

## **FACILITY USE POLICY**

- A. As part of the pastoral care entrusted to him by the Bishop of Knoxville, it is the responsibility of the Pastor of Saint Mary Parish, Oak Ridge, to oversee appropriate use of parish buildings and grounds. This policy is intended to ensure that the Pastor: (a.) has reasonable awareness of any use of the facilities, (b.) has reasonable assurance that those using the facilities understand and agree to follow this and all other relevant policies, and (c.) has reasonable means of addressing any misuse of facilities. Note: the person reserving a facility is hereafter referred to as the facility "USER".
- B. In accordance with canon 937 of the Code of Canon Law, the church is open daily for private prayer. Most other use of parish facilities, including all planned activities, requires completion of the Facilities Use Request Form and fulfillment of all other requirements indicated by the parochial clergy and staff.
- C. All applicable national Catholic norms and diocesan policies for the protection of children and vulnerable adults from sexual and other forms of abuse must be observed by all facility users and event participants. <https://dioknox.org/creating-a-safe-environment/>
- D. Events and other use of parish facilities must be compatible with Catholic faith and morals.
- E. The USER must provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name "Saint Mary Parish, Oak Ridge" and the "Diocese of Knoxville" as additional insured. However, in particular instances when groups or individuals do not have insurance, the "Adult Hold Harmless/Indemnity Agreement" (see attachment) may be used. Parish ministries and apostolates are exempt from this rule.
- F. All organizations, including Catholic associations, using parish facilities must sign the Catholic Mutual "Unaffiliated Organization Agreement" (see attachment) before reserving a facility. Parish ministries and apostolates are exempt from this rule.
- G. No smoking is allowed in any parish facility. Smoking on parish grounds is not permitted within sight of children or near flammable ground cover (e.g. mulch).
- H. The USER must remain present for the entire event and is responsible for returning the facility to its original condition by the end of the reservation time. The USER is responsible for any damage to facilities or equipment caused by participants. All minors should be properly supervised at all times.
- I. The serving of alcoholic beverages requires written permission from the Pastor. Only a bartender with a Server Permit from the Tennessee Alcoholic Beverage Commission may dispense alcohol at the event, doing so only in accordance with state law, and only moderately in both strength and frequency of the drinks. The bartender must end all dispensation at least thirty (30) minutes before the event ends. If a guest appears intoxicated, the USER shall provide the guest safe transportation away from the event. No other alcoholic beverages may be brought to the event except those served by the bartender. At events not sponsored by the parish and with more than fifty (50) persons in attendance, the USER shall arrange for a uniformed Tennessee Peace Officer, or a uniformed Security Guard/Officer registered with the Tennessee Department of Commerce, to be present during the entire time alcohol is served and consumed.
- J. Commercial and/or fundraising activities require express, written permission from the Pastor and full compliance with applicable laws.

- K. The USER may be required to post a security deposit, with the understanding that said security deposit shall be forfeited in the event of damages to, or improper cleaning of, the facility. The surrender of the security deposit from the USER to the parish does not limit the parish from seeking full compensation for damages to the facility or for cleaning of the Facility. Saint Mary Parish offers our facilities for private use by our members, and for public use by civic groups, when these facilities are not in use by the parish. Although there may be required deposits and equipment fees, we do not charge rent. Given the considerable expense required for us to provide these facilities, we do welcome donations from private users. Users are asked to consider a donation of \$100 per hour for each facility used. As a donation, the amount is recorded by our bookkeeper for use in providing annual statements to our donors. Non-profit civic groups, especially those providing social services, need not consider making a donation.
- L. Any violation of facility rules of use may lead to the termination of use of the facility, and subject the USER to forfeit any deposits and to claims for damages determined by the parish.
- M. The parish reserves the right at any time and for any reason to close a reserved facility, even if this results in the termination, cancellation or postponement of the event. In the event of cancellation, the parish will promptly return any fees and deposits to the USER.
- N. The USER is responsible for obtaining in advance from the Facilities Supervisor all necessary access keys, as well as all necessary information regarding operation of lighting, heat and air, and all other needed facility features and equipment. The USER shall return keys to the parish office within 72 hours of the event conclusion.
- O. The USER shall promptly report to the parish staff any safety, security or general maintenance issues arising during the event.
- P. For parties, receptions, banquets and similar events taking place during hours when parish staff are not available to provide supervision, user will be required to hire an event management service acceptable to the Pastor. A list of management services already approved by the Pastor is available in the parish office. The Pastor may waive this requirement for small parties held exclusively in Columbus Hall (in the Parish Life Center).
- Q. Vehicles left in a parking lot overnight, but not displaying a valid parking pass, may be subject to towing and storage at the vehicle owner's expense. Overnight parking passes are available in the parish office during business hours.
- R. Exterior doors should never be propped open while heating/cooling units are in operation.
- S. In liturgical use of Saint Mary Church or Saint Mary Chapel with a visiting Catholic clergyman, the USER shall ensure that all present observe appropriate respect for the sacred nature of the space before, during and after the liturgical event. Weddings and funerals must comply with the applicable parish liturgical policy. The USER shall ensure that professional photographers conclude their photography and remove all their equipment from the church/chapel before the scheduled end of the event.  
<https://www.stmarysoakridge.org/parish/our-parish-life/wedding-policy/>  
<https://www.stmarysoakridge.org/parish/our-parish-life/funeral-policy/>

# ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: Saint Mary Parish, Oak Ridge, Tennessee  
(PARISH is understood to include the Diocese of Knoxville)

ACTIVITY PARTICIPANT OR FACILITY USER: \_\_\_\_\_

DATES OF ACTIVITY OR USAGE: \_\_\_\_\_

TYPE OF ACTIVITY OR USAGE: \_\_\_\_\_

The above named ACTIVITY PARTICIPANT OR 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 ACTIVITY PARTICIPANT OR FACILITY USER which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR 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 the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

NAME (Please Print): \_\_\_\_\_

DATE: \_\_\_\_\_

# UNAFFILIATED ORGANIZATION AGREEMENT

PARISH: Saint Mary Parish, Oak Ridge, Tennessee. PARISH is understood to include the Diocese of Knoxville.

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: \_\_\_\_\_  
On Behalf of the ORGANIZATION

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_