

## (B) Affirmation

### St. John the Baptist Church, Mankato, MN - Catholic Parish in the Diocese of Winona

I (FACILITY USER) \_\_\_\_\_ hereby affirm that:

1. I understand that the parish does not allow its facilities and properties to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the Church's faith.
2. To the best of my knowledge, the purpose for which I am requesting use of parish facility or property will not contradict the Church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to parish or school staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the parish facilities or properties that contradict the beliefs of the Church. I agree to promptly disclose any potential conflicts in belief to parish staff.
4. I understand that upon approval of my facility or property use request, I will need to provide a damage deposit in the amount of \$100, a certificate of insurance for \$1,000,000 of coverage and facility fee of \$50 parishioner (\$100 non-parishioner) for Matthews Hall or \$100 parishioner (\$200 non-parishioner) for the Parish Life Center.
5. I understand that my use of these facilities or property is subject to the pastor's or his delegate's approval, which is conditioned in part on my agreement to the requirements in the "Diocese of Winona Facility Usage Guidelines," a copy of which I have read and understood. (Printed on back.)
6. I understand that I will be responsible for any damages to the parish or school facilities or properties resulting from this proposed use of facilities or properties. (See back)
7. I agree to the **"Facility Usage/Indemnity Agreement"** stated as follows:

#### FACILITY USAGE/INDEMNITY AGREEMENT

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the below identified FACILITY USAGE at above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY 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 PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the below identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER 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. This paragraph does not relieve FACILITY USER'S responsibility to comply with the above (second) paragraph.

If any sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Signature (FACILITY USER or agent of) \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

DATE(S) OF FACILITY USAGE \_\_\_\_\_

TYPE OF FACILITY USAGE \_\_\_\_\_

Organization name \_\_\_\_\_

# Diocese of Winona Facility Usage Guidelines

The Catholic Church has an innate right to own, maintain and manage property and goods for the proper and principle purpose of divine worship, the support of clergy and religious, to undertake the works of the apostolate, for example, to care for the sick, provide for education, bury the dead, as well as the works of charity, especially toward the poor.

To that end, the Catholic Church, as a responsible property owner, provides for itself, property and liability insurance consistent with the requirements of the State of Minnesota. The Guidelines provide the means for pastors and other Church administrators to evaluate access and use of its facilities.

Our Church facilities and properties were provided through God's grace and by the sacrificial generosity of Church members. Although the facilities and properties are not for general public usage, we make our facilities and properties available to approved non-member persons and groups as a witness to our faith, in a spirit of Christian charity, and as a means of extending the Gospel of Jesus Christ in practice.

However, facility and property use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the Catholic Church's faith or moral teachings, which are primarily summarized in, the Sacred Scriptures, the teachings of the magisterium, and in the Catechism of the Catholic Church and diocesan policies. Facilities and properties may not be used for activities that contradict, or are deemed by the pastor or his delegate as inconsistent with, or contrary to, the Church's faith or moral teachings. The pastor, or his delegate, is the decision-maker on whether a person or group is allowed to use Church facilities and properties.

## Use of St. John the Baptist Facilities

1. No alcohol or tobacco use in parish facilities or around parish grounds.
2. No flammable materials or open flames (candles) are allowed in or around parish grounds.
3. No Food or beverages are allowed in the church or worship space.
4. No use of facility equipment, projectors, sound equipment, dishes, silverware, dishwasher, ovens, etc. are allowed. Facility users will supply all paper products (plates/cups/tableware) and decorations for event.
5. Facility users are restricted to only those areas of the facility that they have reserved.
6. Facility users must adhere to the starting and ending times specified on their agreement. All activities should be completed and all participants out of the facility by the time stated.
7. All facility users that include youth (under 18) are required to provide an adult supervisor who shall remain with the group during all activities and be responsible for the group's compliance with all usage guidelines.
8. All lights must be turned off (and doors locked upon departure if you have been given a key).
9. Clean-up/Damage: It is the facility user's responsibility to clean the facility in a satisfactory manner to the parish. In the event that a facility user does not return the space in a satisfactory manner to the parish or damage to equipment or other property is incurred during the usage period, a clean-up/damage fee may be deducted from the damage deposit.
  - Parish equipment such as tables and chairs must be returned to original placement unless other arrangements are made prior to the event.
  - Kitchen/food prep area floor must be mopped when done-mop is in corner of dishwasher room
  - Wipe sinks, carts and countertops clean and dry.
  - Use garbage bags provided. Remove garbage to alley dumpster outside door #15.
  - Bring your own containers for leftover food. Take it to the Salvation Army, Welcome Inn or home.
10. Abusive or foul language, violent or unlawful behavior, and drug or alcohol abuse are strictly prohibited while using parish facilities and properties. Any person exhibiting such behavior will be required to leave the premises.