the applicant will be responsible for all costs to repair the facility and equipment to its original condition.

FACILITY USER RESPONSIBILITIES

1. Facility users are expected to supply whatever they need to make their kitchen preparations other than a stove, oven, refrigerator, and serving utensils. They must also provide all dishes. All paper products (i.e. napkins, table cloths, paper towels, plastic and foil wraps, etc.) must be provided by the Facility User or for the Facility User by the caterer.
2. When a professional caterer is used, the catering company must provide the Church of St. Genevieve with a certificate of liability insurance with a minimum coverage of \$1,000,000 naming the parish as Additional Insureds at least 10 days before the event.
3. Because of concerns regarding cross-contamination, food cannot be stored in our kitchens unless done by a licensed caterer.

4. The rental amount must be paid in full at least 21 days in advance of the event. If the Fee is not paid when due, the Parish shall reserve the right to terminate the Use Agreement and allow another Facility User to use the Facility.
5. Facility User must complete and submit Facility Use/Indemnification Agreement (See Attachment A).
6. Facility User shall be required to provide the Church of St. Genevieve with a certificate of liability insurance coverage listing the Parish as Additional Insured as specified in the Facility Use Agreement. (Please refer to Attachment A.)
7. Catholic Mutual's Special Events Coverage fee of \$110.00 is an alternative to providing a certificate of insurance. (Please refer to Attachment B.)
8. Rooms must be returned to the condition in which it was found (tables, chairs, etc.)
9. All visitors must be respectful and orderly.
10. All disposables (decorations, table cloths, plates, etc.) need to be picked up and placed in the waste cans provided, rubbish must be taken off premises.
11. Liquids should not be put in the waste cans.
12. Wash, dry and replace all kitchen utensils used if the kitchen is rented.
13. Report problems or breakage immediately to the staff member on duty.
14. A refundable \$500.00 Damage Deposit is required. St. Genevieve's retains the right to keep the Down Payment as liquidated damages.
15. Facility User shall not use premises for any illegal or immoral purposes and shall comply with all applicable state and local laws, ordinances or regulations. Facility User may not use the property for any use or purpose which is materially and significantly contrary to or which is inconsistent with, in opposition, to, or which ridicules the teachings and practices of the Catholic Church. Renter shall take good care of the premises and maintain all the personal property, equipment, and furnishings in good condition during the rental term, and at expiration deliver the same good order, normal wear and tear exempted.

CHURCH OF ST. GENEVIEVE RESPONSIBILITIES

1. Provide Site Supervisor.
2. Unlock doors at times indicated on facility rental agreement.
3. Lock doors

FACILITY USAGE LIABILITY, INDEMNITY AND DAMAGE AGREEMENT

Attachment A

PARISH/INDEMNITEE: The Church of St. Genevieve
(Parish is understood to include the Archdiocese of Saint Paul and Minneapolis)

USER: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____

In consideration of the USER'S use of the FACILITY for the EVENT listed above, USER agrees as follows:

1. **TO** provide the Parish with a Certificate of Insurance naming the Parish and the Archdiocese of Saint Paul and Minneapolis, their employees, and all other persons identified in interest therewith (hereinafter referred to as "the Indemnites"), as Additional Insureds under a policy of liability insurance, with limits of at least \$1,000,000 per occurrence, insuring USER'S liability for damage and injury to person and property arising out of USER'S acts or omissions related in any way to the EVENT. USER agrees to provide such Certificate to the Parish at least 10 days prior to the EVENT. USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Indemnites.
2. **TO** protect, defend, indemnify, and hold harmless, the Indemnites, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of USER'S acts or omissions related in any way to the EVENT.
3. **TO** protect, defend, indemnify and hold harmless, the Indemnites, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property arising out of the acts or omissions, related in any way to the EVENT, of any and all persons attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason related to the EVENT.
4. **TO** protect, defend, indemnify, and hold harmless, the Indemnites, from and against any and all claims, liability, suits, and judgments, and all reasonable costs, including defense costs, attorneys' fees, court costs and expert fees, for damage and injury to person and property, sustained by any person or entity attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.
5. **TO** assume the risk of exposure to or infection of Communicable Diseases by USER's use of facility and that such exposure or infection may result in personal injury, illness, permanent disability, or death to USER, their guests, invitees, vendors, and participants. USER further understands that the risk of becoming exposed to or infected by Communicable Diseases at the facility may result from the actions, omissions, or negligence of Indemnites or others, including, but not limited to, Indemnitee's employees, volunteers, and guests. Communicable Disease includes and is not limited to, any disease or illness which can be transmitted through direct or indirect means.
6. **TO** protect, defend, indemnify, hold harmless and release the Indemnites, their administrators, directors, officers, employees, agents, and volunteers, from and against all claims and causes of action for any injury, damage, or harm of any kind which may directly or indirectly arise out of actual or alleged transmission of a Communicable Disease as a result of USER's use and occupancy of Parish Facilities.

7. **TO** provide the Parish, at least 10 days prior to the EVENT, with Certificates of Insurance for all vendors, including, but not limited to, all performers, entertainers, bands and caterers, attending, or participating in, the EVENT, certifying that such vendors are insured for liability, with limits of at least \$1,000,000 per occurrence, for damage and injury arising out of vendors' acts or omissions, and naming the Indemnitees as Additional Insureds for the EVENT.

8. **TO** assume entire responsibility for any and all damage to Parish property, real and personal, caused by USER, any person attending, or participating in, the EVENT, or using Parish property, real and personal, for any reason relating to the EVENT.

9. **TO** identify in writing the nature and purpose of the intended Use of the Parish Facilities. No Use of the Parish Facilities will be allowed that is in conflict with, contravention of, in opposition to, or which ridicules the teachings, tenets or philosophy of the Roman Catholic Church or for any immoral or illegal purpose, as determined in the sole discretion of the Parish. It is the USER'S responsibility to provide sufficient information about the planned Use to allow the Parish to make a determination whether the planned Use of the Parish Facilities complies with this provision and to inquire whether the planned Use of the Parish Facilities complies with this provision. The Parish shall have the right to terminate this Agreement at any time if the Parish, in its sole discretion, determines the Use violates this provision or the USER misrepresented the planned Use of the Parish Facilities. In that event, the USER shall forfeit any deposit and shall be responsible for all damages incurred by the Parish.

10. **THAT** in accordance with Minnesota Statute §363A.26, the Parish Facilities may not be Used to solemnize or celebrate a civil marriage, except a marriage between a man and a woman.

Date

USER- *(Must be an official agent of USER)*

Revised 7/2021

ARCHDIOCESE OF ST PAUL AND MINNEAPOLIS - 0111

APPLICATION FOR SPECIAL EVENTS COVERAGE

Coverage Limit: \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability.
Coverage provided is per event (not per claim). **Submission of application does not bind coverage - all events are subject to approval.**

Coverage underwritten by **Markel Insurance Company**; Policy No. on file with C.M.G. Agency, Inc.

Cost of Coverage: \$110 Per Event

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)*

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? _____
(Include Beer & Wine) 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.

COVERAGE DOES NOT APPLY TO CERTAIN EVENTS AND EXPOSURES, 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
- Non-religious musical performances/concerts (contact us for special exceptions)
- 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
- Claims related to an epidemic/pandemic

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:
ADSPM Irrevocable Trust

RETURN WITH FORM TO:

Catholic Mutual Group
267 8th Street E. #300
St. Paul, MN 55101

INSURANCE COVERAGE FOR SPECIAL EVENTS

Persons or groups renting parish property for a special event, such as a wedding reception, graduation party, community event, organizational meeting or other similar events, must have insurance to cover their event. If the event involves more than 50 people and/or alcohol, they must provide a Certificate of Insurance as proof of this coverage in the amount of at least \$1,000,000 Bodily Injury & Property Damage Liability Insurance and Host Liquor Liability (if liquor is being served). Homeowners Insurance will usually cover these types of events (renters should check with their Homeowners insurer to verify that their policy limit is sufficient to cover these events).

Special Events Coverage is available for purchase at \$110 per event by persons who do not have Homeowners Insurance or Renters Insurance to cover their event. Please refer to the updated Special Events Application for the types of events that do not qualify to purchase the coverage. When in doubt, please call our office if you have questions about what type of events are acceptable. Overnight events may be charged an additional fee. Please keep in mind that the fee for Special Events Coverage is subject to change from year to year, as the underwriters of this insurance may increase the fees that they charge to the Archdiocese. Since the policy year starts and ends on July 1, please remind persons who plan their rentals in advance that this fee may increase and that they will be responsible for the full amount.

Renters hosting events that cannot be covered by the Special Events Coverage will need to purchase coverage through an independent agent/insurance company and they must provide the church with evidence that they have purchased that coverage. A copy of the Certificate of Insurance should be given to the church and a copy should be sent to our office for approval, prior to the event, to be certain that they have adequate coverage.

Before your renters purchase the \$110 coverage, they should check with their Homeowner's Insurance agent to ask if their policy will cover their event. Their agent can then provide them with a Certificate of Insurance as evidence of their coverage. The Certificate should indicate the amount of coverage they have, the dates of coverage, the date of the event, type of event and include Host Liquor Liability, if alcohol is being served. Preferably, the certificate should name the church as "Additional Insured" for that specific event. The renter should then give the Certificate of Insurance to the church prior to the rental and a copy must be sent to our office for approval *at least 15 days prior to the event*.

There is no liability coverage available for the sale of liquor through a "cash bar" for your renter's events. It is against the law to sell liquor without a liquor license and only a licensed and fully insured liquor provider can dispense and sell alcohol for profit. Alcohol may be served at special events, but it may not be sold.

It is vital that individuals and groups using the parish facility for their own personal/business interests have appropriate insurance coverage in place, for their own protection as well as the parish's protection. Therefore, whenever you have questions, please call our office, (651) 290-1605.

Revised 2020