

Contract Review Policies and Procedures

ARCHDIOCESE OF WASHINGTON



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Introduction

Background and Basis for Archdiocesan Contract Review Policy

The Archbishop is responsible for the stewardship of all property belonging to the Church. Therefore, any pastor/administrator¹ wishing to use or make any changes to archdiocesan property should consult this Contract Review Policies and Procedures manual for guidance.

This contract review policy applies to any agreement a pastor/administrator enters. Such agreements include, but are not limited to, agreements regarding use of parish facilities; real estate transactions and construction projects; and vendors and services. Therefore, this policy is structured in three parts: Facilities Usage; Parish Transactions Requiring Canonical Permission;² and Vendors & Services.

Any contract entered by a pastor/administrator will fall into one of the categories listed above, and the policies and procedures listed under their respective sections should be followed. If a pastor/administrator is uncertain about the type of agreement he is entering, he should contact the Office of the General Counsel at (301) 853-4521 for assistance in determining the correct procedures.

¹ The title “pastor/administrator” as used throughout this document also includes any director of an archdiocesan department or head school administrator. In addition, “location” includes any parish, church, school, agency or other archdiocesan location.

² As of September 1, 2012, Section III has been amended to include the policy for sale of parish real property; leasing of parish property; and construction projects and parish expenditures.

Overview: How to Use This Manual

Before a pastor/administrator of the Archdiocese enters into a contract, proposal, or agreement (generally referred to as “agreement”), he should follow the instructions in this manual for the specific type of agreement involved. The steps of the review process are outlined in each section.

The agreement should then be submitted to the designated department at the Archdiocese at least thirty days in advance of the date it is needed. The designated archdiocesan departments are listed within the three sections and on the Request for Contract Review Form (Attachment 1).

Once the pastor/administrator has completed the outlined steps in this manual and submitted the agreement to the designated department, the department receiving the agreement is responsible for initially reviewing the agreement. They are also responsible for obtaining any required approvals from the Finance Department, Office of the General Counsel, and Catholic Mutual. Once the agreement is approved, the pastor/administrator will be contacted.

Section II: Facilities Usage

Pastors should use the five criteria to determine if an event is “parish sponsored.”

Policy for Facilities Usage

The Archdiocese of Washington Self-Protected Property Casualty Program provides automatic coverage for archdiocesan or parish³ sponsored functions, activities and special events. Archdiocesan facilities may also be used for outside or private functions or events not sponsored by the Archdiocese, parish, school or agency. While this is permissible, the Archdiocese’s self-protected property-casualty program does not cover or protect the individual(s) or group hosting the event. Therefore, the outside group or individual must carry their own insurance to protect them and protect the parish and Archdiocese from the risk associated with outside functions or events.

Examples of these parish-sponsored events include parish dances, dinners, communion breakfasts and parish fundraisers. Generally, an event is considered to be sponsored by the parish if all of the following conditions are met:

- (1) the event is open to all members of the parish or only to members of the parish;
- (2) all monies or proceeds flow through parish accounts;
- (3) it is under the direct supervision of the pastor/administrator;
- (4) the purpose is to facilitate learning or religious worship, raise revenue for the parish or provide a social service on behalf of the parish; and
- (5) the leader of the event or group is a parish volunteer or employee.

If there is any question regarding whether a group is parish sponsored, please contact the Office of the General Counsel at (301) 853-4521.

- For any function (parish sponsored or not) where alcohol will be served, please consult the Archdiocese’s Policy on the Consumption, Distribution, and Sale of Alcoholic Beverages. Likewise, for any function that will generate income other than rental income for the parish, please consult the Archdiocese’s Fundraising Policy.

³ The term “parish” as used throughout this document refers to any parish, church, school, agency or other archdiocesan location.

Examples and explanations

“Open either to all members of the parish or only to members of the parish” means the following: all parishioners may attend, and non-parishioners may also attend (i.e., events open to the public); all parishioners may attend but no non-parishioners may attend; or only some portion of parishioners may attend. Events where non-parishioners may attend but any parishioner may not attend are not parish-sponsored.

So, for example, a wedding reception—even though the celebration of weddings is closely related to parish life—would not be parish-sponsored, because presumably some non-parishioners would attend but not all parishioners would be invited. A dinner held by the pastor to thank the parish volunteers who worked on a recent fundraiser, however, would be parish-sponsored even though only some parishioners are invited, because only parishioners and no non-parishioners would be there.

Regarding the fourth factor, the purpose of the event, please note that facility rentals do not qualify as having a purpose of raising revenue for the parish merely by virtue of the rental fee. Rather, the question is whether the activities at the event itself will raise revenue for the parish. So, for example, if a parishioner rents the parish hall for a party to commemorate a baptism or first communion, the purpose of the event would not be to raise revenue for the parish, even though the parish receives a rental fee.

Unaffiliated Service Organizations

In general, organizations such as the Knights of Columbus, the Order of Malta, Knights of St. John, the Legion of Mary, and St. Vincent de Paul Society provide valuable services within the Archdiocese, but are usually part of larger organizations that are not under the direct control of the parish or Archdiocese. Consequently, service organizations such as these are not covered by the Archdiocese for their activities.⁴ In addition, Alcoholics or Narcotics Anonymous are not typically parish sponsored; however, special provisions for their use of parish facilities can be made with archdiocesan approval through the Office of the General Counsel.

■ Unaffiliated Service Organizations must complete two forms (2a and 2b).

These types of unaffiliated service organizations may use parish facilities. However, because there is a special type of risk from service organizations that are part of larger outside organizations, the unaffiliated service group needs to execute the attached Unaffiliated Organization Agreement (Attachment 2a) and the Facility Usage Agreement (Attachment 2b) each time the group uses the parish facilities. In addition, the group should not use the parish name, i.e., “St. Paul’s Knights of Columbus.” Although it is permissible for a non-sponsored group to use or rent space, no official direction or supervision should be provided by the parish.

To find the forms, go to Attachment 2a and Attachment 2b.

To find out how to submit the forms: Go to the Procedures on page 13.

⁴ Individual members of any of these organizations may have liability protection through the archdiocesan self-protected property casualty program when acting strictly as parish volunteers for a parish function, event or activity at the direction or request of the pastor/administrator.

Boy Scouts and Girls Scouts

Although the Scouts frequently meet in or use parish facilities, both the Boy Scouts and Girl Scouts are outside organizations that are not covered under the archdiocesan self-protected property casualty program. Nationally, Catholic Mutual and the Boy Scouts of America have reached a satisfactory agreement regarding insurance, when the particular troop is sponsored by the parish. In those cases, the Boy Scouts Charter Agreement (Attachment 3) needs to be executed annually so the Boys Scouts of America will protect the parish in the event of damage to parish property or an accident that results from a Boy Scout activity or event.

There is not a similar arrangement with the Girl Scouts. Therefore, any Girl Scout troop, or any other Scout troop not chartered by the parish, wishing to utilize parish facilities must follow the standard procedures for facility usage by outside organizations working with minors (these are set forth below on page 8). The procedure includes executing the Facilities Usage Agreement Involving Minors (Attachment 2c) and providing proof of liability coverage as outlined in the agreement. The certificate of insurance must show that the parish has been named as “additional insured” under the Scouts’ liability coverage.

Both the Boy Scouts and Girl Scouts must execute the Unaffiliated Organization Agreement (Attachment 2a).



To find the forms for Boy Scouts, go to Attachment 2a and Attachment 3.

To find the forms for Girl Scouts, go to Attachment 2a and Attachment 2c.

To find out how to submit the forms: Go to the Procedures on page 13.

Use of Facilities for Events Not Sponsored by the Parish

Individuals and outside groups are permitted to use parish facilities. Outside or “non-parish-sponsored” events include, but are not limited to, private functions or events hosted by organizations that are not part of the Archdiocese. Some examples of private functions are wedding receptions, anniversary parties, birthday parties, Quinceañeras, bridal showers and baby showers. Examples of outside organizations include businesses, neighborhood athletic organizations, public schools and civic organizations.

What kind of non-parish-sponsored events are acceptable?

Tax and zoning laws can be more restrictive, and/or applied more stringently, to situations where parish property is used for a non-parish-sponsored activity. Therefore, parishes must be mindful of the need to maintain a connection between the activities held on parish property, the Church’s mission, and its status as a non-profit, private organization.

When determining whether to allow a particular event, follow this process:

- 1) Is the non-parish-sponsored event consistent with the teachings and mission of the Church?

If “yes,” go to question #2 below. If “no,” the event is prohibited.

- 2) Is the substance of the non-parish-sponsored event religious, educational, or charitable in nature?

If “no,” go to question #3 below. If “yes,” skip to question #4.

- 3) Is the renting party a parishioner or a parish group?

If “yes,” go to question #4 below. If “no,” the event is prohibited.

- 4) Will the non-parish-sponsored event generate income or raise funds for any other person or group than the parish?

If “yes,” please contact the Office of the General Counsel for further guidance. If “no,” the event is permissible.

It is incumbent on the pastor to be fully informed of the substance of all proposed events and to exercise stringent discretion in determining what events would be inappropriate for the Church to host. Pastors should consider whether the nature of an event—especially events where alcohol will be served—could result in behavior inconsistent with Church teachings, or with standards of conduct expected on Church property.

Additionally, for all non-parish-sponsored events:

- a) Public promotional announcements or materials are absolutely prohibited.
- b) The pastor or a designated administrator must be physically present to supervise the event.
- c) No parish employee or volunteer may receive any sort of commission for arranging a non-parish-sponsored event.

Examples and explanations

Whether or not an event is religious, educational, or charitable in nature depends on the substance of the event, not on what its proceeds—or in this case, its rental fee—will be used for, and not on whether the event is hosted by a religious, educational, or charitable organization. So, for example, a concert of sacred hymns hosted by a non-denominational choir would be considered religious in nature, but a bridge game hosted by a prayer group would not be considered religious in nature.

Sometimes other Catholic organizations or other organizations in our community may seek to use parish facilities for religious or educational activities, such as, for example, overflow parking for a religious service or space for after-school programs. These arrangements may be acceptable as long as they would not be offensive to our beliefs and they meet the other requirements of this policy.

Regarding the third question in the decision tree above, this policy establishes the rule that non-parishioners and non-parish groups may only use parish property for events that are religious, educational, or charitable in nature. One result of our status as a tax-exempt organization is that we may not legally rent our property to the public for general use. This rule reflects that prohibition. So, for example, the local Rotary Club may not rent the parish hall for its annual dance; a non-parish, local family may not rent the parish hall for their daughter's sixteenth birthday party (however, a parish family may); and so on.

Similarly, parish facilities may not be rented for for-profit activities. For example, a parishioner may not rent a parish's soccer field to run a soccer camp for his personal profit, even if all the camp participants are parishioners; a promoting agent may not rent a parish hall for a band's album release party or concert. Note that the prohibition on for-profit events does not mean that the host of an event may not pay a caterer to serve food at the event, or a band to play at the event, etc. It is typically acceptable for for-profit service providers to assist with non-parish-sponsored events.

As a general rule, it is legally inadvisable to allow our property to be used to raise funds for other charities. However, in some limited circumstances where the cause is particularly important to the mission of the archdiocese, an exception may be made to allow an outside individual or group to use parish facilities for a fundraising activity. Please contact the Office of the General Counsel for guidance on such a proposal.

Required Insurance

Archdiocesan policy requires that whenever a parish or archdiocesan facility is used on a short-term basis by an outside group or individual, the facility user must carry public or general liability insurance coverage of at least \$1,000,000 per occurrence and name the parish as “additional insured.” (Long-term leases may require higher limits of liability coverage). The facility user’s coverage must include liquor liability coverage if alcohol is served, sold, or consumed and if food is served, sold, or consumed, must include food products liability coverage. Outside facility usage or leases that involve minors, such as educational programs, camps or sports programs, requires special attention because of child protection issues. Please contact the Office of the General Counsel regarding such usage and see the procedures at page 11 below.



Whenever parish facilities are used by an outside group or individual, it is necessary to have written agreements outlining the terms of the facility usage and the necessary insurance requirements. The attached Facility Usage Agreement (Attachment 2a) and Addendum to Lease (Attachment 5a) address the insurance and indemnification requirements, and must be incorporated into or attached to a basic lease or agreement. Generally, the Facility Usage Agreement is used for short-term use of facilities while the Addendum to Lease is used with long-term agreements, as set forth below.

Short Term Use

One Option is \$125 Special Events Coverage The Special Events program makes inexpensive coverage available for one-day or short-term parties or other types of special events. Special Events Coverage meets archdiocesan requirements for these types of events and eliminates the facility user's having to provide his own insurance. If eligible, the person or group using the facilities can purchase Special Events Coverage for \$125 per day. Special Events Coverage extends liability coverage to approved users of parish facilities and includes coverage for food and host liquor liability. An Application for Special Events Coverage is attached (Attachment 4). All facility users, even if they apply for Special Events Coverage, must still sign a Facility Usage Agreement (Attachment 2b for events without food and liquor, and Attachment 2d for events with food and liquor).

The party applying for coverage should complete and sign the application and return it to Catholic Mutual with a \$125 check payable to the **Archdiocese of Washington**. Catholic Mutual will submit the completed application for approval. To ensure that there is sufficient time, the application and check should be received by Catholic Mutual at least 15 days before the event. Catholic Mutual will notify you and the facility user if coverage is approved or not, and will assist with the next steps.

For Organizations That Carry Their Own Insurance Organizations that regularly use parish facilities and carry the required insurance may be able to rely on their own coverage to meet archdiocesan requirements. Coverage must be at least \$1,000,000 per occurrence, public or general liability insurance and include \$1,000,000 liquor liability coverage if alcohol is served, and \$1,000,000 food products coverage if food is served. A Facility Usage Agreement outlining the terms of the facility usage and these insurance requirements must be completed (Attachment 2b for events without food and liquor, and Attachment 2d for events with food and liquor). In addition, the facility user must provide a certificate of insurance showing the required limits of coverage prior to signing the contract or agreement. The certificate must show that the parish has been added as "additional insured," not just "certificate holder," on the facility user's insurance.



To find the forms, go to Attachment 2b or Attachment 2d (food & liquor).

To find the application for Special Events Coverage, go to Attachment 4.

Short Term Use for Programs Involving Minors

There are special requirements for facility usage for programs involving minors. In addition to the general insurance requirements, all facility users who have programs that involve minors (such as religious education, CCD, afterschool or sports programs) or have access to schools or other facilities with children must also carry a minimum of one million dollars (\$1,000,000) abuse and molestation liability coverage for claims arising out of alleged or actual child abuse or molestation. Special Events Coverage is not an acceptable substitute for this coverage.

The facility user must provide a certificate of insurance showing that the parish has been added as “additional insured” under all liability coverage. In addition, the facility user must complete thorough screening and criminal background checks of all its employees, agents, volunteers and contractors. The written agreement for facility usage must specify that these requirements have been met.

The attached Facility Usage Agreement Involving Minors (Attachment 2c) must be completed by an official agent of the facility user. This agreement should be presented to the facility user at the beginning of negotiations, so they are aware of archdiocesan requirements.



To find the forms for a Short Term Use Involving Minors, go to Attachment 2c.

Prohibited Uses of Archdiocesan Facilities

☞ There are some uses of parish, school and archdiocesan facilities that are completely prohibited by the Archdiocese. These include:

- Events or organizations whose purposes are not in keeping with the teachings of the Catholic Church
- Events where a fee or admission is charged, unless all proceeds go to the parish or a not-for-profit organized for purposes consistent with the Church's mission and teachings
- Events organized or operated by professional promoters/performers
- Events held by third-party promoters, intending to make a profit from the event and sell tickets to the general community or public
- BYOB (Bring your own bottle) events
- Events or activities with carnival equipment or Inflatable Amusement Devices (moon bounces), unless rental company provides acceptable insurance specifically approved by Catholic Mutual
- Activities involving trampolines & rebounding devices
- Any event involving fireworks
- Events or activities involving recreational vehicles
- Political rallies

In addition to the above, parish or archdiocesan facilities may not be used by outside groups or individuals for the following:

- Amusement rides, including mechanically operated devices & rebounding devices
- Events with attendance of more than 1,000 persons
- Pool or lake activities
- Carnivals
- Events exceeding 72 hours in duration
- Events or activities with Inflatable Amusement Devices (moon bounces)

Contract Review Procedure for Facilities Usage Agreements



When a pastor/administrator enters an agreement with anyone for facilities usage, regardless of the value of the agreement, he should follow the procedure listed here.

Please note - The dates of facility usage or term of the lease do not usually coordinate with the dates of the renter's or lessee's insurance coverage. Therefore, the parish must obtain renewal certificates of insurance if the renter's or lessee's insurance coverage expires while the lease or usage agreement is still in effect.

Review Procedure for Short-term Use Agreements

1. The pastor/administrator should complete the Request for Contract Review Form (Attachment 1). Please check the box "Miscellaneous" to indicate type of contract.
2. The pastor/administrator should then submit the proposed agreement to Catholic Mutual with the Request for Contract Review Form and any required attachments.
3. Catholic Mutual will work with the pastor/administrator to ensure that all insurance requirements and attachments are obtained from the prospective facility user.
4. Catholic Mutual will review the contract, and contact the Office of the General Counsel as necessary to obtain any required archdiocesan approval. Catholic Mutual will then contact the pastor/administrator when the review is complete and return the approved agreement.
5. The pastor/administrator should then return the agreement and all attachments to the facility user for signature.
6. A final version of the agreement signed by both parties, and all attachments, should be sent via email or mail to Catholic Mutual and the Office of the General Counsel.

Section III: Parish Transactions Requiring Canonical Permission

The Contract Review Policies and Procedures for parish transactions involving the sale of parish real property, the leasing of parish property, or significant parish expenditures (such as construction projects) is slightly different from the other sections of this manual. Proposals for such transactions must receive preliminary canonical permission before they reach legal review. The parameters for parish transactions requiring canonical permission are set forth immediately below. The contract review process (legal review) to be followed only after canonical permission is granted is described after the canon law requirements.

Section III is structured as follows:

- 1) Policy for Sale of Parish Real Property
 - a. Review Procedure for Sale of Parish Real Property
- 2) Policy for Leasing Parish Property
 - a. Review Procedure for Leasing Parish Property
- 3) Policy for Construction Projects and Significant Parish Expenditures
 - a. Review Procedure for Construction Projects and Significant Parish Expenditures

Policy for Sale or Alienation of Parish Real Property

The Contract Review Policies and Procedures for sale of real property (e.g., buildings and land) is based on Canon 1292, §1 and the USCCB promulgation of complimentary norms. These policies are established based on the market value of the property to be alienated. To request canonical permission to sell or alienate parish property, Form A must be submitted before the contract review process begins.

To request any of the approvals listed below, please submit Form A and its accompanying materials to the Moderator of the Curia.

Approval Required for Sale or Alienation of Parish Real Property

Minimum* Market Value	Maximum* Market Value	Approval Required	Basis
\$0	\$25,000 or 10% of the prior year's ordinary annual income, whichever is higher.	<ul style="list-style-type: none"> Pastor 	USCCB, Archdiocesan Policy
Over \$25,000 or 10% of the prior year's ordinary annual income, whichever is higher.	\$3,500,000	<ul style="list-style-type: none"> Pastor (with the advice of parish finance council) College of Consultors Archdiocesan Finance Council Archbishop 	USCCB, Code of Canon Law
Over \$3,500,000		<ul style="list-style-type: none"> Pastor (with the advice of parish finance council) College of Consultors Archdiocesan Finance Council Archbishop The Holy See 	

*Minimums and Maximums are always subject to change by the USCCB with the approval of the Holy See.

Additional Archdiocesan Policy for the Purchase or Sale of Real Property

To purchase property, a parish must have 75% of the total cost of the project in hand. In special cases, pledges (in writing) may be considered. The parish must also be able to show that it can repay a loan in an acceptable time frame without jeopardizing the financial stability of the parish. To buy or sell property, the parish must obtain an unbiased professional appraisal. The approval of a loan will be at the discretion of the Archbishop after hearing the College of Consultors.



Review Procedure for Sale or Alienation of Parish Real Property

1. In addition to applying for canonical permission to enter real estate transactions, to ensure that all agreements of sale follow archdiocesan legal guidelines, the pastor/administrator should first contact the Director of Facilities. The Director of Facilities will assist with identifying an appraiser, reviewing any proposals or offers, and preparing the proper documents for the real estate transaction. Once the final documentation is developed, it must then be submitted for approval before it is signed, as set forth below.
2. After having obtained the canonical permission required to move forward with the proposed lease (through submitting Form A) and working with the Director of Facilities to develop the proper terms of the agreement, the pastor/administrator should complete the Request for Contract Review Form (Attachment 1) and attach it to all documents requiring signature.
3. The pastor/administrator should submit the documents to the Director of Facilities with the completed Request for Contract Review Form (Attachment 1). Please check the box “Real Estate or Long-term Lease” to indicate type of contract.
4. The Director of Facilities will review the documents for the real estate transaction, and confirm that approval has been received from the Finance Office and the College of Consultors (if necessary) prior to submitting the documentation to the Office of the General Counsel for final legal review.
5. When legal review is complete, the Chief Financial Officer should deliver the documents to the Moderator of the Curia for signature.
6. A final version of the agreement signed by both parties, and all addendums, should be sent via email or mail to the Office of the General Counsel.

Policy for Leases

The Contract Review Policies and Procedures for leasing property are based on Canon 1297 and the USCCB promulgation of complimentary norms. These policies are established based on the market value of the property to be leased or the duration of the lease. For purposes of applying for canonical permission to lease church property, Form A must be submitted before the legal review process begins.

To request any of the approvals listed above, please submit Form A and its accompanying materials to the Moderator of the Curia.

Approval Required for Leasing Parish Property

Market Value of the Property Being Leased	Length of the Term of the Lease	Approval Required	Basis
Any dollar value	Greater than 1 year	<ul style="list-style-type: none"> Pastor (with the advice of finance council) Archbishop (who may wish to seek advice from the College of Consultors) 	USCCB and Archdiocesan Policy
Less than or equal to \$100,000	Less than or equal to 1 year	<ul style="list-style-type: none"> Pastor (with the advice of finance council) 	Archdiocesan Policy, USCCB
Exceeds \$100,000	Any length	<ul style="list-style-type: none"> Pastor (with the advice of finance council) Archbishop (who may wish to seek advice from the College of Consultors) 	USCCB and Archdiocesan Policy
Exceeds \$5,000,000	Any length	<ul style="list-style-type: none"> Pastor (with the advice of finance council) College of Consultors Archdiocesan Finance Council Archbishop The Holy See 	



Review Procedure for Leasing Parish Property

1. When the canonical approval of the College of Consultors is required, the pastor/administrator, in cooperation with the Director of Facilities, should complete and submit Form A to the College of Consultors.
2. Once the proposed lease receives the required canonical approval from the College of Consultors (if applicable), the pastor/administrator should work with the Director of Facilities to compile the basic terms of the proposed lease. The Director of Facilities will contact the Office of the General Counsel as necessary during this process.

Leases Involving Potential Contact with Minors. There are special requirements for leases involving potential contact with minors. In addition to the general insurance requirements, all tenants who have programs that involve minors or have access to schools or other facilities with children (such as religious education, afterschool or sports programs), are required to maintain one million dollars (\$1,000,000) abuse and molestation coverage for claims arising out of alleged or actual child abuse or molestation. The parish must be named as “additional insured” on tenant’s liability coverage. The tenant must provide a certificate of insurance verifying that this has been done prior to signing the lease or agreement. In addition, the tenant must complete thorough screenings and criminal background checks of its employees, agents, volunteers and contractors. The lease language must specify that these requirements have been met. The Addendum to Lease Involving Potential Contact with Minors is attached (Attachment 5b) and outlines the language and all insurance requirements. It should be presented to the Tenant at the beginning of contract negotiations, so that they are aware of our requirements.

The activities of any outside individual or group using or leasing parish facilities must be compatible with the teachings of the Catholic Church. “Restricted use” language must be contained within the lease, and will be provided by the Director of Facilities.

3. The Director of Facilities will work with the pastor/administrator to obtain approval for the lease from the Finance Department.
4. Using the information provided by the pastor/administrator and the Director of Facilities, the Office of the General Counsel will draft a lease to present to the leasing party.
5. The Director of Facilities will work with the pastor/administrator to ensure that all insurance requirements and other necessary documentation are obtained from the leasing party.

6. Once the leasing party has signed the lease and provided all required documentation, the Director of Facilities should submit the lease to the Chief Financial Officer to review and forward, if approved, to the Moderator of the Curia for his review and signature.
7. A final version of the agreement signed by both parties, and all addendums, should be sent via email or mail to the Office of the General Counsel.

Policy for Construction Projects and Significant Parish Expenditures

If the funding of a construction project or significant parish expenditure can worsen the patrimonial condition of the parish, or is determined to be extraordinary administration, certain canonical permissions are required. This could include, depending on the terms of the project, the consent of the College of Consultors and/or the Archdiocesan Finance Council, and the Holy See. The same is the case if the parish expenditure or construction project requires the initiation of certain programs of financing, such as the issuance of bonds, mortgages or assuming bank debt in excess of a certain amount. Therefore, for purposes of applying for canonical permission for significant parish expenditures or construction projects, Form B must be submitted before the contract review process begins.

To request any of the approvals listed above, please submit Form B and its accompanying materials to the Moderator of the Curia.

Approval Required for Construction Projects and Significant Parish Expenditures

Minimum* Cost of Project	Maximum* Cost of Project	Approval Required	Basis
\$0	\$25,000	<ul style="list-style-type: none"> Pastor 	Archdiocesan Policy, and, when applicable, USCCB and Code of Canon Law
\$25,000	\$100,000	<ul style="list-style-type: none"> Pastor Parish Finance Council Archbishop/Moderator of the Curia 	
\$100,000	\$3,500,000	<ul style="list-style-type: none"> Pastor Parish Finance Council Archbishop/Moderator of the Curia (after hearing the College of Consultors) 	
\$3,500,000		<ul style="list-style-type: none"> Pastor Parish Finance Council Archbishop/Moderator of the Curia (after hearing the College of Consultors and the Archdiocesan Finance Council) 	

*Minimums and Maximums are always subject to change by the USCCB with the approval of the Holy See.



Review Procedures for Construction Projects and Significant Parish Expenditures

Projects valued below \$25,000

Although the pastor has the canonical authority to sign construction/significant expenditure contracts for projects less than \$25,000 (with the exception of environmental and liturgical projects), archdiocesan policy requires that such contracts be submitted for archdiocesan legal review prior to signing.

The attached Archdiocesan Proposal Addendum (Attachment 6) must be utilized. It can be used in place of the contractor's standard agreement, or it can be attached to a contractor's proposal once all references to insurance requirements and hold harmless language are removed from the proposal.

Required Insurance

The Archdiocesan Proposal Addendum outlines the insurance required from the contractor and requires the contractor to indemnify the parish and name the parish as additional insured. For contracts for projects less than \$25,000, all contractors must maintain one million dollars (\$1,000,000) per occurrence general liability insurance, statutory workmen's compensation coverage, and one million dollars (\$1,000,000) combined single limit auto liability coverage covering owned and non-owned autos used in connection with the contractor's operations. The Archdiocesan Proposal Addendum (Attachment 6) may be submitted with the contractor's scope of work to the Facilities Management Office for review.

Review Procedure for Projects under \$25,000

1. The pastor must utilize the standard Archdiocesan Proposal Addendum (Attachment 6) for agreements valued at less than \$25,000.
2. The Archdiocesan Proposal Addendum, certificate of insurance from the contractor, and any applicable drawings or scopes should be submitted to the Facilities Management Office for archdiocesan review, utilizing the Request for Contract Review Form (Attachment 1). Please check the box "Construction" to indicate type of contract.
3. The Director of Facilities Management will initially review the contract and submit the proposal to the Office of the General Counsel for final review.
4. The Director of Facilities Management will return the proposal to the pastor for signature.
5. A final version of the agreement signed by both parties, and all addendums, should be sent via email or mail to the Office of the General Counsel.

Projects valued between \$25,000 and \$100,000

Contracts valued above \$25,000 must be submitted for archdiocesan legal review and signed by the Moderator of the Curia, as set forth below.

It is recommended and a good business practice to obtain at least two written competitive proposals from pre-qualified, insured contractors. The Facilities Management Office can also review pricing for fairness.

The Archdiocesan Proposal Addendum can be used in place of the contractor's standard agreement, or it can be attached to a contractor's proposal.

Required Insurance

The Archdiocesan Proposal Addendum outlines the insurance required from the contractor and requires the contractor to indemnify the parish and name the parish as "additional insured." For projects valued between \$25,000 and \$100,000, all contractors must maintain one million dollars (\$1,000,000) per occurrence general liability insurance, statutory workmen's compensation coverage, and one million dollars (\$1,000,000) combined single limit auto liability coverage for owned or non-owned autos used in connection with the contractor's operations. The Archdiocesan Proposal Addendum and the contractor's proposed scope of work must be submitted to the Facilities Management Office for review before they are signed.



To find the forms for a construction project or significant parish expenditure over \$25,000, please use Attachment 6 and Archdiocese of Washington Form B.

Review Procedure for Projects between \$25,000 and \$100,000

1. The pastor and parish finance council should prepare Archdiocese of Washington Form B and submit it with the Archdiocesan Proposal Addendum, along with the contractor's proposed scope, to the Facilities Management Office, utilizing the Request for Contract Review Form (Attachment 1). Please check the box "Construction" to indicate type of contract.
2. The Director of Facilities Management will initially review the contract and obtain approval from the Finance Department prior to submitting the proposal to the Office of the General Counsel for final review.
3. The Director Facilities Management will return the proposal to the Moderator of the Curia for signature.
4. A final version of the agreement signed by both parties, and all addendums, should be sent via email or mail to the Office of the General Counsel.

Projects valued over \$100,000

Contracts valued over \$100,000 must be submitted for archdiocesan legal review and signed by the Moderator of the Curia.

Once the project is approved by the Consultors, the architect or engineer will prepare and issue the request for bids. A minimum of three bids should be obtained from the firms listed on the Archdiocese's Approved List of Contractors (available from the Facilities Management Office). The proposals or bids will be publicly opened in the presence of the contractors invited to bid on the project, the pastor, parish representative(s), the architect and the Director of Facilities Management. The contractor with the lowest base bid will be awarded the project. When practical, the bid opening will be held at the parish.

For projects with estimated budgets in excess of \$1,000,000 it is required that the general contractor use at least 50% union subcontractors. This is to ensure that workers on our larger projects have fair wages and medical insurance, as well as other benefits. All general contractors on all projects should use subcontractors that provide workers with prevailing wages and medical insurance. In the bidding process, all parties need to be treated in a fair manner.

The general contractor will provide the builders' risk insurance and, for all projects of \$1 million or greater, unless granted a special exception from the Office of the Moderator of the Curia, must post a payment and performance bond for the project in a form and amount acceptable to the owner. The contractor will be asked to provide and sign a standard AIA contract, A-101 and A-201 2007 version with a standard archdiocesan rider. The rider will be provided by the Director of Facilities Management.

Ongoing Major Projects: After a major project commences, if there is a change in the project scope or the cost estimated is in excess of the amount of the contingency in the parish's original proposal, the pastor must obtain written approval from the Archbishop through the Consultors for the change prior to proceeding. The Moderator of the Curia must sign all formal change orders during construction. A parish must complete all previously approved major projects before starting a new project. This includes resolving any disputes or unpaid claims against the parish.

Required Insurance

For projects valued over \$100,000, all contractors must maintain a minimum of two million dollars (\$2,000,000) per occurrence general liability insurance, statutory workmen's compensation coverage, and one million dollars (\$1,000,000) combined single limit auto liability coverage for owned and non-owned autos used in connection with the contractor's operations. The parish must be named as "additional insured" under the contractor's liability coverage.

GUIDELINES FOR FINANCING MAJOR PROJECTS:

- a) Capital campaigns must be approved by the Archbishop through the College of Consultors (using Archdiocese of Washington Form C);
- b) The Finance Office and the College of Consultors must approve all loans before contracts are signed;
- c) The parish must have 75% of the total cost of the project in the bank or investments and be able to show that it can repay a loan in an acceptable time frame without jeopardizing the parish's financial stability. These costs include: all costs needed to design, construct and occupy the building, including, but not limited to, architect's fees, permits/bond costs, contingency (no less than 5% but some projects may need 10% of construction cost), and contractor's cost and furnishings.

GUIDELINES FROM FACILITIES MANAGEMENT:

- a) The Director of Facilities Management and the College of Consultors will review all projects to ensure practicality, longevity and maintenance ability. If required, they will also set a time for the parish to make a presentation to the Sacred Arts Commission. Normally, the pastor will attend the meeting with the Sacred Arts Commission with the architect and one lay advisor (if desired). Please refer to Built of Living Stones - A Guideline of USCCB and archdiocesan norms for liturgical guidance when designing or remodeling a sanctuary.
- b) The Facility Management Office will review a project in three steps: (1) schematic design which includes a feasibility study, site plan, budget and floor plan with elevations of the building; (2) design development drawings, which include preliminary structural and mechanical drawings and 50% of the detail; (3) construction documents; drawings ready for permit.
- c) The pastor and/or the architect should provide the Facilities Management Office with the drawings in digital format at least two weeks prior to each meeting so they can be distributed to the members of the College of Consultors in preparation for the meeting.
- d) The pastor should contact the Director of Facilities Management for assistance with the following: selection of an architect/engineer; methods and materials of construction; desirability of preliminary and/or periodic presentation to the architectural review and/or Sacred Arts Commission; scope of work, bid packages and specifications; list of qualified bidders; procedures for bid receipt, evaluation, review and award; administration of contract documents.

Contracts Involving Architects and Construction Consultants

If the services of an architect or a construction consultant are utilized, even for small projects, the contract must be signed by the Moderator of the Curia.

The architectural firm will be asked to provide and to sign Form AIA B-141 2007 version, with the standard archdiocesan rider and carry a minimum of two million dollars (\$2,000,000) professional liability coverage. Please follow the contract review procedure set forth on page 22 below.

All Environmental Projects

The pastor must contact the Facilities Management Office concerning all work associated with asbestos, lead paint and underground oil tanks, regardless of the amount or value of the project.

Projects Involving Liturgical Changes



All liturgical changes in the sanctuary of the church must be reviewed by the Sacred Arts Commission and approved by the College of Consultors and/or the Moderator of the Curia. These changes include, but are not limited to: moving or adding a tabernacle, altar, or baptismal font or any major change to the inside of the church, including major works of art.

Review Procedure for Projects Estimated in Excess of \$100,000

1. The proposed concept for construction, maintenance or renovation in excess of \$100,000 must be submitted and reviewed by the College of Consultors. The application must include Form B, Form C (if a capital campaign is required) and a letter to the Moderator of the Curia, requesting the approval of the Consultors. Supporting documents such as drawings, estimates and scope of work should also be included (electronic submission preferred for distribution to the College of Consultors).
2. Once the project is approved by the Consultors, and the general contractor is chosen, the general contractor must provide the builders' risk insurance and post a labor/performance bond for the project. The contractor will be required to sign a standard AIA contract, A-101 and A-201 2007 version with a standard archdiocesan rider. This AIA contract and its rider must be submitted to the Director of Facilities Management.
3. The Director of Facilities Management will initially review the contract and its attachments, and obtain approval from the Finance Department and the Consultors prior to submitting the proposal to the Office of the General Counsel for final legal review.
4. The Director of Facilities Management will return the proposal to the Moderator of the Curia for signature.
5. A final version of the agreement signed by both parties, and all addendums, should be sent via email or mail to the Office of the General Counsel.

Section IV: Vendors and Services

Policy for Vendor and Service Agreements

All vendor, service and maintenance agreements should be in writing and must be reviewed at the archdiocesan level. Service contracts are those agreements that a parish or department enters into with independent vendors, such as nurses, counselors, tutors, janitors, caterers, and maintenance companies.

Required Insurance

All service providers, vendors or small contractors must maintain general liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence, auto liability coverage of not less than one million dollars (\$1,000,000) per occurrence covering any owned or non-owned vehicles, as applicable and statutory workmen's compensation coverage. In some cases, the requirement may also include one million dollars (\$1,000,000) professional liability coverage. All of these requirements, excluding the professional liability requirements, are provided for in the standard Addendum to Service Contract (Attachment 7a). Professional liability insurance requirements are handled on a case-by-case basis. The insurance and indemnification obligations of individual vendors or performers at festivals or concerts may also be determined on a case-by-case basis.

Service Agreements Involving Contact with Minors

There are special requirements for service agreements that may involve potential contact with minors.

In addition to the general insurance requirements, all vendors who have programs that involve minors or have access to schools or other facilities with children (such as religious education, CCD, afterschool or sports programs) must maintain one million dollars (\$1,000,000) **abuse and molestation coverage** for claims arising out of alleged or actual child abuse or molestation, and to name the parish as “additional insured.” The vendor must provide a certificate of insurance verifying that this has been done prior to signing the agreement.

In addition, the vendor must complete thorough screenings and criminal background checks of its employees, agents, volunteers and contractors. The agreement’s language must specify that these requirements have been met.

All of these requirements are provided for in the Addendum to Service Contract For Services Involving Potential Contact with Minors, attached to this policy (Attachment 7b). The Addendum should be presented to the vendor at the beginning of contract negotiations, so that they are aware of our requirements. Contracts with professional liability requirements are handled on a case-by-case basis.

Agreements for Routine or Frequent Services or Maintenance

Parishes often contract with maintenance companies or other service providers who perform work for the parish on a regular or frequent basis. The most convenient arrangement in these instances is to use a retainer agreement, in which one contract, signed at the outset, governs all services performed afterward for a given or indefinite period of time. This alleviates administrative burdens and reduces time spent by the parish on the contract review process.

The Retainer and Indemnity Agreement (Attachment 8) provides the Archdiocese's basic insurance and indemnification requirements, in a format compatible with a retainer agreement. Parishes that wish a particular contract to be structured as a retainer agreement should say so on the Request for Contract Review Sheet (Attachment 1).

Review Procedure for Vendor and Service Agreements



1. The pastor/administrator should complete the Request for Contract Review Sheet (Attachment 1) and attach it to the proposed service agreement.
2. The pastor/administrator should submit the proposed agreement to the Office of the General Counsel with the Request for Contract Review Sheet. Please check the box “Vendors and Services” to indicate type of contract.
3. The pastor/administrator should work with the Office of the General Counsel to ensure that all insurance requirements and addendums are obtained from the vendor.
4. Once the Office of the General Counsel completes the final review, the agreement will be returned to the pastor/administrator to deliver to the vendor for signature.
5. A final version of the agreement, signed by both parties, with all addendums, must be sent via email or mail to the Office of the General Counsel.
6. Please note – for long-term contracts, the dates of the contract’s term do not usually coordinate with the dates of the contractor or service provider’s insurance coverage. Therefore, the parish must obtain renewal certificates of insurance if the contractor or service provider’s insurance coverage expires while the agreement is still in effect.

Request for Contract Review

Instructions: Fill in White Fields Only.

From:		Date:	
Parish / Department:		Phone Number:	
Address:		Email Address:	
STEP ONE: Read the Contract			
<p>Make sure you have read the contract and generally understand and agree with its terms before submitting it for approval.</p> <p><input type="checkbox"/> Yes, I have read the contract and recommend it for approval.</p>			
STEP TWO: Provide Information (a brief explanation of the purpose of the contract)			
<u>Total Value of Contract</u>	<u>Duration of Contract</u>	<u>Anticipated Start Date</u>	
STEP THREE: Authorize this contract for review			
Signature of Pastor or Department Head:		Date:	
STEP FOUR: Identify the type of Contract (please check one and submit this form to designated individual)			
Construction (buildings, renovations, roofing, etc.)	<input type="checkbox"/>	Send this form and its attachments to Richard deStwolinski: destwolr@adw.org ; or fax (301) 946-3705	
Real Estate or Long-term Lease (selling or leasing property)	<input type="checkbox"/>	Send this form and its attachments to Richard deStwolinski: destwolr@adw.org ; or fax (301) 946-3705	
Vendor or Services (janitors, caterers, etc.)	<input type="checkbox"/>	Send this form and its attachments to Cynthia DeSimone: legaladmin@adw.org ; or fax (301) 853-7662	
Miscellaneous (short-term facilities usage, parties, retreats & special events).	<input type="checkbox"/>	Send this form and its attachments to Emily Colangelo: ecolangelo@catholicmutual.org ; or fax (703) 841-1217	

* Please note: contracts will be reviewed in the order received*

UNAFFILIATED ORGANIZATION AGREEMENT

PARISH: _____

PARISH is understood to include the Archdiocese of Washington

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 ARCHDIOCESE or any PARISH, is not affiliated or sponsored by the ARCHDIOCESE or any PARISH and is not an agent of the ARCHDIOCESE or any PARISH. The ORGANIZATION does not speak for or represent the ARCHDIOCESE or any PARISH.
2. The ARCHDIOCESE, 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 ARCHDIOCESE, any PARISH, or any employee or agent thereof and neither the ARCHDIOCESE nor any PARISH receives 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 ARCHDIOCESE 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 ARCHDIOCESE, the PARISH, and Catholic Mutual.
6. The ORGANIZATION, but not its individual members, agrees to fully protect, defend, and indemnify the ARCHDIOCESE, 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 ARCHDIOCESE, nor 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 ARCHDIOCESE, or Catholic Mutual.
8. This Agreement confers no right to use PARISH or ARCHDIOCESE property. Permission to use PARISH or ARCHDIOCESE 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.

[Remainder of page intentionally left blank]

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: _____

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Archdiocese of Washington

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

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 above identified FACILITY USAGE at the 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. When applicable, FACILITY USER also agrees to maintain statutory workmens' compensation coverage to cover all employees and will provide a certificate of insurance to the PARISH. FACILITY USER also agrees to have the PARISH as an "Additional Insured" on its general liability policy for the DATES 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 and only 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 above 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. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

FACILITY USER agrees that it will not engage in or advocate or allow others present at the function to engage in or advocate behavior objectionable to the Catholic Church, including but not limited to drunken, lewd, profane, or obscene behavior. If PARISH personnel observe such behavior, PARISH may, in its sole discretion, terminate the function immediately without

incurring any obligation to refund any fees or security deposits paid to the PARISH by FACILITY USER.

PARISH is excused without liability from performing this Agreement if, in its sole discretion, the PARISH's facilities must be closed on the date or dates of facility usage due to inclement weather, riot, strike, fire, flood, act of terrorism, or any other circumstance over which the PARISH cannot reasonably be expected to exercise control. If PARISH's facilities must be closed on the date or dates of facility usage, the PARISH will make the applicable facility available to FACILITY USER at a later date or dates of PARISH's choosing at no extra cost to FACILITY USER if FACILITY USER so desires. PARISH expressly reserves the right to cancel the event, at no liability to the parish and with no obligation to reschedule the event or return any applicable deposit, if FACILITY USER fails to fulfill FACILITY USER's obligations to carry insurance as provided above.

FACILITY USER:

PARISH:

(Must be an official agent of FACILITY USER)

(PARISH is understood to include the
Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

FACILITY USAGE/INDEMNITY AGREEMENT

(For Facility Usage Involving Minors)

PARISH: _____

PARISH is understood to include the Archdiocese of Washington

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

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, employees, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the 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, that includes a minimum of one million dollars (\$1,000,000) abuse and molestation liability coverage. When applicable, FACILITY USER is responsible for screening and completing criminal background checks of its employees, agents, volunteers and contractors. FACILITY USER agrees to maintain statutory workmens' compensation coverage to cover all employees and will provide a certificate of insurance to the PARISH. FACILITY USER also agrees to have the PARISH as an "Additional Insured" on its liability policies for the DATES 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 and only 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 above 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. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

FACILITY USER agrees that it will not engage in or advocate or allow others present at the function to engage in or advocate behavior objectionable to the Catholic Church, including but not limited to drunken, lewd, profane, or obscene behavior. If PARISH personnel observe such behavior, PARISH may, in its sole discretion, terminate the function immediately without incurring any obligation to refund any fees or security deposits paid to the PARISH by FACILITY USER.

PARISH is excused without liability from performing this Agreement if, in its sole discretion, the PARISH's facilities must be closed on the date or dates of facility usage due to inclement weather, riot, strike, fire, flood, act of terrorism, or any other circumstance over which the PARISH cannot reasonably be expected to exercise control. If PARISH's facilities must be closed on the date or dates of facility usage, the PARISH will make the applicable facility available to FACILITY USER at a later date or dates of PARISH's choosing at no extra cost to FACILITY USER if FACILITY USER so desires. PARISH expressly reserves the right to cancel the event, at no liability to the parish and with no obligation to reschedule the event or return any applicable deposit, if FACILITY USER fails to fulfill FACILITY USER's obligations to carry insurance as provided above.

FACILITY USER:

PARISH:

(Must be an official agent of FACILITY USER)

(PARISH is understood to include the
Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

FACILITY USAGE/INDEMNITY AGREEMENT

(including food and liquor)

PARISH: _____

PARISH is understood to include the Archdiocese of Washington

FACILITY USER: _____

DATES OF FACILITY USAGE: _____

TYPE OF FACILITY USAGE: _____

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, employees, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the 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, including food products and liquor liability coverage, if applicable. When applicable, FACILITY USER agrees to maintain statutory workmens' compensation coverage to cover all employees and will provide a certificate of insurance to the PARISH. FACILITY USER also agrees to have the PARISH as an "Additional Insured" on its liability policies for the DATES 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 and only 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 above 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. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

FACILITY USER agrees that it will not engage in or advocate or allow others present at the function to engage in or advocate behavior objectionable to the Catholic Church, including but not limited to drunken, lewd, profane, or obscene behavior. If PARISH personnel observe such behavior, PARISH may, in its sole discretion, terminate the function immediately without

incurring any obligation to refund any fees or security deposits paid to the PARISH by FACILITY USER.

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FACILITY USER:

PARISH:

(Must be an official agent of FACILITY USER)

(PARISH is understood to include the
Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

THE ANNUAL CHARTER AGREEMENT BETWEEN:

_____ and the _____ Council, BSA
Name of organization

☐ Pack ☐ Troop ☐ Team ☐ Post Number _____

The Boy Scouts of America is an educational resource program. It charters community or religious organizations or groups to use Scouting as part of their service to their own members, as well as the community at large.

The BSA local council provides the support service necessary to help the chartered organization succeed in their use of the program. The responsibilities of both the BSA local council and the chartered group are described below.

The chartered organization agrees to

- Conduct the Scouting program according to its own policies and guidelines as well as those of the Boy Scouts of America.
- Include Scouting as part of its overall program for youth and families.
- Appoint a chartered organization representative who is a member of the organization and will coordinate all unit operations within it. He or she will represent the organization to the Scouting district and serve as a voting member of the local council. (the chartered organization head or chartered organization representative must approve all leader applications before submitting them to the local council.)
- Select a unit committee of parents and members of the chartered organization (minimum of three) who will screen and select unit leaders who meet the organization's standards as well as the leadership standards of the BSA. (the committee chairman must sign all leadership applications before submitting them to the chartered organization for approval.)
- Provide adequate facilities for the Scouting unit(s) to meet on a regular schedule with time and place reserved.
- Encourage the unit to participate in outdoor experiences, which are vital elements of scouting.

The council agrees to

- Respect the aims and objectives of the organization and offer the resources of Scouting to help in meeting those objectives.
- Provide year-round training, service, and program resources to the organization and its unit(s).
- Provide training and support for the chartered organization representative as the primary communication link between the organization and the BSA.
- Provide techniques and methods for selecting quality unit leaders and then share in the approval process of those leaders. (The Scout executive or designee must approve all leader applications.)
- Provide primary general liability insurance to cover the chartered organization, its board, officers, chartered organization representative, and employees against all personal liability judgments. This insurance includes attorney's fees and court costs as well as the costs of any judgment brought against the individual or organization. Unit leaders are covered in excess of any personal coverage they might have, or, if there is no personal coverage, the BSA insurance immediately picks them up on a primary basis.
- Provide camping facilities, a service center, and a full-time professional staff to assist the organization in every way possible.

Signed _____ Signed _____
For the chartered organization For the Boy Scouts of America

Date _____

See other side for discussion guide.

Chartered Organization Discussion Between the Executive Officer and the Professional Scouter

The discussion between the professional Scouter and the executive officer of a chartered organization is an opportunity that should not be delegated to anyone else. This annual visit should be scheduled at least 90 days prior to the renewal date of the unit's charter. If problems in rechartering the unit are anticipated or there is significant corrective action to be taken, the discussion should be held early enough to allow time to take positive corrective action before the renewal deadline.

Agenda

1. View the Ventures I videotape together.

(Chartered Organization Fast Start, AV-034)

Discuss how the chartered organization and the local council are working together.

2. Review highlights or concerns.

a. The chartered organization representative (formerly Scouting coordinator)

- Is the chartered organization representative carrying out his or her function well?
- Is a replacement necessary?
- View the Ventures II videotape, if necessary.

b. Quality unit leadership

- What is the training status of the unit leaders?
- Is two-deep leadership in place?
- If there are vacancies, the head of the chartered organization will need to approve quality leadership to fill them.
- View the Ventures III videotape, if necessary.

c. Unit committee

- Is it meeting regularly?
- Is the chairman functioning well?

d. Unit program

- Is the unit a Quality Unit?
- Discuss advancement, membership, summer activities, and *Boys' Life* magazine subscriptions.

e. Chartered organizations's mission

- Does the unit support the aims and mission of the chartered organization?

f. Charter review process

- Review charter renewal meeting agenda and charter presentation ceremony and set tentative dates.

See other side for charter agreement.

ARCHDIOCESE OF WASHINGTON 180/1018
APPLICATION FOR SPECIAL EVENTS COVERAGE

Name of Parish or Institution: _____

Date of Event: _____

NOTE: CATHOLIC MUTUAL MUST RECEIVE APPLICATION AT LEAST 15 DAYS PRIOR TO EVENT. DO NOT SUBMIT APPLICATIONS MORE THAN 6 MONTHS IN ADVANCE.

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

Type of Special Event (Example: wedding reception, anniv. party, etc.
If event is a fundraiser, please be specific about what is occurring): _____

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)

Time of Event: From _____ To _____

Approximate Number of Participants: _____

Lessee (Additional Insured) Contact Person:

Name: _____

Street Address: _____

City/State: _____ ZIP Code: _____

Telephone: _____

Is Liquor Being Served? _____
Yes No

Is Food Being Served? _____
Yes No

**PLEASE BE SURE TO COMPLETE EACH REQUIRED FIELD IN THE TOP PORTION OF THIS FORM.
FAILURE TO DO SO MAY RESULT IN A DELAY OR DENIAL OF COVERAGE.**

The Special Events coverage provides \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Host Liquor Liability coverage per event (not per claim).

This coverage is underwritten by **Great American Assurance Company, Policy No. on file with C.M.G. Agency, Inc.**

Cost of Coverage: \$125 Per Event

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

- * Sporting events including tournaments & camps
- * Amusement rides, including mechanically operated devices, trampolines, & rebounding devices
- * Events where a fee or admission is charged, unless all proceeds go to charity
- * Events with attendance of more than 1,000 persons
- * Events involving pool or lake activities
- * Events involving 'BYOB' (Bring your own bottle)
- * Any carnival event
- * Fireworks & fireworks displays
- * Events organized or operated by professional promoters/performers
- * Events which exceed 72 hours in duration
- * Events involving recreational vehicles
- * Political Rallies
- * Inflatable Amusement Device

**NOTIFICATION OF AN EVENT MUST REACH CATHOLIC MUTUAL
AT LEAST 15 DAYS IN ADVANCE OF THE EVENT**



SUBJECT TO APPROVAL BY C.M.G. AGENCY, INC.



PLEASE MAKE CHECK PAYABLE TO: ARCHDIOCESE OF WASHINGTON

COMPLETE AND RETURN THIS FORM TO:

**Catholic Mutual Group
200 N Glebe Rd., #714
Arlington, VA 22203**

Report accidents or claims immediately to: **CMG Agency Claims at: 703-841-1214 or 1-800-228-6108**

Approving Location: Washington, DC - Fax No. 703-841-1217

DISTRIBUTION: Original: C.M.G. Agency, Inc., Copies to Lessee and Parish or Institution

ADDENDUM TO LEASE

GENERAL LIABILITY INSURANCE: TENANT shall maintain general liability insurance of not less than two million dollars (\$2,000,000) per occurrence for the duration that TENANT rents or uses LANDLORD'S property and name the LANDLORD as additional insured on such policy(s) of insurance. It is further agreed that TENANT agrees to protect, indemnify, defend and hold harmless the LANDLORD against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by TENANT or its employees, agents, members or officers.

FIRE DAMAGE INSURANCE: TENANT shall maintain fire damage insurance (fire legal liability) for the term of the lease in the minimum amount of two million dollars (\$2,000,000).

WORKER'S COMPENSATION INSURANCE: TENANT shall maintain worker's compensation insurance as required by law.

AUTOMOBILE LIABILITY INSURANCE: TENANT shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the TENANT's business. Automobile liability coverage should be maintained by the TENANT in the minimum amount of two million dollars (\$2,000,000) combined single limit.

ADDITIONAL INSURED: TENANT will name the LANDLORD as *additional insured* on its liability insurance policies for the duration of TENANT'S renting or using LANDLORD'S property for claims arising out of TENANT'S operations or made by TENANT'S employees, agents, students, guests, customers or invitees. TENANT must verify that its insurance policies are primary in the event of a covered claim or cause of action against LANDLORD. TENANT will provide proof to LANDLORD that the insurance requirements have been met as outlined in this contract. *If and only if* TENANT fails to fulfill the insurance requirements contained in the Addendum, then TENANT agrees to defend, hold harmless and indemnify the LANDLORD against and from any claim or cause of action arising out of TENANT'S operations or any claim or cause of action which is brought against the LANDLORD by TENANT, its employees, agents, students, guests, customers, invitees, even if such claim or cause of action arises from the alleged negligence of LANDLORD, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE LANDLORD: LANDLORD may at any and all reasonable times enter premises leased to TENANT for inspection purposes.

NO WAIVER OF SUBROGATION: LANDLORD does not waive any rights of recovery against the TENANT for damages that are covered by the LANDLORD'S insurance coverage. TENANT and LANDLORD agree that this Addendum overrides any and all portions of previous or concurrent agreements between TENANT and LANDLORD that contain language in contradiction with this contract.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to conflict with local or state or national statutes, both TENANT and LANDLORD agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

TENANT:

LANDLORD:

(LANDLORD is understood to include the
Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

START DATE OF LEASE (understood to be date signed if left blank): _____

Instructions to LANDLORD (LANDLORD Use Only): This Addendum to Lease stands on its own as a legal contract between LANDLORD and TENANT should this Addendum not be incorporated or attached to a lease.

ADDENDUM TO LEASE

(involving minors)

GENERAL LIABILITY INSURANCE: TENANT shall maintain general liability insurance of not less than two million dollars (\$2,000,000) per occurrence and abuse and molestation coverage of not less than one million dollars (\$1,000,000) per occurrence for the duration that TENANT rents or uses LANDLORD'S property and name the LANDLORD as additional insured on such policy(s) of insurance. TENANT agrees to be responsible for screening and conducting background checks of all of its employees, agents, volunteers and contractors. It is further agreed that TENANT agrees to protect, indemnify, defend and hold harmless the LANDLORD against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by TENANT or its employees, agents, members or officers.

FIRE DAMAGE INSURANCE: TENANT shall maintain fire damage insurance (fire legal liability) for the term of the lease in the minimum amount of two million dollars (\$2,000,000).

WORKER'S COMPENSATION INSURANCE: TENANT shall maintain worker's compensation insurance as required by law.

AUTOMOBILE LIABILITY INSURANCE: TENANT shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the TENANT's business. Automobile liability coverage should be maintained by the TENANT in the minimum amount of two million dollars (\$2,000,000) combined single limit.

ADDITIONAL INSURED: TENANT will name the LANDLORD as *additional insured* on its liability insurance policies for the duration of TENANT'S renting or using LANDLORD'S property for claims arising out of TENANT'S operations or made by TENANT'S employees, agents, students, guests, customers or invitees. TENANT must verify that its insurance policies are primary in the event of a covered claim or cause of action against LANDLORD. TENANT will provide proof to LANDLORD that the insurance requirements have been met as outlined in this contract. *If and only if* TENANT fails to fulfill the insurance requirements contained in the Addendum, then TENANT agrees to defend, hold harmless and indemnify the LANDLORD against and from any claim or cause of action arising out of TENANT'S operations or any claim or cause of action which is brought against the LANDLORD by TENANT, its employees, agents, students, guests, customers, invitees, even if such claim or cause of action arose from the negligence of LANDLORD, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE LANDLORD: LANDLORD may at any and all reasonable times enter premises leased to TENANT for inspection purposes.

NO WAIVER OF SUBROGATION: LANDLORD does not waive any rights of recovery against the TENANT for damages that covered by the LANDLORD'S property insurance coverage. TENANT and LANDLORD agree that this Addendum overrides any and all portions of previous agreements between TENANT and LANDLORD that contain language in contradiction with this agreement.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to conflict with local or state or national statutes, both TENANT and LANDLORD agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

TENANT:

LANDLORD:

LANDLORD is understood to include the Archdiocese of Washington

BY:

BY:

NAME

NAME

DATE

DATE

START DATE OF LEASE (understood to be date signed if left blank): _____

Instructions to LANDLORD (LANDLORD Use Only): This Addendum to Lease stands on its own as a legal contract between LANDLORD and TENANT should this Addendum not be incorporated or attached to a lease.

ARCHDIOCESAN PROPOSAL ADDENDUM

His Eminence Cardinal Donald W. Wuerl, Roman Catholic Archbishop of Washington and his Successors in office, a Corporation Sole (Owner), through his representative,

_____ agrees to the attached proposal
from _____ (Contractor)
dated _____ in the amount of \$
_____.

Contractor and Owner agree that this addendum overrides any and all portions of previous or concurrent agreements between Contractor and Owner that contain language in contradiction with this contract.

If applicable, Builder's Risk and Boiler and Machinery Coverage will be obtained by CONTRACTOR to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

While Contractor is performing operations for the Owner, Contractor shall maintain general liability insurance including products and completed operations coverage, in amount of not less than one million dollars (\$1,000,000) per occurrence. It is further agreed that Contractor agrees to protect, indemnify, defend and hold harmless the Owner against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by Contractor or its employees, agents, members or officers. Contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the Contractor's business, in the minimum amount of one million dollars (\$1,000,000) combined single limit. Contractor shall maintain worker's compensation insurance as required by law. Contractor agrees to provide a certificate of insurance which names the Owner as an *additional insured* on Contractor's liability policies for claims arising out of Contractor's, subcontractors' or sub-subcontractors' operations or made by Contractor's, subcontractors', sub-subcontractors' employees, agents, guests, customers or invitees. Contractor must verify that its insurance policies are primary in the event of a covered claim or cause of action against the Owner. Contractor shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, Contractor agrees to indemnify and defend the Owner for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor. Owner does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages not covered by Builder's Risk Coverage. Owner and Contractor, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Builder's Risk Coverage. The extent of Owner's ability to recover from Contractor is limited to the extent Contractor has liability insurance.

Any changes, which either increase or decrease the cost of this project, will be executed only upon receipt of a written order signed by the Pastor. The cost or credit to the Parish from a change in the work shall be determined by mutual agreement, put into written form and signed by the Pastor and Contractor.

The Contractor agrees to abide by all local, state and federal laws and codes and is responsible for obtaining any and all permits needed, if applicable, for the successful completion of this work. Work will be performed in a safe manner that protects all property and prevents injury from any and all people. It is understood and agreed that the Contractor is responsible for any and all damages, due to neglect by the Contractor or his subcontractors, arising from the performance of the work under the proposal.

The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all precautions for the safety of, and shall provide all protection to prevent damage, injury or loss to any individual on or around the site and any and all property at, near or around the work site.

The Owner is not subject to local, state or federal taxes on materials that are incorporated into performing this work and become a part of the completed project. Tax-exempt certificates shall be furnished to the Contractor upon request.

Any dispute, arising out of or pertaining to the Contractor's proposal and this addendum, which cannot be resolved shall go before a mediator prior to any legal action, and the property referenced above shall remain free of liens at all times. Any legal action will be resolved in the jurisdiction of the property in question.

If any paragraph or sentence of this addendum is deemed or is determined to be in conflict with local or state or national statutes, both Contractor and Owner agree that; the portion of the addendum which is in conflict with the statute will be stricken with the remainder of the addendum remaining binding for both parties. No statement, arrangement or understanding expressed or implied not contained herein will be recognized.

Accepted by Contractor _____ DATE: _____

Accepted by Owner _____ DATE: _____

ADDENDUM TO SERVICE CONTRACT

GENERAL LIABILITY INSURANCE: While CONTRACTOR/SERVICE PROVIDER is performing services for the PARISH, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. It is further agreed that the CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers.

AUTOMOBILE LIABILITY INSURANCE: If applicable, CONTRACTOR/SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the CONTRACTOR'S business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

EVIDENCE OF INSURANCE: CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH.

NO WAIVER OF SUBROGATION: PARISH does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. PARISH and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR/SERVICE PROVIDER and PARISH agree that this addendum overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and PARISH that contain language in contradiction with this addendum. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and PARISH agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER: PARISH:

(PARISH is understood to include the Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to PARISH (Parish Use Only): This Addendum to Service Contract stands on its own as a legal contract between PARISH and CONTRACTOR/SERVICE PROVIDER should this addendum not be incorporated or attached to a contract.

ADDENDUM TO SERVICE CONTRACT FOR SERVICES INVOLVING POTENTIAL CONTACT WITH MINORS

GENERAL LIABILITY INSURANCE: While CONTRACTOR/SERVICE PROVIDER is performing services for the PARISH, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence which includes a minimum of one million dollars (\$1,000,000) abuse and molestation coverage for claims arising out of alleged or actual child abuse or molestation. It is further agreed that the CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers.

CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, volunteers and contractors.

AUTOMOBILE LIABILITY INSURANCE: If applicable, CONTRACTOR/SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the CONTRACTOR'S business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

EVIDENCE OF INSURANCE: CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH.

NO WAIVER OF SUBROGATION: PARISH does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. PARISH and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR/SERVICE PROVIDER and PARISH agree that this addendum overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and PARISH that contain language in contradiction with this addendum. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and PARISH agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER:

PARISH:

(PARISH is understood to include the Archdiocese of Washington)

BY:

BY:

NAME

NAME

DATE

DATE

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to PARISH (Parish Use Only): This Addendum to Service Contract stands on its own as a legal contract between PARISH and CONTRACTOR/SERVICE PROVIDER should this addendum not be incorporated or attached to a contract.

RETAINER AND INDEMNITY AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____, (the "Commencement Date") by and between _____ ("CONTRACTOR/SERVICE PROVIDER") and _____ ("PARISH"). The purpose of this Agreement is to establish certain obligations of the CONTRACTOR/SERVICE PROVIDER pertaining to any and all services provided by CONTRACTOR/SERVICE PROVIDER to the PARISH during the term of this Agreement, which shall commence on the Commencement Date and last for one year, renewing automatically for successive one-year terms unless cancelled in writing by either party.

GENERAL LIABILITY INSURANCE: At any time when CONTRACTOR/SERVICE PROVIDER is performing services for the PARISH, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. It is further agreed that the CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers.

AUTOMOBILE LIABILITY INSURANCE: If applicable, CONTRACTOR/SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the CONTRACTOR'S business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

EVIDENCE OF INSURANCE: CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH.

NO WAIVER OF SUBROGATION: The PARISH does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the services performed for the PARISH. The PARISH and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to the PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR/SERVICE PROVIDER and the PARISH agree that this agreement overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and the PARISH that contain language in contradiction with this addendum. No subsequent agreement between CONTRACTOR/SERVICE PROVIDER and the PARISH shall be read to override or invalidate any portion of this Agreement unless the subsequent agreement explicitly expresses the intent to override this specific Agreement. If any portion of this Agreement is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and the PARISH agree that the portion of the Agreement which is in conflict with the statute will be stricken from the Agreement with the remainder of the Agreement remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER:

PARISH:

(PARISH is understood to include the Archdiocese of Washington)

BY:

BY:

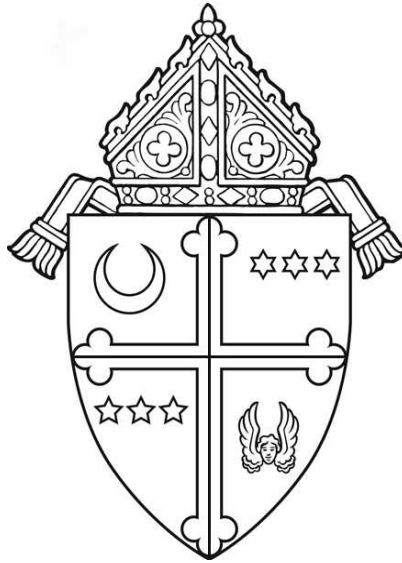
NAME

NAME

DATE

DATE

ARCHDIOCESE OF WASHINGTON



FORM A

PETITION FOR CANONICAL PERMISSION TO:

- Enter into Real Property Agreements for any purpose, including permission to:
 1. Sell Real Property
 2. Purchase Real Property
 3. Borrow Money to Purchase Real Property
 4. Enter Other Real Property transactions, including but not limited to:
 - Leases
 - Licenses
 - Assignments
 - Easements (Give Right of Way)
 - Accept Gifts of Property, Donate Property, or Raze
 5. Substantially Alter Parish Real Property

This petition must be submitted at least six weeks prior to the anticipated start date to the OFFICE OF THE MODERATOR OF THE CURIA, ARCHDIOCESE OF WASHINGTON, PO BOX 29260, WASHINGTON, DC 20017-0260. Please email the Director of Facilities Managements at destwolr@adw.org to indicate that your petition has been sent.

Form A: COMMENTARY & INSTRUCTIONS

Purpose

The purpose of Form A is to request canonical permission to sell real property, purchase real property, borrow money for real property transactions, lease, license, assign, grant easements to, or otherwise enter real property transactions (including permission to accept real property gifts, option, barter, donate, or raze) or to alter substantially parish real property. Permission is required for any real property transaction according to values listed on the corresponding chart of the Contract Review Policy. This is in accordance with canons 1291 and 1292 of the *Code of Canon Law*.

This form should also be used for selling parish-owned goods or personal property in excess of the values listed on the charts.

However, sacred goods, including sacred art such as stained glass windows, cannot be sold, leased, auctioned, or otherwise transferred to private persons. These goods must be donated or transferred to other ecclesiastical institutions (e.g., parishes, oratories, and chapels) in accordance with Canon Law. Please contact the Office of Worship for approval to transfer Sacred Goods and to help with the proper disposal of valuable precious goods.

Form A: INSTRUCTIONS FOR COMPLETING

- 1) Print the parish name, address, telephone number, and three-digit parish number. Give as complete a description as possible of the proposed transaction as well as the terms of the transaction. If this transaction pertains to the school, indicate this in the description and justification section.
- 2) Complete the OPERATING CASH AND SAVINGS INFORMATION requested by using the parish's most recent monthly financial report.
- 3) Certify that the pastor has received the advice of the parish finance council.

Additional Information

It is important that the information requested be submitted with the petition. Specifically:

- a) Provide a proposal from a contractor or contact the Facilities Management Office to assist with gathering the proper documents for this transaction.
- b) If the parish intends to demolish real property, it is important that an inspection for hazardous material and the possibility of abatement be completed by the Facilities Management Office before Form A is submitted.
- c) Form A permission is required if the parish intends to lease property from others for parish use (e.g., school building, gymnasium, parking facilities).
- d) A professional appraisal must be completed prior to submission of Form A to market property for sale. The Director of Facilities must approve the appraiser before they are retained.
- e) Requests for loans must be accompanied by a detailed impact statement of how the parish will repay this loan in a timely manner. Parishes are not permitted to obtain their own line of credit. They must obtain their loan from an authorized bank associated with the Archdiocese's line of credit.

Form A: APPLICATION

Parish Name: _____

Parish Address: _____

Telephone #: _____

Parish #: _____

Pastor's Name: _____

Submittal date: _____

I, the undersigned pastor/administrator, request permission to:

*On the lines above please briefly identify the type of transaction (lease, purchase, market for sale, sell, raze, etc.) and then attach a description of the project, its justification, and location of the property to this Form. The detailed description of the proposed transaction should include the information requested on the last two pages of this application (this information can be formatted as a detailed letter of request to the Director of Facilities Management).

In connection with the above, I anticipate [receiving/expending] the sum of \$_____.

1. With respect to the real property purchase, I need to request a loan in the amount of \$_____ proposed to be repaid in [monthly] installments in agreement with the Archdiocesan Chief Financial Officer over ____ years beginning _____.
2. If applying for permission to lease parish property, the proposed monthly rental is \$_____ for the period _____ to _____.
3. If requesting to lease or to license real property to others, the property [is/is not] currently exempt from real estate tax.
4. Other Information:

Please contact the Archdiocesan Facilities Management Office at (301) 946-3702 before entering into agreements or for assistance with completing this form.

Operating Cash and Savings Information

Parish/School Cash Position

Total Cash and Investments: _____
Restricted Funds: _____
Restricted Funds: _____
Restricted Funds: _____
Cash Available For Use: \$ _____

Parish/School Debt

Offertory & Education Assessments: _____
Property Casualty: _____
Catholic Standard: _____
Other Archdiocesan Assessments: _____
National Collections: _____
Health Benefits: _____
Archdiocesan Loan: _____
PNC Bank Loan: _____
Capital One Bank Loan: _____
Accounts Payable: _____
Total Debt: \$ _____

By virtue of canons 537 and 1280 and Archdiocesan Statute, it is necessary that the Pastor/Administrator, Chairman and *at least two* members of the parish finance council sign this request.

Signature of Pastor/Administrator

Date

Signature of Finance Council Printed Names of Signers

Date

Form A: Additional Information

To expedite this Form A petition, please complete this page and submit with this Form A request. This information, if available, needs to be submitted at this time.

- **The Archdiocesan Facilities Management Office must submit all legal documents for this transaction to the Office of the General Counsel for legal review before they are signed. Please check the box that applies to this request:**

- ☐ The proposed legal documents for this transaction are attached for review.
- ☐ The Archdiocesan Facilities Management Office is requested to supply the legal documents for this transaction. The necessary background information accompanies this form.

- **Please circle the numeral that describes the type of transaction you are proposing. On a separate sheet, supply the information requested, using the numbers indicated.**

- I) If the parish intends to market for sale, sell, or purchase real property or to grant or accept an option on real property:

- 1) Describe the reason for this request.
- 2) Describe the property and give the street address, lot and block number, and the deed book volume and page number of this property.
- 3) Give the name, address and telephone number of the listing agent, buyer, or optionee.
- 4) If selling or purchasing real property, attach documentation demonstrating the fair market value. (A certified appraisal is required when selling parish property.)
- 5) If selling property, give the expected closing date, if known.
- 6) Describe any conditions or contingencies related to this transaction, if known.
- 7) Describe the buyer's intended use if a church building is being sold, if known.

- II) If the parish intends to sell or otherwise dispose of personal property other than normal operating equipment:

- 1) Describe the reason for this request.
- 2) Describe the property and give the address where it is located.
- 3) Give the name, address and telephone of buyer if known.
- 4) Give expected sales date if known.
- 5) Describe any conditions or contingencies related to this transaction.

- III) If the parish intends to grant a right of way or easement:

- 1) Describe the reason for this request.
- 2) Describe the property. Give the street address, lot and block number, and the deed book volume and page number of this property.
- 3) Give the name, address and telephone number of the party seeking the right of way or easement.
- 4) Attach a map, drawing or survey of the proposed right of way.

IV) If the parish intends to demolish real property:

- 1) Describe the reason for this request.
- 2) Give the street address and identification of the building to be demolished.
- 3) Give the name, address and telephone number of the demolition contractor.
- 4) Describe the amount of time that will be given to the contractor for the demolition.
- 5) Indicate the estimated cost of the demolition and the cost of removal of hazardous materials and whether the parish has sufficient funds to cover the cost or will need to borrow.

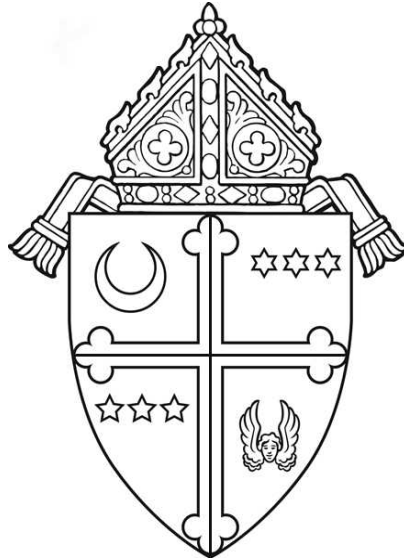
V) If the parish intends to lease or license parish owned real property to others; or lease or license real property from others:

- 1) Describe the reason for this request.
- 2) Describe the property. Give the street address, lot and block number, and the deed book volume and page number of this property, if applicable.
- 3) If only a part of the premises is to be leased/licensed, identify the same specifically, e.g., room number(s).
- 4) Give the name, address and telephone number of the lessee/licensee.
- 5) Give the starting and ending dates of the lease/license and indicate if this is a new lease or a renewal.
- 6) Describe the use to which the leased/licensed premises will be put and the nature of the tenant (e.g., non-profit organization, religious group, etc.).
- 7) List the days and hours of operation of the leased/licensed activity.
- 8) Describe any special provisions regarding the payment of utilities or the maintenance of the property.

VI) If the parish intends to accept real property given as a donation:

- 1) Describe the property to be accepted and give the street address, *lot* and block number, and the deed book volume and page number.
- 2) Give the name, address and telephone number of the donor.
- 3) Describe any special conditions or contingencies on this gift.
- 4) Give the assessed value of this property.

ARCHDIOCESE OF WASHINGTON



FORM B

PETITION FOR CANONICAL PERMISSION TO:

- Spend \$25,000 or More on Construction Projects or Other Significant Parish Expenditures
- Borrow Money For Any Purpose Other than Real Property Transactions

This petition must be submitted at least six (6) weeks prior to the anticipated date of occurrence to the OFFICE OF THE MODERATOR OF THE CURIA, ARCHDIOCESE OF WASHINGTON, PO BOX 29260, WASHINGTON, DC 20017-0260.

Please email the Director of Facilities Management at destwolr@adw.org to indicate that your petition has been sent.

Purpose

The purpose of Form B is to request permission to spend \$25,000 or more by a parish, school, or related organization, or to borrow money for any purpose other than for real property transactions. For example, Form B permission is required for new construction, capital improvements, major alterations to facilities, the lease of personal property (anything other than land or buildings) from others, the purchase of equipment, and for extraordinary operating expenditures.

All contracts for \$25,000 or more must be submitted for canonical permission according to the values listed in the corresponding chart in the Contract Review Policy and Procedures.

Financial Limitations

- 1) Canonical permission is required when the aggregate of cost of a project, either through a single payment *or* several payments, taken as a whole is in excess of \$25,000.
- 2) Canonical permission is required when the leasing of personal property or operating equipment from others has an aggregate cost in excess of \$25,000 over the life of the lease.
- 3) For new construction and major improvements/renovation, parishes are required to have at least 75% of the total cost in the bank or investments and be able to show that it can repay a loan in a set time frame and without jeopardizing the parish's financial stability. These funds must be on hand in parish savings or investments before approval to commence construction will be granted. Only under extraordinary circumstances will exceptions to this policy be considered.

Form B: INSTRUCTIONS FOR COMPLETING

Page 1

- 1) Enter the parish name, address, telephone number, and parish's three-digit location number.
- 2) Indicate the amount to be spent and give as complete a description and justification of the project as possible. If borrowing for the school, indicate this in the description and justification section. All borrowing must be done in the name of the parish. Schools are programs of the parish unless they are a multi-parish sponsored school, thus the parish is responsible for the expense.
- 3) Enter the amount to be funded from savings currently on hand and/or the requested amount to be borrowed. Indicate whether the parish proposes to repay monthly or quarterly and the suggested term of the loan. Contact the Finance Office for assistance.
- 4) If a capital campaign is underway or anticipated for this project, complete the information requested.

Before undertaking a campaign, and to request consideration for an exemption to the assessment for the campaign contributions, separate approval from the Archdiocese is required. Complete Form C, "Request to Conduct a Capital Campaign," and submit your parish's request to the OFFICE OF THE MODERATOR OF THE CURIA, ARCHDIOCESE OF WASHINGTON, PO BOX 29260, WASHINGTON, DC 20017-0260.

- 5) Complete the OPERATING CASH AND SAVINGS INFORMATION requested by using the most recent parish financial statement.
- 6) Certify that the pastor has received the advice of the parish finance council

Additional Information

- 7) It is important that the appropriate information requested be submitted with the petition.
Specifically, either the proposed legal documents should be attached for review or a request should be made that the Archdiocesan Facility Management Office requests that the Office of the General Counsel prepare the legal documents for the transaction.

Form B: APPLICATION

Parish Name: _____
Parish Address: _____
Telephone #: _____
Parish #: _____
Pastor's Name: _____
Submittal date: _____

*I, the undersigned pastor/administrator, request permission to expend the sum of \$_____ *for the following purpose(s):*

*On the lines above please briefly identify the type of transaction and then attach a description of the project, its justification, and location of the property to this Form B. The detailed description about the proposed transaction should include the information requested on the last two pages of this application (this information can be formatted as a detailed letter of request to the Director of Facilities Management).

- 1) The amount to be paid from parish funds on hand or in savings is \$ _____
- 2) I request permission to borrow the amount of \$_____ proposed to be repaid in [monthly] installments over_____ years beginning.
- 3) I am in a ___-year capital campaign to raise \$_____ that began _____. I have collected to date \$_____ and have outstanding pledges of \$_____.

*The permission amount requested includes the **total** cost of the project or purchase of personal property/equipment. Every anticipated expenditure is contained in the estimate, including the cost of all interior decoration, furnishings (such as pews, altars, etc.), heating, plumbing, electrical and lighting fixtures, stained glass windows, all exterior improvements, paving, landscaping, architect's fees and all other attendant items. (Attach an itemized summary if applicable.)

Operating Cash and Savings Information

Parish/School Cash Position

Total Cash and Investments:	_____
Restricted Funds:	_____
Restricted Funds:	_____
Restricted Funds:	_____
Cash Available For Use:	\$ _____

Parish/School Debt

Offertory & Education Assessments:	_____
Property Casualty:	_____
Catholic Standard:	_____
Other Archdiocesan Assessments:	_____
National Collections:	_____
Health Benefits:	_____
Archdiocesan Loan:	_____
PNC Bank Loan:	_____
Capital One Bank Loan:	_____
Accounts Payable:	_____
Total Debt:	\$ _____

By virtue of canons 537 and 1280 and Archdiocesan Statute, it is necessary that the Pastor/Administrator, Chairman and *at least two* members of the parish finance council sign this request.

_____	_____
Signature of Pastor/Administrator	Date

_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
Signature of Finance Council	Printed Names of Signers	Date

Form B: Additional Information

To expedite this Form B petition, please complete this page and submit with this Form B request. This information, if available, needs to be submitted at this time.

- **The Archdiocesan Facilities Management Office must submit all legal documents for this transaction to the Office of the General Counsel for legal review before they are signed. Please check the box that applies to this request:**

- ☐ The proposed legal documents for this transaction are attached for review.
- ☐ The Archdiocesan Facilities Management Office is requested to supply the legal documents for this transaction. The necessary background information accompanies this form.

Please circle which of the following types of transactions is involved. On a separate sheet, supply the information requested, using the numbers indicated, and attach the itemized summary of all costs.

- I) If the parish intends to purchase any personal property or any equipment at a total value of \$25,000 or more:

- 1) Describe the property or equipment to be purchased.
- 2) Give the name, address and telephone number of the seller.
- 3) Give the expected date of purchase.
- 4) Describe any conditions or contingencies on this purchase.

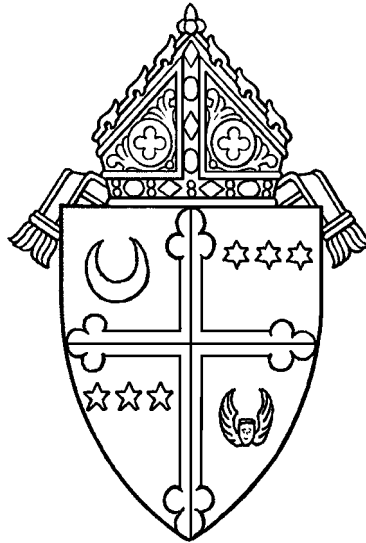
- II) If the parish intends to lease personal property or equipment from others with a total value of the payments of \$25,000 or more:

- 1) Describe what is being leased and the purpose for which it will be used.
- 2) Give the name, address and telephone number of the owner.
- 3) Give the length of the lease.
- 4) Describe the schedule of lease payments, the interest rate, and other key terms of the lease if applicable.

- III) If the parish intends to construct, remodel, or repair property:

- 1) Give the name, address and telephone number of the architect or contractor.
- 2) Give the name, address and telephone number of the builder.
- 3) Give the anticipated construction date and length of time.
- 4) Describe the construction site within the parish plant, using street address and building identification.
- 5) Attach any and all documents, including proposals, bids, construction specifications, etc., as prepared by the parish, architect, contractor, engineer, and/or Facilities Management Office.

ARCHDIOCESE OF WASHINGTON



FORM C

REQUEST FOR CANONICAL PERMISSION TO CONDUCT A CAPITAL CAMPAIGN WITH EXEMPTION FROM ARCHDIOCESAN ASSESSMENT POLICY (OFFERTORY, EDUCATION & CATHOLIC STANDARD)

This petition must be submitted at least six (6) weeks prior to the anticipated date of occurrence to the OFFICE OF THE MODERATOR OF THE CURIA, ARCHDIOCESE OF WASHINGTON, PO BOX 29260, WASHINGTON, DC 20017-0260. Please email the Director of Facilities Managements at destwolr@adw.org to indicate that your petition has been sent.

COMMENTARY AND INSTRUCTIONS

Purpose of Form

Parishes are to use this form: (1) to seek permission to conduct a capital campaign; and (2) to request exemption from Offertory, Educational, and Catholic Standard Assessment. This request includes raising funds for:

- Construction of a new facility or building;
- Major maintenance, improvements, renovation of existing facilities (e.g., replace roof, add air conditioning, replace boilers, replace windows, etc.);
- Major capital purchase of equipment (e.g., purchase of an organ, etc.);
- Debt reduction campaign (*Note*: permission is granted only in those cases where the parish is paying down a sizeable debt); and/or,
- Special debt reduction programs for financially distressed parishes.

Prerequisites

- Consultation with the Archdiocesan Office for Development both to establish a realistic goal for the capital campaign and to determine the most efficacious methodology for raising those funds.
- The appropriate Form A and/or Form B petition(s) must be submitted for any construction and/or expenditures required.
- Major capital projects in excess of \$100,000 require approval of the College of Consultors.

Exclusions

- Routine repairs, replacements, and maintenance due to normal wear should generally be covered by operating funds and are not considered valid reasons for capital campaigns.
- Any funds collected prior to receiving permission may not be exempted from Archdiocesan assessment.
- The following types of income would not normally be included in the exemption:
 - 1) Ordinary offertory income, including loose currency and coins;
 - 2) Already existing and routine fundraising such as festivals, bingo, raffles, etc.;
 - 3) Donations and bequests, unless specifically restricted by the donor in writing for the exempt campaign;
 - 4) Parish organization donations and fundraising; and,
 - 5) Income raised or donated for routine repair and maintenance projects.
- The use of outside fundraising vendors is not permitted without the expressed written permission of the Moderator of the Curia. If permission is granted, all contracts must be reviewed and approved by the Office of the Chancellor.

Duration

Capital campaigns and the accompanying exemptions are normally three (3) years in duration from the start of the campaign (from the date of the first solicitation of funds).

Amount

In determining the amount of the request, the parish must consider the total cost of the project which may include design costs, permits, utility and other relevant fees, furnishings, artwork and any other costs needed to complete the project so it can be operated as intended. The parish needs to consider both the parish ability to raise this money and the effect it will have on the parish's current collections.

Questions

- Questions regarding FUNDRAISING should be directed to the Office for Development.
- Questions regarding EXEMPTION should be directed to the Office for Finance.

REQUEST TO CONDUCT A CAPITAL CAMPAIGN

Parish Name: _____

Parish Address: _____

Telephone #: _____

Parish #: _____

Pastor's Name: _____

Submittal date: _____

After consulting the parish finance council, I, the undersigned pastor/administrator, request permission to conduct a capital campaign as described below and to have the monies raised exempt from assessments.

The funds are being raised for the following purpose(s): (Provide a brief description. If necessary or appropriate, attach detailed information about the project[s].)

The goal of the campaign and the amount to be exempted from Parish Share assessment is:
\$ _____

The campaign to raise this amount will commence on _____ and conclude on _____.

The parish plans to raise these funds using the following method(s). (Provide a brief description of each method planned.)

I am requesting permission to use an outside fundraising vendor. Yes _____ No _____
If yes provide the following:

Name of Outside Vendor: _____

Address: _____

Phone: _____

Contact Person: _____

I certify that I have received the advice of my parish finance council. My parish finance council:

☐ Concurs ☐ Does Not Concur with my decision to submit this request.

Signature of Pastor/Administrator

Date

For Vicar General Only

__ Finance Report

Decisions: _____

__ Office of the Chancellor Review Complete

__ Facilities Management Office Report

Date: _____

__ Real Estate Office Report

__ Development Report

Form B- _____

__ Vicar General Approval