



ARCHDIOCESE OF WASHINGTON

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# Contract Review Policies and Procedures (2015)



ARCHDIOCESE OF WASHINGTON

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Contract Review Policies and Procedures (2015)

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DONALD CARDINAL WUERL  
BY THE GRACE OF GOD AND THE APOSTOLIC SEE  
ARCHBISHOP OF WASHINGTON

## DECREE

To the Clergy, Religious and Lay Faithful of the Archdiocese of Washington:

It is my pleasure to approve and promulgate the revisions to the Contract Review Policies and Procedures within the Archdiocese of Washington. These policies govern contracts for every parish, school, and archdiocesan department.

These policies become effective on October 1, 2015. The policies replace the policy revisions promulgated in August 2012.

It is my hope that these policies will assist all involved in our departments, parishes and schools to achieve our mutual goal of providing responsible management of all events, and good stewardship of all property belonging to the Church.

Given this 26<sup>th</sup> day of August, two thousand and fifteen in the Archdiocese of Washington.

Archbishop of Washington

  
Chancellor

## EXECUTIVE SUMMARY

To: Archdiocesan Pastors, School Administrators and Department Heads of the Central Pastoral Administration  
From: Office of the General Counsel  
Date: September 1, 2015  
Re: Promulgation of the revised Contract Review Policy and Procedures

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### I. INTRODUCTION

Cardinal Wuerl recently promulgated the Archdiocese of Washington's revised Contract Review Policies and Procedures ("Revised Policy"). The original contract review policy was promulgated in 2009, and was first revised in 2012. This latest revision reflects the review and input of the archdiocesan Office of the Moderator of the Curia, the Office of General Counsel, Office of the Director of Real Estate, and Catholic Mutual Group. In addition, the policies have been recommended for approval by the Priest Council and the Administrative Board. The Revised Policy will be effective on October 1, 2015.

It is recommended that all pastors, parochial vicars, school administrators and archdiocesan department heads in the Central Pastoral Administration (CPA) review and become familiar with the Revised Policy. This Executive Summary, provided for your convenience, is a brief introduction to the principal elements of the Revised Policy.

### II. REVISED POLICY SUMMARY

The following are the key elements of the Revised Policy:

1. **Contracts under \$25,000 no longer need to be submitted to the CPA or Catholic Mutual for review and approval.** To ease administrative burdens, all parishes, schools and internal departments of the CPA will take ownership of reviewing their contracts valued under \$25,000, starting October 1, 2015. This means that those contracts no longer need to be submitted to the CPA or Catholic Mutual for review and approval. Instead, parish/school/CPA departmental staff will be responsible for reviewing their own contracts valued under \$25,000. The various offices of the CPA will remain available to assist, as requested. Parishes, schools, and departments must still submit all short-term facility use requests, including Facilities Usage and Indemnity Agreements, to Catholic Mutual for approval. In addition, as noted below, parishes, schools, and departments must still submit leases and real estate transactional documents to the Director of Real Estate.
2. **Archdiocesan addenda and insurance still required for all contracts.** To maintain an acceptable level of risk, the archdiocese must maintain the current requirement that all vendors and contractors be asked to sign one of the archdiocese's addenda and to carry certain insurance. Since parishes, schools and internal departments of the CPA will now be empowered to review and approve of their own contracts valued under \$25,000, the change above will necessitate that parish/school/departmental staff take responsibility for

selecting the proper addendum and verifying that archdiocesan insurance requirements have been met.

3. **New Resources and Training.** To help empower parish, school, and CPA staff to review their own contracts and to help ensure compliance with archdiocesan contracting requirements, new resources have been prepared, and training will be provided. The Revised Policy includes the following new resources:
  - i. (for internal use only) *Decision Tree: Guide to Contract Review*: includes basic information on how to review a contract, which archdiocesan addendum to use, and how to read a certificate of insurance.
  - ii. (for internal use only) *Checklist for Policy Compliance*: should be completed with the review of every contract to demonstrate that the contract is in compliance with policy, then kept on file in the parish or department.
  - iii. *Letters from the Office of General Counsel to Contractors/Vendors*: can be provided to contractors and vendors to explain the Archdiocese's contract and insurance requirements.

In addition to the new resources, the Office of the General Counsel has prepared a training program which will be available to all pastors, principals, CPA department heads, or their respective delegates. Training will educate archdiocesan staff on: the changes to the policy; contract review and insurance 101; and policy compliance. Training will be offered in-person and on-line.

4. **Other Requirements Remain the Same.** Unless otherwise stated in the Revised Policy, all other requirements and procedures of the contract review policies and procedures are the same. Those requirements include:
  - i. *Facility Usage Policy.* The usage of archdiocesan property is still subject to those guidelines/procedures set forth in the Facilities Usage section of the Revised Policy, including the requirement to submit all requests regarding short-term facilities use and special event insurance coverage to Catholic Mutual. (See Revised Policy, Section II.) Please take a moment to ensure your familiarity with the Facility Usage Policy, and take care to apply it carefully and consistently when you receive requests for use of parish facilities. This policy is intended to safeguard the use of our facilities in ways consistent with Catholic teachings, and the applicable tax and zoning laws, rather than simply as event spaces available for rental by the general public.
  - ii. *Transactions Requiring Canonical Approval.* Certain transactions, including contracts valued at or above \$25,000, still require canonical approval. (See Revised Policy, Section III.) NOTE: certain requests for canonical permission must now be submitted to the archdiocesan Director of Real Estate.



ARCHDIOCESE OF WASHINGTON

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## Contract Review Policies and Procedures (2015)

Office of the General Counsel

P.O. Box 29260

Washington, D.C.

20017

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Policy



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## Section I: 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/administrator<sup>1</sup> 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. Some of these agreements require archdiocesan review, and some do not. This policy is structured in three parts: Facilities Usage; Parish Transactions Requiring Canonical Permission; and Parish Transactions Not Requiring Canonical Permission.

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) 853-4495 for assistance in determining the correct procedures.

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

## 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 for each type of agreement are outlined in each section.

When the policy requires that the agreement be reviewed, the agreement should 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).



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, Facilities Management Office, Office of the General Counsel, and Catholic Mutual. Once the agreement is approved, the pastor/administrator will be contacted.

## Section II: Facilities Usage

### Policy for Facilities Usage

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

The Archdiocese of Washington Self-Protected Property Casualty Program provides automatic coverage for archdiocesan or parish-sponsored functions, activities and special events. In some circumstances, archdiocesan facilities may also be used for outside or private functions or events not sponsored by the Archdiocese, parish, school or agency. While this may be 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 parish-sponsored 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) 853-4495.

- For any function (parish sponsored or not) where alcohol will be served, please consult the Archdiocese’s Alcohol Policy. Likewise, for any function that will generate income other than rental income for the parish, please consult the Archdiocese’s Fundraising Policy.

*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 were 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

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.<sup>2</sup>

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 or 2c or 2d) for 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.

In addition, Alcoholics or Narcotics Anonymous meetings 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.

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

To find out how to submit the forms: Go to the Procedures on page 14.

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<sup>2</sup> 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 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 Boy 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 12). 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 14.



## Use of Facilities for Events Not Sponsored by the Parish

Individuals and outside groups are permitted to use parish facilities under certain circumstances. Outside or “non-parish-sponsored” events include, but are not limited to, private functions or events hosted by individuals or 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 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 the parish 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.

Parishes and schools often wish to partner with for-profit companies to run athletic or academic camps for children in the parish community. Please contact the Office of General Counsel for guidance on how to structure such agreements, because they may trigger zoning, property tax, and other legal liability if done improperly.

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 at the event and if food is served, sold, or consumed at the event, it 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 14 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 2b) 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 events lasting three days or less. Special Events Coverage meets archdiocesan requirements and eliminates the facility user's having to provide his own insurance and execute a facility use agreement. 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). 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. All facility users, even if they apply for Special Events Coverage, must still sign the applicable Facility Usage Agreement.

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 alcohol, and Attachment 2d for events with food and alcohol). 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 application for Special Events Coverage, go to Attachment 4.

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

## Short Term Use for Programs Involving Minors


There are special requirements for facility usage involving minors. In addition to the general insurance requirements, all facility users 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 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.

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 for Programs 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:

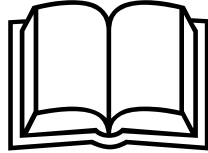
- Events or organizations whose purposes are not in keeping with the teachings of the Catholic Church
- Events where a fee or admission is charged, unless all proceeds go to the parish or a not-for-profit organized for purposes consistent with the Church's mission and teachings.
- Events organized or 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 or campaign activities

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.

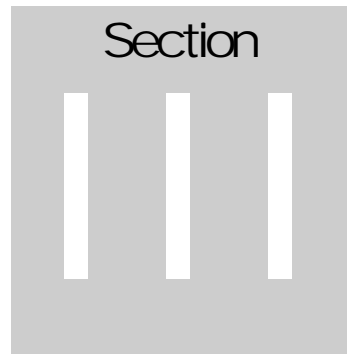


Please note - the dates of facility usage or term of the lease do not usually coordinate with the dates of the renter's insurance coverage. Therefore, the parish must obtain renewal certificates of insurance if the renter's insurance coverage expires while the lease or usage agreement is still in effect.

### 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 following transactions require canonical permission:

- The sale or alienation of parish real property
- Leasing parish real property
- Acquisition or acceptance of parish real property
- Significant parish expenditures (expenditures over \$25,000)
- Debt financing agreements

Archdiocesan policies and procedures for such transactions are distinct from the other sections of this manual. All parish transactions that require canonical permission must receive legal review. Further, all such transactions must be signed by the Office of the Moderator of the Curia. In some cases, preliminary canonical permission must be obtained before legal review begins.

There are scenarios in which transactions involving real property do not require canonical permission, but they are rare. Even when canonical permission is not required, pastors/administrators wishing to enter a transaction involving real property must follow the review procedures established in this section, where applicable.

The parameters for parish transactions requiring canonical permission are set forth immediately below. The Contract Review process (legal review) is described after the canon law requirements. Section III is structured as follows:

- 1) Policy for Sale or Alienation of Parish Real Property
  - a. Review Procedure for Sale of Parish Real Property
- 2) Policy for Leasing Parish Property

SECTION III: PARISH TRANSACTIONS REQUIRING  
CANONICAL PERMISSION

- a. Review Procedure for Leasing Parish Property
- 3) Policy for Purchase or Acceptance of Real Property
  - a. Review Procedure for Purchase of Real Property
  - b. Review Procedure for Acceptance of Gifts of Real Property
- 4) Policy for Significant Parish Expenditures
  - a. Review Procedure for Significant Parish Expenditures Relating to Construction or Alteration to Parish Facilities
  - b. Review Procedure for Significant Parish Expenditures Relating to Vendors, Services, or Other Operating Expenses
- 5) Policy for Debt Financing Agreements
  - a. Review Procedure for Debt Financing Agreements

## Policy for Sale or Alienation of Parish Real Property

The Contract Review Policy and Procedure for sale or alienation of real property (e.g., buildings and land) is based on Canon 1292, §1 and the USCCB promulgation of complimentary norms. Alienation includes, for example, donating real property, permitting an easement to be established on real property, or assigning the right to use real property. These policies are established based on the market value of the property to be sold or 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"> <li>Pastor</li> </ul>	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"> <li>Pastor (with the advice of parish finance council)</li> <li>College of Consultors</li> <li>Archdiocesan Finance Council</li> <li>Archbishop</li> </ul>	USCCB, Code of Canon Law
Over \$3,500,000		<ul style="list-style-type: none"> <li>Pastor (with the advice of parish finance council)</li> <li>College of Consultors</li> <li>Archdiocesan Finance Council</li> <li>Archbishop</li> <li>The Holy See</li> </ul>	

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



## Review Procedure for Sale or Alienation of Parish Real Property

1. The pastor/administrator should first contact the Director of Real Estate. The Director of Real Estate will assist with identifying an unbiased professional appraiser, reviewing any proposals or offers, and preparing the proper documents for the real estate transaction. When applicable, the Director of Real Estate will also help the pastor/administrator identify and prepare the documents necessary for canonical approval, including Form A. 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 transaction (through submitting Form A), if required, and working with the Director of Real Estate 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 pertinent to the transaction.
3. The pastor/administrator should submit the documents to the Director of Real Estate 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 Real Estate 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 Policy 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"> <li>Pastor (with the advice of finance council)</li> <li>Archbishop (who may wish to seek advice from the College of Consultors)</li> </ul>	USCCB and Archdiocesan Policy
Less than or equal to \$100,000	Less than or equal to 1 year	<ul style="list-style-type: none"> <li>Pastor (with the advice of finance council)</li> </ul>	Archdiocesan Policy, USCCB
Exceeds \$100,000	Any length	<ul style="list-style-type: none"> <li>Pastor (with the advice of finance council)</li> <li>Archbishop (who may wish to seek advice from the College of Consultors)</li> </ul>	USCCB and Archdiocesan Policy
Exceeds \$5,000,000	Any length	<ul style="list-style-type: none"> <li>Pastor (with the advice of finance council)</li> <li>College of Consultors</li> <li>Archdiocesan Finance Council</li> <li>Archbishop</li> <li>The Holy See</li> </ul>	



## Review Procedure for Leasing Parish Property

1. The pastor/administrator should first contact the Director of Real Estate. When the canonical approval of the College of Consultors is required, the pastor/administrator, in cooperation with the Director of Real Estate, 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 Real Estate to negotiate and compile the basic terms of the proposed lease. The Director of Real Estate will contact the Office of 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 conduct 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 Real Estate.

3. The Director of Real Estate 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 Real Estate, the Office of General Counsel will draft a lease to present to the leasing party.
5. The Director of Real Estate will work with the pastor/administrator to ensure that all insurance requirements and any required addendums are obtained from the leasing party.
6. Once the leasing party has signed the lease and provided all required documentation, the Director of Real Estate should submit the lease 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 Purchase of Real Property

The Contract Review Policy and Procedure for the purchase 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 purchased. To request canonical permission to purchase 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 Purchase 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"> <li>Pastor</li> </ul>	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"> <li>Pastor (with the advice of parish finance council)</li> <li>College of Consultors</li> <li>Archdiocesan Finance Council</li> <li>Archbishop</li> </ul>	USCCB, Code of Canon Law
Over \$3,500,000		<ul style="list-style-type: none"> <li>Pastor (with the advice of parish finance council)</li> <li>College of Consultors</li> <li>Archdiocesan Finance Council</li> <li>Archbishop</li> <li>The Holy See</li> </ul>	

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

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. The approval of a loan will be at the discretion of the Archbishop after hearing the College of Consultors. For purchases financed through loans or other financing mechanisms, please see the policies and procedures established on page 38.





## Review Procedure for Purchase of Real Property

1. The pastor/administrator should first contact the Director of Real Estate. The Director of Real Estate will assist with identifying an unbiased professional appraiser, reviewing any proposals or offers, and preparing the proper documents for the real estate transaction. When applicable, the Director of Real Estate will also help the pastor/administrator identify and prepare the documents necessary for canonical approval, including Form A. 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 transaction (through submitting Form A), if required, and working with the Director of Real Estate 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 pertinent to the transaction.
3. The pastor/administrator should submit the documents to the Director of Real Estate 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 Real Estate 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 Acceptance of Gifts of Real Property

The Contract Review Policy and Procedure for the acceptance of gifts of real property (e.g., buildings and land) is based on Canon 1295, which establishes that canonical approval must be obtained for transactions that can worsen the patrimonial condition of the parish. All proposals to accept a gift of real property must be reviewed by the Director of Real Estate and the Office of the General Counsel.

The question of whether a parish's acceptance of a particular piece of real property would worsen the parish's patrimonial condition does not necessarily correspond to the market value of the property. For instance, an appraisal of the property's fair market value may not account for a legal encumbrance on the property or an environmental hazard. Parishes also often receive gifts of real property as bequests, which may place restrictions on how the parish may use the property. So a degree of diligence is required before determining whether to accept a gift of real property, and whether canonical permission is required to do so.

## Review Procedure for Acceptance of Gifts of Real Property

1. The pastor/administrator should first contact the Director of Real Estate. The Director of Real Estate will assist the pastor/administrator in gathering the facts necessary to determine whether accepting the proposed gift could worsen the patrimonial condition of the parish.
2. The Director of Real Estate, in cooperation with the pastor/administrator, will work with the Office of the Moderator of the Curia and the Finance Department, and with the Office of the General Counsel and the Office of the Tribunal as necessary, to determine whether canonical approval of the acceptance is required.
3. If canonical approval is required, the pastor/administrator and Director of Real Estate shall work together to prepare and submit Form A to the College of Consultors.

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4. If it is determined that the parish may accept the property, either because the necessary canonical approval is granted or because it is determined that no canonical approval is necessary, the pastor should submit the documents for the acceptance of the property (e.g., a draft of the deed) to the Director of Real Estate 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.
5. The Director of Real Estate will review the documents for the real estate transaction prior to submitting the documentation to the Office of the General Counsel for final legal review.
6. When legal review is complete, the Director of Real Estate should deliver the documents to the Moderator of the Curia for any necessary signatures.
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 Significant Parish Expenditures

If the funding of a construction project or other significant parish expenditure (an expense over \$25,000) 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 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.

The policies and procedures for significant parish expenditures differ slightly based on the type of expenditure: construction or alteration to parish facilities, vendor or service agreements or other operating expenses, or financing programs such as capital campaigns, loans, or mortgages.

### Approval Required for Significant Parish Expenditures

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

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

<sup>3</sup> For parish expenditures under \$25,000, see the policies and procedures set out in Section IV.



## Review Procedures for Significant Parish Expenditures Relating to Construction or Alteration of Parish Facilities

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

Contracts for projects valued between \$25,000 and \$100,000 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 three written competitive proposals from pre-qualified, insured contractors. The Facilities Management Office can also review pricing for fairness.

The Archdiocesan Proposal Addendum (Attachment 6) 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 Office of the General Counsel for review before they are signed.

For agreements related to construction over \$25,000, please use Attachment 6.

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

1. The pastor should submit the Archdiocesan Proposal Addendum, along with the contractor's proposed statement of work, 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 Facilities Management Office will initially review the contract and will obtain approval from the Finance Department, prior to submitting the proposal to the Office of General Counsel for legal review.
3. The Office of the General Counsel will submit 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.

## Policy for 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 Facilities Management Office will guide the parish through the process of retaining an architect and/or engineer. Thereafter, the architect or engineer will prepare and issue the request for bids. A minimum of three bids should be obtained from fully insured, qualified firms. The Director of Real Estate will assist the parish in selecting the appropriate bid.

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 post a labor/performance bond for the project. 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. These documents will be provided by the Director of Real Estate.

**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 Real Estate or delegate 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 Facilities 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 Real Estate 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; and 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 33 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 Valued over \$100,000

1. The proposed project for construction, renovation, or other alteration to parish facilities 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). Contracts submitted to the Office of the General Counsel that require the review of the College of Consultors will be referred to the Director of Real Estate for initial handling.
2. The Director of Real Estate will initially review the contract and its attachments, and obtain approval from the Finance Department and the Consultors. 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 Real Estate.
3. The Director of Real Estate will submit the proposal to the Office of the General Counsel for final legal review.
4. After conducting a legal review of the proposal, the Office of the General Counsel will submit 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.



## Policy for Significant Parish Expenditures Relating to Vendors, Services, or Other Operating Expenses

All vendor, service, and maintenance agreements valued above \$25,000 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 (Attachment 7c).

## 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 7d). 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.

## Contracts valued between \$25,000 and \$100,000

Contracts for vendors, services, or other operating expenses valued between \$25,000 and \$100,000 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 three written competitive proposals from pre-qualified, insured service providers.

## Review Procedure for Significant Parish Expenditures Relating to Vendors, Services, or Other Operating Expenses Valued between \$25,000 and \$100,000

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 Office of General Counsel will obtain the Finance Department’s approval of the expenditure.
4. 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.
5. 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.
6. 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.
7. 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.

## Review Procedure for Significant Parish Expenditures Relating to Vendors, Services, or Other Operating Expenses Valued above \$100,000

Service agreements for over \$100,000 are rare. When considering such an agreement, the pastor/administrator should contact the Office of General Counsel, which will work with the Finance Office and the Office of the Moderator of the Curia to determine whether any additional levels of canonical approval are necessary beyond the signature of the Moderator of the Curia.



## Policy for Debt Financing Agreements

All debt financing mechanisms, whereby a parish incurs some debt in order to fund a transaction, such as a loan or a mortgage, require canonical approval.

### Review Procedure for Borrowing Money from the Corporation Sole

Any arrangement in which a parish borrows money from the corporation sole to purchase real property requires approval of the College of Consultors through submission of Form A. The procedure for submitting this Form A is contained within the procedures for obtaining approval of the purchase of real property.

Any loan to a parish from the corporation sole for a purpose *other* than buying real property requires approval of the College of Consultors through submission of Form B. A pastor/administrator seeking such a loan should submit the Form B under the procedure applicable based on the type of transaction.

### Review Procedure for Debt Financing Agreements with Third Parties

Any arrangement in which a parish borrows money from a third party for any purpose, such as a line of credit from a bank, requires approval from the College of Consultors through submission of Form B.

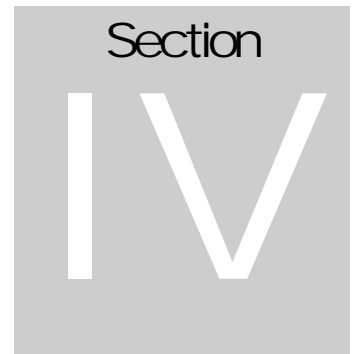
If a debt financing agreement is unrelated to any particular transaction, the agreement should be submitted to the Director of Real Estate with a completed Request for Contract Review and should be accompanied by a completed Form B. The Director of Real Estate will then work with the Finance Department to present the request to the College of Consultors before the Office of General Counsel begins its legal review of the agreement.

If a debt financing agreement is proposed to fund a specific transaction or transactions, then the debt financing agreement should be submitted, along with a completed Form B, with the proposal to enter into the



SECTION III: PARISH TRANSACTIONS REQUIRING  
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underlying transaction, according to the procedure applicable based on the type of that transaction.



## Section IV: Parish Transactions Not Requiring Canonical Permission

There are two types of parish transactions that require neither canonical nor legal approval: expenditures relating to construction or alteration of parish facilities for under \$25,000, and expenditures relating to vendors, services, or other operating expenses under \$25,000 (termed “ordinary parish expenditures” for the purposes of these policies and procedures). Although archdiocesan policies and procedures do not require that such contracts be submitted for legal review, the pastor/administrator must still follow certain procedures when entering them.

The parameters for parish transactions that do not require canonical permission are set forth immediately below. Section IV is structured as follows:

- 1) Policy for Ordinary Parish Expenditures Relating to  
Construction or Alteration of Parish Facilities
  - a. Procedure for Ordinary Parish Expenditures Relating to  
Construction or Alteration of Parish Facilities
- 2) Policy for Ordinary Parish Expenditures Relating to Vendors,  
Services, or Other Operating Expenses
  - a. Procedure for Ordinary Parish Expenditures Relating to  
Vendors, Services, or Other Operating Expenses

## Policy for Ordinary Parish Expenditures Relating to Construction or Alteration of Parish Facilities

The pastor has the canonical authority to sign contracts relating to construction or alteration of parish facilities for under \$25,000. Although archdiocesan policy does not require that such contracts be submitted for archdiocesan legal review prior to signing, the pastor must follow the procedures and observe the requirements established in this section. Pastors are encouraged to contact the Facilities Management Office and/or the Office of General Counsel for assistance if any questions arise.

All agreements for construction or alteration of parish facilities must be in writing. 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 that 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.

## Procedure for Ordinary Parish Expenditures Relating to Construction or Alteration of Parish Facilities

1. Refer to and follow the steps outlined in Office of General Counsel's training materials on contracts for ordinary parish expenditures, including the "Decision Tree: Guide to Contract Review" document.
2. Sign the contract and save a copy of the contract, signed by both parties, in the parish's files.
3. Complete the Checklist for Policy Compliance and keep a copy in the parish's files.

## Policy for Ordinary Parish Expenditures Relating to Vendors, Services, or Other Operating Expenses

All agreements for vendors, services, and other operating expenses must be in writing. This category refers to agreements that a parish or department enters into with independent service providers, such as nurses, counselors, tutors, janitors, caterers, utility providers, and maintenance companies, including maintenance of parish grounds or heating and air conditioning systems.

### Required Insurance

All service providers, vendors, or 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 – please refer to the Office of General Counsel's training materials on ordinary parish expenditures for guidance, or contact Catholic Mutual or the Office of General Counsel for assistance.

## 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 service providers 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 service provider must conduct 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 7d). The Addendum should be presented to the service provider at the beginning of contract negotiations, so that they are aware of our requirements.

### Agreements for Routine or Frequent Services or Maintenance

Parishes often contract with maintenance companies, handymen, plumbers, electricians, or other service providers who perform work for the parish on a regular, frequent, or as-needed 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 reviewing many individual contracts for compliance with archdiocesan requirements.

The Retainer and Indemnity Agreement (Attachments 8a-8c) 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 are encouraged to contact the Office of General Counsel for guidance.

### Procedure for Ordinary Parish Expenditures Relating to Vendors, Services, and Other Operating Expenses

1. Refer to and follow the steps outlined in Office of General Counsel's training materials on contracts for ordinary parish expenditures, including the "Decision Tree: Guide to Contract Review" document.
2. Sign the contract and save a copy of the contract, signed by both parties, in the parish's files.
3. Complete the Checklist for Policy Compliance and keep a copy in the parish's files.





ARCHDIOCESE OF WASHINGTON

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Contract Review Policies and Procedures (2015)

Attachments

# Request for Contract Review

(Attachment 1)

Instructions: Fill in White Fields Only.

<b>From:</b>		<b>Date:</b>	
<b>Parish / Department:</b>		<b>Phone Number:</b>	
<b>Address:</b>		<b>Email Address:</b>	
<b>STEP ONE: Read the Contract</b>			
<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>			
<b>STEP TWO: Provide Information (a brief explanation of the purpose of the contract)</b>			
<b><u>Total Value of Contract:</u></b>	<b><u>Duration of Contract</u></b>	<b><u>Deadline for Signature</u></b>	
<b>STEP THREE: Authorize this contract for review</b>			
<b>Signature of Pastor or Archdiocesan Department Head:</b>		<b>Date:</b>	
<b>STEP FOUR: Identify the type of Contract (please check one and submit this form to designated individual)</b>			
<b>Construction (buildings, renovations, roofing, etc.)</b>	<input type="checkbox"/>	Send this form and its attachments to Michelle Shelton: <a href="mailto:facilitiescontracts@adw.org">facilitiescontracts@adw.org</a> ; or fax (301) 853-7665	
<b>Real Estate or Long-term Lease (selling or leasing property)</b>	<input type="checkbox"/>	Send this form and its attachments to Michelle Shelton: <a href="mailto:realestate@adw.org">realestate@adw.org</a> ; or fax (301) 853-7665	
<b>Vendor or Services (janitors, caterers, consultants, etc.)</b>	<input type="checkbox"/>	Send this form and its attachments to Christopher Anzidei: <a href="mailto:legaladmin@adw.org">legaladmin@adw.org</a> ; or fax (301) 853-7662	
<b>Short-Term Facilities Usage (parties, retreats, festivals, other special events)</b>	<input type="checkbox"/>	Send this form and its attachments to Emily Colangelo: <a href="mailto:DCCContracts@catholicmutual.org">DCCContracts@catholicmutual.org</a> ; or fax (703) 841-1217	

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

# UNAFFILIATED ORGANIZATION AGREEMENT

(Attachment 2a)

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.
9. The undersigned representative of the ORGANIZATION has authority to execute this Agreement and represents and warrants that it has advised every member of the ORGANIZATION of its contents.

ORGANIZATION

PARISH

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

# **FACILITY USAGE/INDEMNITY AGREEMENT**

**(Attachment 2b)**

PARISH: \_\_\_\_\_  
PARISH is understood to include the Archdiocese of Washington

FACILITY USER: \_\_\_\_\_

DATES AND TIMES OF FACILITY USAGE: \_\_\_\_\_

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

FEE: \_\_\_\_\_

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. FACILITY USER shall abide by all applicable laws and regulations, including regulations governing permissible levels of noise, and protect, hold harmless, and indemnify PARISH against any charges, fines, fees, or costs assessed against PARISH in connection with FACILITY USER's violation of any law or regulation. FACILITY USER shall promptly and fully comply with any request by the PARISH to reduce the amount of noise created by FACILITY USER's event. If FACILITY USER fails to so comply, 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.

FACILITY USER shall be responsible for obtaining and maintaining at its own expense, and represents and warrants that it now has, all licenses, permits and certifications required by any government agency or professional licensing organization. FACILITY USER shall comply with all laws and regulations applicable to its business, and shall conduct its business in a manner consistent with the highest professional standards in its industry. FACILITY USER shall pay all fees, fines, taxes, and any other costs, including reasonable attorney's fees, assessed against or incurred by the PARISH in connection with any action or controversy relating to the conformity of the PARISH's property's uses under this agreement with property's tax exemption, the compatibility of the FACILITY USER's activities on the PARISH's property with the PARISH's certificate of occupancy for the property, or any other alleged zoning or regulatory infraction relating to FACILITY USER's activities on the Parish's property.

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.

*Additional terms and conditions (PARISH USE ONLY):*

FACILITY USER:

Signature: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARISH:

Signature: \_\_\_\_\_  
(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITY USAGE/INDEMNITY AGREEMENT**  
**FOR FACILITY USAGE INVOLVING MINORS**  
**(Attachment 2c)**

PARISH: \_\_\_\_\_  
PARISH is understood to include the Archdiocese of Washington.

FACILITY USER: \_\_\_\_\_

DATES AND TIMES OF FACILITY USAGE: \_\_\_\_\_

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

FEE: \_\_\_\_\_

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. 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. FACILITY USER shall abide by all applicable laws and regulations, including regulations governing permissible levels of noise, and protect, hold harmless, and indemnify PARISH against any charges, fines, fees, or costs assessed against PARISH in connection with FACILITY USER's violation of any law or regulation. FACILITY USER shall promptly and fully comply with any request by the PARISH to reduce the amount of noise created by FACILITY USER's event. If FACILITY USER fails to so comply, 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.

FACILITY USER shall be responsible for obtaining and maintaining at its own expense, and represents and warrants that it now has, all licenses, permits and certifications required by any government agency or professional licensing organization. FACILITY USER shall comply with all laws and regulations applicable to its business, and shall conduct its business in a manner consistent with the highest professional standards in its industry. FACILITY USER shall pay all fees, fines, taxes, and any other costs, including reasonable attorney's fees, assessed against or incurred by the PARISH in connection with any action or controversy relating to the conformity of the PARISH's property's uses under this agreement with property's tax exemption, the compatibility of the FACILITY USER's activities on the PARISH's property with the PARISH's certificate of occupancy for the property, or any other alleged zoning or regulatory infraction relating to FACILITY USER's activities on the Parish's property.

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.

*Additional terms and conditions (PARISH USE ONLY):*

FACILITY USER:

Signature: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARISH:

Signature: \_\_\_\_\_  
(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITY USAGE/INDEMNITY AGREEMENT**  
**INCLUDING FOOD AND LIQUOR LIABILITY**  
**(Attachment 2d)**

PARISH: \_\_\_\_\_

PARISH is understood to include the Archdiocese of Washington.

FACILITY USER: \_\_\_\_\_

DATES AND TIMES OF FACILITY USAGE: \_\_\_\_\_

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

FEE: \_\_\_\_\_

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 if food will be served at the event and liquor liability coverage if alcohol will be served at the event. 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. FACILITY USER shall abide by all applicable laws and regulations, including regulations governing permissible levels of noise, and protect, hold harmless, and indemnify PARISH against any charges, fines, fees, or costs assessed against PARISH in connection with FACILITY USER's violation of any law or regulation. FACILITY USER shall promptly and fully comply with any request by the PARISH to reduce the amount of noise created by FACILITY USER's event. If FACILITY USER fails to so comply, 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.

FACILITY USER shall be responsible for obtaining and maintaining at its own expense, and represents and warrants that it now has, all licenses, permits and certifications required by any government agency or professional licensing organization. FACILITY USER shall comply with all laws and regulations applicable to its business, and shall conduct its business in a manner consistent with the highest professional standards in its industry. FACILITY USER shall pay all fees, fines, taxes, and any other costs, including reasonable attorney's fees, assessed against or incurred by the PARISH in connection with any action or controversy relating to the conformity of the PARISH's property's uses under this agreement with property's tax exemption, the compatibility of the FACILITY USER's activities on the PARISH's property with the PARISH's certificate of occupancy for the property, or any other alleged zoning or regulatory infraction relating to FACILITY USER's activities on the Parish's property.

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.

*Additional terms and conditions (PARISH USE ONLY):*

FACILITY USER:

PARISH:

Signature: \_\_\_\_\_  
(Must be an official agent of FACILITY USER)

Signature: \_\_\_\_\_  
(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## THE ANNUAL CHARTER AGREEMENT BETWEEN:

\_\_\_\_\_ and the \_\_\_\_\_ Council, BSA  
 Name of organization

☐ Pack ☐ Troop ☐ Team ☐ Crew ☐ Ship 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, employees and volunteers currently registered with Boy Scouts of America. Coverage is provided with respect to claims arising out of an official Scouting activity with the exception that the coverage is excess over any insurance which may be available to the volunteer for loss arising from the ownership, maintenance, or use of a motor vehicle or watercraft. This insurance is only available while the vehicle or watercraft is in the actual use of a Scouting unit and being used for a Scouting purpose.  
  
The insurance provided unregistered Scouting volunteers through the BSA general liability insurance program is excess over any other insurance the volunteer might have to his or her benefit, usually a homeowner's, personal liability, or auto liability policy.
- Provide camping facilities, a service center, and a full-time professional staff to assist the organization in every way possible.

Signed \_\_\_\_\_  
 For the chartered organization

Signed \_\_\_\_\_  
 For the BSA local council

Date \_\_\_\_\_

See other side for discussion guide.

Attachment 4

**ARCHDIOCESE OF WASHINGTON - 0180**  
**APPLICATION FOR SPECIAL EVENTS COVERAGE**

**Coverage Limit:** \$1,000,000 Combined Single Limit Bodily Injury and Host Liquor Liability, \$500,000 Property Damage Liability.

Includes \$100,000 for Defense Costs for Sexual Misconduct, excluding overnight events (*see below for purchase options*).

Coverage provided is per event (not per claim). **Submission of application does not bind coverage - all events are subject to approval.**

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

**Cost of Coverage: \$125 Per Event**

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

**Name of Parish or Institution:** \_\_\_\_\_

**Street (Physical) Address (NO P.O. BOXES):** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Lessee (Additional Insured) Information:**

Name of Sponsoring Organization or Individual Requesting Coverage

(Please **Print** Lessee Name(s) or Organization)

**Lessee (Additional Insured) Contact Person:**

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Name and address of Lessee's Parish:** \_\_\_\_\_

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

(Please **Print** E-mail(s) Clearly)

**Date of Event:** \_\_\_\_\_

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

**Time of Event:** From \_\_\_\_\_ To \_\_\_\_\_

**Is this an overnight event?**

Yes

No

**Approx. Number of Participants:** \_\_\_\_\_

**Is Food Being Served?**

Yes

No

**Will there be alcohol at the event?**

Yes

No

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

Does this event require the additional coverage? Yes No

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

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

- Any carnival event
- Fireworks & fireworks displays
- Events involving 'BYOB' (Bring your own bottle)
- Events involving pool or lake activities
- Events involving recreational vehicles
- Events with attendance of more than 1,000 persons
- Non-religious or non-educational music concerts or dance parties
- Events organized or operated by professional promoters/performers
- Organized sporting events, including tournaments & camps (some sporting activities are allowed and must be pre-approved).
- Events where a fee or admission is charged, unless all proceeds go to charity
- Political Rallies
- Amusement rides, including mechanically operated devices, trampolines, & rebounding devices

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

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

Do you want to apply for this coverage? Yes No

**ADDITIONAL CHARGES WILL APPLY FOR:**

- Events which exceed 3 days in duration (charge TBD)
- Inflatable Amusement Device (A charge of \$100 per device applies. Must be pre-approved, picture required.)

**MAKE CHECK PAYABLE TO:  
ARCHDIOCESE OF  
WASHINGTON**

**RETURN WITH FORM TO:**

Catholic Mutual Group  
200 North Glebe Road, Suite 714  
Arlington, VA 22203

**IN THE EVENT OF A CLAIM, PLEASE CONTACT C.M.G. AGENCY CLAIMS DEPT: 800-228-6108**

# ADDENDUM TO LEASE

(Attachment 5a)

**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 related in any way to TENANT's use, including but not limited to those claims which are caused or brought by TENANT, or its employees, agents, students, 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:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
(LANDLORD is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(PRINT NAME)

By: \_\_\_\_\_  
(PRINT 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 POTENTIAL CONTACT WITH MINORS

(Attachment 5b)

**GENERAL LIABILITY INSURANCE:** TENANT shall maintain general liability insurance of not less than one million dollars (\$1,000,000) 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. 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 related in any way to TENANT's use, including but not limited to those claims which are caused or brought by TENANT, or its employees, agents, students, members or officers.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** TENANT agrees to be responsible for screening and conducting background checks of all of its employees, agents, members, officers, volunteers and contractors. TENANT shall not permit any employee, agent, member, officer, volunteer, or contractor of TENANT to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, volunteer, or contractor has been convicted of any sexual offense or any crime of violence as defined in § 14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If a contractor uses a subcontractor in the course of performing its work for TENANT, TENANT shall impose via written contract with the contractor the same requirements and prohibitions on the contractor that this paragraph imposes on TENANT.

**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 one million dollars (\$1,000,000) 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:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
(LANDLORD is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(PRINT NAME)

By: \_\_\_\_\_  
(PRINT 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

(Attachment 6)

The 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.

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. 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 will obtain Builder's Risk and Boiler and Machinery Coverage 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.

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 the same levels of general liability insurance, worker's compensation insurance and automobile liability insurance required of Contractor herein.

It is further agreed that Contractor agrees to protect, indemnify, defend and hold harmless the Owner against and from any claim or lien or cause of action arising out of or from any negligence or other actionable fault of Contractor or its employees, agents, members or officers. 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.

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

Contractor shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of Contractor. Whenever and as often as any mechanic's lien or supplier's lien shall have been filed against Owner's property based upon any, alleged or actual, act or omission of Contractor or of anyone claiming through Contractor, Contractor shall, within thirty (30) days of after such lien is filed, take such action by bonding, deposit or payments as will remove or satisfy the lien or will furnish reasonable security to Owner affording protection against such lien. 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.

Accepted by Contractor \_\_\_\_\_ DATE: \_\_\_\_\_

Accepted by Owner \_\_\_\_\_ DATE: \_\_\_\_\_

# **ADDENDUM TO SERVICE CONTRACT**

## **(Attachment 7a)**

**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.

**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/SERVICE PROVIDER'S business 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, with proof that the PARISH is included as an additional named insured on all policies other than Workers' Compensation.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED 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.*

*Revised 12/19*

# ADDENDUM TO SERVICE CONTRACT

INCLUDING FOOD AND/OR LIQUOR LIABILITY

(Attachment 7b)

**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, including food liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving food and liquor liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving alcohol.

**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/SERVICE PROVIDER'S business 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed 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.*

*Revised 6/15*

**ADDENDUM TO SERVICE CONTRACT**  
**INCLUDING PROFESSIONAL LIABILITY**  
**(Attachment 7c)**

**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 and a minimum of one million dollars (\$1,000,000) professional liability coverage.

**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/SERVICE PROVIDER'S business 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, and CONTRACTOR/SERVICE PROVIDER agrees to name the PARISH as additional insured and certificate holder on all required insurance coverages other than worker's compensation and professional liability.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

BY: \_\_\_\_\_  
PRINTED NAME

BY: \_\_\_\_\_  
PRINTED 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.*

*Revised 6/15*

# **ADDENDUM TO SERVICE CONTRACT FOR SERVICES INVOLVING POTENTIAL CONTACT WITH MINORS**

**(Attachment 7d)**

**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.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

CONTRACTOR/SERVICE PROVIDER shall provide the PARISH with, and maintain documentation of, proof that it has complied with the background check and disqualifying offenses requirements set forth in this Addendum. CONTRACTOR/SERVICE PROVIDER shall be responsible to ensure that all new and existing employees remain in compliance with these requirements at all times. CONTRACTOR/SERVICE PROVIDER shall immediately remove any employee who is not in compliance with the background check requirements, or any employee whose conduct is deemed by the Parish, School, or Archdiocese of Washington, in their sole discretion, to be objectionable, unsafe, or detrimental to the safety and well-being of any children, staff, volunteers, visitors, or other facility users.

**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 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, with proof that PARISH is an *additional named insured* on all liability policies.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

BY: \_\_\_\_\_  
PRINTED NAME

BY: \_\_\_\_\_  
PRINTED 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  
INCLUDING FOOD AND LIQUOR LIABILITY  
(Attachment 7e)**

**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, including food liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving food and liquor liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving alcohol, and 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.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

**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/SERVICE PROVIDER'S business 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

BY: \_\_\_\_\_  
PRINTED NAME

BY: \_\_\_\_\_  
PRINTED 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  
INCLUDING PROFESSIONAL LIABILITY  
(Attachment 7f)**

**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) professional liability coverage and 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.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** If CONTRACTOR/SERVICE PROVIDER knows or reasonably should know that the work or services to be performed under this agreement will take place in whole or in part on the grounds of a school, then the terms of this paragraph apply to CONTRACTOR/SERVICE PROVIDER. CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

**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/SERVICE PROVIDER'S business 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

BY: \_\_\_\_\_  
PRINTED NAME

BY: \_\_\_\_\_  
PRINTED 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.*

*Revised 6/15*

# **ADDENDUM TO SERVICE CONTRACT**

**(Attachment 7g)**

**GENERAL LIABILITY INSURANCE:** While CONTRACTOR/SERVICE PROVIDER is performing services for the ARCHDIOCESE OF WASHINGTON (INCLUDING ANY PARISH) (together, "ARCHDIOCESE"), CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence.

**CYBER-LIABILITY INSURANCE:** While CONTRACTOR/SERVICE PROVIDER is performing services for the ARCHDIOCESE, CONTRACTOR/SERVICE PROVIDER shall maintain cyber-liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence.

**FIDELITY INSURANCE:** While CONTRACTOR/SERVICE PROVIDER is performing services for the ARCHDIOCESE, CONTRACTOR/SERVICE PROVIDER shall maintain fidelity insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence.

**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/SERVICE PROVIDER'S business 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 ARCHDIOCESE, and CONTRACTOR/SERVICE PROVIDER agrees to name ARCHDIOCESE as additional insured and certificate holder on all required insurance coverages, other than worker's compensation.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the ARCHDIOCESE 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. ARCHDIOCESE does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. Except in the case of any claim or action arising from a claim or action involving a security or data breach for which CONTRACTOR/SERVICE PROVIDER is responsible, ARCHDIOCESE 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 ARCHDIOCESE that is covered by such insurance. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** ARCHDIOCESE may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of ARCHDIOCESE's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from ARCHDIOCESE.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR/SERVICE PROVIDER and ARCHDIOCESE agree that this addendum overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and ARCHDIOCESE 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 ARCHDIOCESE 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:**

**ARCHDIOCESE OF WASHINGTON:**

(including any of its Parishes)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED NAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **RETAINER AND INDEMNITY AGREEMENT**

(Attachment 8a)

**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.

**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 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER’S liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days’ written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH’S default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED NAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RETAINER AND INDEMNITY AGREEMENT**  
**INCLUDING FOOD AND/OR LIQUOR LIABILITY**  
(Attachment 8b)

**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:** 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, including food liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving food, and liquor liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving alcohol.

**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 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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. 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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER’S liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days’ written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED NAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **RETAINER AND INDEMNITY AGREEMENT FOR SERVICES INVOLVING POTENTIAL CONTACT WITH MINORS**

(Attachment 8c)

**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 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.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH’s school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in § 14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

**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 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.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** 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.



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. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from 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:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED NAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FUNDRAISING AGREEMENT**

**between**

**PARISH and** \_\_\_\_\_

This Fundraiser Agreement (“Agreement”) is entered into by and between \_\_\_\_\_  
\_\_\_\_\_ Parish (the “Parish”), located at \_\_\_\_\_, and  
\_\_\_\_\_ (the “Organization”),  
located at \_\_\_\_\_, for the purpose of holding  
a \_\_\_\_\_ (the “Program”) for the benefit of the Parish during \_\_\_\_\_.

WHEREAS, the Parish has informed Organization that it would like to hold  
for the benefit of the Parish and to provide its parishioners and neighbors with access to  
;

WHEREAS, the Parish does not have the ability to run a \_\_\_\_\_ ;

WHEREAS, the Organization has a long-standing history of providing  
;

WHEREAS, the Organization has the required staff and equipment for running a  
on the Parish’s behalf;

WHEREAS, the Parish (as a division of the Archdiocese of Washington) owns the  
property located at \_\_\_\_\_ ;

THEREFORE, the parties hereby agree to the following:

A. The Parish agrees to:

1. Give the Organization access to the Parish property (“Property”) identified in Exhibit A. The contact for access to the property and for making all arrangements is: \_\_\_\_\_ (telephone: \_\_\_\_\_);
2. Such access to the property shall begin on [date] and end on [date] with the understanding that the Program’s operating hours will be between [insert days and times]. Such access shall be for the sole purposes of conducting the Program;
3. Provide the Organization’s staff with access to [certain areas of the parish facilities, e.g., bathrooms]; and

B. The Organization agrees to:

1. Run the Program, as more particularly described in Exhibit B;
2. Include in the Organization’s advertisements for the Program the statement “A portion of all proceeds benefit \_\_\_\_\_ Church [and School]”;
3. Use the Property for the operation of the Program, and for no other purpose;
4. At the sole cost and expense of the Organization, observe, comply with, and indemnify the Parish for any fines levied under all laws, requirements, rules, orders, ordinances and regulations applicable to the Property, including, but not limited to, acquiring all required

**(Attachment 9a)**

permits from Montgomery County, Maryland. Notwithstanding the duties of the indemnifier as stated in this paragraph (B)(4), the Parish retains the right to defend itself in coordination with the Organization at the sole cost and expense of the Organization in any proceeding before the Montgomery County or Maryland government.

5. 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 Organization, or its employees, agents, members, or officers. The Parish does not waive or limit any rights of recovery against the Organization for any damages resulting from the negligent or willful acts of the Organization associated with the contract.
6. Provide a certificate of insurance to the Parish, which provides evidence of workers' compensation coverage as required by law, automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the Program in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident, and general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. The Organization also agrees to have the Parish named as an "Additional Insured" on its general liability policy for the dates of [insert dates of Program] in relationship to the Organization for claims which arise out of Organization's operations or are brought against the Parish by the Organization's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. The Organization 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.

**C. Proceeds from the Program**

1. Because the Parish does not have the ability or capacity to direct, manage and operate the accounting process for the Program, the Organization will collect payments, provide receipts, and keep accurate accountings for all sales.
2. The Organization will provide the Parish with a final accounting of income and expenses for the Program.
3. The proceeds of the Program shall be divided as follows:
  - a. The Organization shall contribute to the Parish \_\_\_\_% of all registration fees for the Program.

All modifications to this Agreement shall be in writing and mutually agreed upon by both parties. This Agreement constitutes the entire agreement between the parties regarding the Program and it supersedes all prior discussions, understandings or agreements between the parties. Neither party shall have the right to assign rights, obligations or interests in and to this Agreement without the prior written consent of the other party to this Agreement. If any clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then only such clause or provision shall be held ineffective, as though not contained herein, and the remainder of this Agreement shall remain operative in full force and effect.

**(Attachment 9a)**

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the dates shown below:

**PARISH:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
PRINTED NAME

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(Attachment 9a)**

**EXHIBIT A**

[description of / diagram of property]

**(Attachment 9a)**

**EXHIBIT B**

[Program brochure or other description of content of the Program]

**FUNDRAISING AGREEMENT**

**between**

**PARISH and** \_\_\_\_\_

This Fundraiser Agreement (“Agreement”) is entered into by and between \_\_\_\_\_  
\_\_\_\_\_ Parish (the “Parish”), located at \_\_\_\_\_,  
and \_\_\_\_\_ (the “Organization”),  
located at \_\_\_\_\_, for the purpose of holding  
a [description of program] (the “Program”) for the benefit of the Parish during [insert dates].

WHEREAS, the Parish has informed Organization that it would like to hold [description of program] for the benefit of the Parish and to provide its parishioners and neighbors with access to [description of program];

WHEREAS, the Parish does not have the ability to run a [description of program];

WHEREAS, the Organization has a long-standing history of providing [description of program];

WHEREAS, the Organization has the required staff and equipment for running a [description of program] on the Parish’s behalf;

WHEREAS, the Parish (as a division of the Archdiocese of Washington) owns the property located at \_\_\_\_\_;

THEREFORE, the parties hereby agree to the following:

A. The Parish agrees to:

1. Give the Organization access to the Parish property (“Property”) identified in Exhibit A. The contact for access to the property and for making all arrangements is: \_\_\_\_\_ (telephone: \_\_\_\_\_);
2. Such access to the property shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ with the understanding that the Program’s operating hours will be between \_\_\_\_\_. Such access shall be for the sole purposes of conducting the Program;
3. Provide the Organization’s staff with access to \_\_\_\_\_; and

B. The Organization agrees to:

1. Run the Program, as more particularly described in Exhibit B;
2. Include in the Organization’s advertisements for the Program the statement “A portion of all proceeds benefit \_\_\_\_\_ Church [and School]”;
3. Use the Property for the operation of the Program, and for no other purpose;
4. At the sole cost and expense of the Organization, observe, comply with, and indemnify the Parish for any taxes, fees, and fines levied under all laws, requirements, rules, orders, ordinances and regulations applicable to the Property, including, but not limited to,

**(Attachment 9b)**

acquiring all required permits from Montgomery County, Maryland. Notwithstanding the duties of the indemnifier as stated in this paragraph (B)(4), the Parish retains the right to defend itself in coordination with the Organization at the sole cost and expense of the Organization in any proceeding before the Montgomery County or Maryland government.

5. 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 Organization, or its employees, agents, members, or officers. The Parish does not waive or limit any rights of recovery against the Organization for any damages resulting from the negligent or willful acts of the Organization associated with the contract.
6. Provide a certificate of insurance to the Parish, which provides evidence of workers' compensation coverage as required by law, automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the Program in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident, and general liability coverage 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. The Organization also agrees to have the Parish named as an "Additional Insured" on its general liability policy for the dates of [insert dates of Program] in relationship to the Organization for claims which arise out of Organization's operations or are brought against the Parish by the Organization's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. The Organization 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.
7. Be responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers and contractors. The Organization shall not permit any employee, agent, member, officer, or volunteer of the Program to enter the premises of the Parish, including, if applicable, the Parish's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If the Organization uses a subcontractor in the course of performing its obligations to the Parish, the Organization shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on the Organization.

**C. Proceeds from the Program**

1. Because the Parish does not have the ability or capacity to direct, manage and operate the accounting process for the Program, the Organization will collect payments, provide receipts, and keep accurate accountings for all sales.
2. The Organization will provide the Parish with a final accounting of income and expenses for the Program.
3. The proceeds of the Program shall be divided as follows:
  - a. The Organization shall contribute to the Parish \_\_\_\_% of all registration fees for the Program.



**(Attachment 9b)**

All modifications to this Agreement shall be in writing and mutually agreed upon by both parties. This Agreement constitutes the entire agreement between the parties regarding the Program and it supersedes all prior discussions, understandings or agreements between the parties. Neither party shall have the right to assign rights, obligations or interests in and to this Agreement without the prior written consent of the other party to this Agreement. If any clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then only such clause or provision shall be held ineffective, as though not contained herein, and the remainder of this Agreement shall remain operative in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the dates shown below:

**PARISH:**

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Attachment 9b)**

**EXHIBIT A**

[description of/diagram of property]

**(Attachment 9b)**

**EXHIBIT B**

[Program brochure or other description of content of the Program]

# HOLD HARMLESS/INDEMNITY AGREEMENT

FOR PERFORMERS, MUSICIANS, CRAFTS SALES, AND OTHER SMALL VENDORS  
(Attachment 10a)

PARISH: \_\_\_\_\_  
(PARISH is understood to include the Archdiocese of Washington)

VENDOR: \_\_\_\_\_

TYPE OF VENDOR: \_\_\_\_\_

DATES AND TIMES OF USE OR EVENT: \_\_\_\_\_

PARISH hereby grants VENDOR a license to enter PARISH's property on the DATES OF USE identified above to perform the services or business customary to those of VENDOR's type.

The above named VENDOR 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 VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR 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. VENDOR also agrees to have the PARISH named as an **"Additional Insured"** on its general liability policy for the DATES OF PARISH FESTIVAL OR EVENT in relationship to the VENDOR'S activities. It is agreed that VENDOR 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** VENDOR fails to comply with the above (third) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATES OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE: \_\_\_\_\_  
(Must be an official agent of VENDOR)

NAME AND TITLE: \_\_\_\_\_

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

**LICENSE AND FUNDRAISING AGREEMENT**  
FOR PERFORMERS, MUSICIANS, CRAFTS SALES, AND OTHER SMALL VENDORS  
(DONATION BY INCOME)  
(Attachment 10b)

PARISH: \_\_\_\_\_  
(PARISH is understood to include the Archdiocese of Washington)

VENDOR: \_\_\_\_\_

TYPE OF VENDOR: \_\_\_\_\_

DATES AND TIMES OF USE OR EVENT: \_\_\_\_\_

The above named VENDOR and the above named PARISH hereby enter this agreement regarding a fundraising event for the PARISH. PARISH hereby grants VENDOR a license to enter PARISH's property on the DATES OF USE identified above and sell VENDOR's goods at a specific table, plot, or location to be determined by the PARISH. In consideration for that license, VENDOR hereby agrees to donate to PARISH either ☐ the first \$\_\_\_\_ of VENDOR's gross revenue from the event or ☐ \_\_\_\_% of VENDOR's gross revenue from the event.

VENDOR agrees to defend, protect, indemnify, and hold harmless the PARISH against and from all claims arising from the negligence or fault of the above named VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR 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. VENDOR also agrees to have the PARISH named as an **"Additional Insured"** on its general liability policy for the DATES OF USE in relationship to the VENDOR'S activities. VENDOR 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** VENDOR fails to comply with the above (third) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATES OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE: \_\_\_\_\_  
(Must be an official agent of VENDOR)

NAME AND TITLE: \_\_\_\_\_

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

LICENSE AND FUNDRAISING AGREEMENT  
FOR PERFORMERS, MUSICIANS, CRAFTS SALES, AND OTHER SMALL VENDORS  
(FLAT DONATION)  
(Attachment 10c)

PARISH: \_\_\_\_\_  
(PARISH is understood to include the Archdiocese of Washington)

VENDOR: \_\_\_\_\_

TYPE OF VENDOR: \_\_\_\_\_

DATES AND TIMES OF USE OR EVENT: \_\_\_\_\_

The above named VENDOR and the above named PARISH hereby enter this agreement regarding a fundraising event for the PARISH. PARISH hereby grants VENDOR a license to enter PARISH's property on the DATES OF USE identified above and sell VENDOR's goods at a specific table, plot, or location to be determined by the PARISH. In consideration for that license, VENDOR hereby agrees to donate \$\_\_\_\_\_ to PARISH.

VENDOR agrees to defend, protect, indemnify, and hold harmless the PARISH against and from all claims arising from the negligence or fault of the above named VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR 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. VENDOR also agrees to have the PARISH named as an **"Additional Insured"** on its general liability policy for the DATES OF USE in relationship to the VENDOR'S activities. VENDOR 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** VENDOR fails to comply with the above (third) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATES OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE: \_\_\_\_\_  
(Must be an official agent of VENDOR)

NAME AND TITLE: \_\_\_\_\_

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

RETAINER  
AND HOLD HARMLESS/INDEMNITY AGREEMENT  
FOR PERFORMERS, MUSICIANS, CRAFTS SALES, AND OTHER SMALL VENDORS  
(Attachment 10d)

PARISH: \_\_\_\_\_  
(PARISH is understood to include the Archdiocese of Washington)

VENDOR: \_\_\_\_\_

TYPE OF VENDOR: \_\_\_\_\_

DATES AND TIMES OF USE OR EVENT: \_\_\_\_\_

The purpose of this Agreement is to establish certain obligations of the VENDOR pertaining to any and all services provided by VENDOR to the PARISH during the term of this Agreement, which shall commence on the date this Agreement is signed and shall last for one year, renewing automatically for successive one-year terms unless cancelled in writing by either party. The above named VENDOR 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 VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

At any time VENDOR is performing services for the PARISH, VENDOR shall maintain general liability insurance of not less than one million dollars (\$1,000,000) per occurrence. VENDOR also agrees to have the PARISH named as an **“Additional Insured”** on its general liability policy for the DATES OF PARISH FESTIVAL OR EVENT in relationship to the VENDOR’S activities. It is agreed that VENDOR 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.

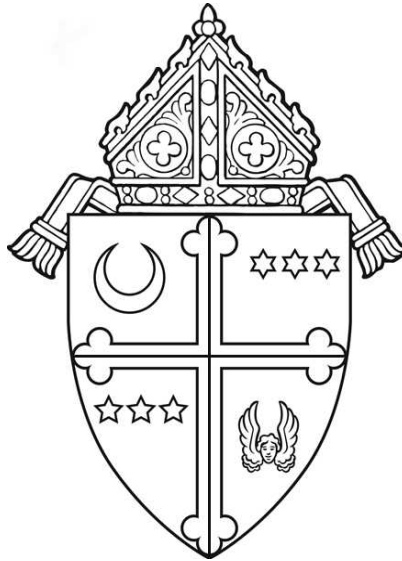
**If and only if** VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATES OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and 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 not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE: \_\_\_\_\_  
(Must be an official agent of VENDOR)

NAME AND TITLE: \_\_\_\_\_

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 Real Estate at [realestate@adw.org](mailto:realestate@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 Real Estate 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:*

\*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 Real Estate).

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

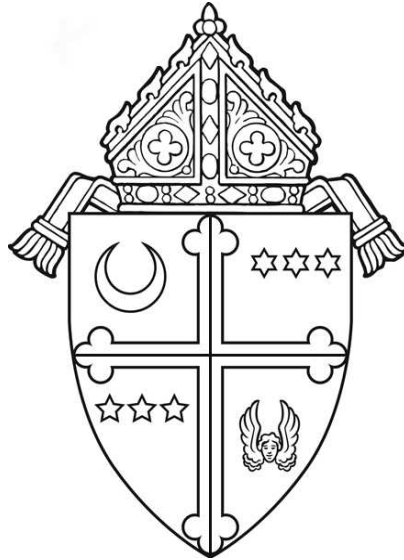
## Form A: Additional Information

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 Real Estate at [realestate@adw.org](mailto:realestate@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):*

\*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 Real Estate).

- 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

_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
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.

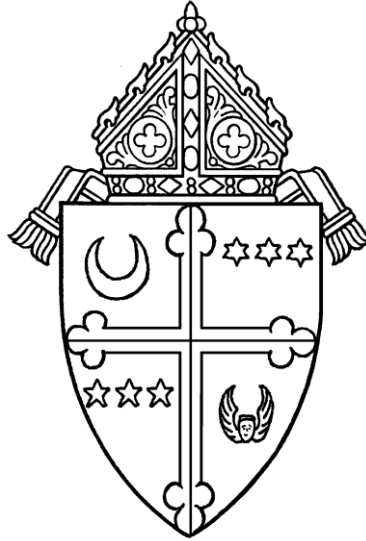
II) If the parish intends to lease personal property or equipment from others with a total value of the payments of \$25,000 or more:

- 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 Real Estate at [realestate@adw.org](mailto:realestate@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



ARCHDIOCESE OF WASHINGTON

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Contract Review Policies and Procedures (2015)

Resources

# DECISION TREE

## GUIDE TO CONTRACT REVIEW

## OVERVIEW

### A. Documents Needed:

Before beginning to review a proposed contract, keep in mind that you will need to obtain and review three different documents:

- (1) The proposed **contract** itself (that is, the payment information, terms and conditions, and any other information provided by the contractor);
- (2) An archdiocesan contract **addendum**;
- (3) And a **Certificate of Insurance (COI)**.

NOTE: The pastor or administrator should not sign the contract documents until all necessary revisions to the contract and the COI are made, approved, and signed by the contractor. The pastor's signature should be the *final* step in the contract review process.

### B. Preliminary Decision: Is the contract value \$25,000 or more?

- If YES – submit the contract for review/approval as required in the archdiocesan Contract Review Policies and Procedures
- If NO – use this Decision Tree to review your contract

### C. Decisions:

1. **Contract.** The first decision you will have to make is whether the **contract** is sufficient to sign. To aid you in making this decision, please refer to Question 1, below “Is the Contract Document Sufficient to Sign?” See pages 3 through 4 below.
2. **Addendum.** The second decision you will need to make is to decide which archdiocesan **addendum** would be most appropriate for the contract. To aid you in making this decision, please refer to Question 2, below “Which Addendum Should I Use?” See pages 4 through 10 below.
3. **Insurance.** Once you have determined which addendum you should use, that addendum will tell you (and the contractor) the **insurance** requirements for this particular contract. Thus, the third decision you will need to make is whether the contractor carries the required insurance. To determine whether the contractor carries the correct insurance for this particular contract, you will need to request from the contractor a certificate of insurance (COI) and then review it. To aid you in making this decision, please refer to Question 3 below “Does the Certificate of Insurance (COI) Contain the Correct Information?” See pages 9 through 10 below.

## (1) Is the Contract Document Sufficient to Sign?

- Before you begin to review the contract document in detail, you should ask the following questions:
  - Has the pastor approved of the work to be performed, and is he aware of this contract proposal?
  - Do you have a complete set of contract documents?
    - For example, if the document references “terms and conditions,” but you don’t have a section with that name, you should ask the contractor to please send you the missing document.
- Your review of the contract document itself may involve negotiating with the contractor over terms. You should read the entirety of the contract document carefully, noting in particular any areas of concern, using the following questions as a guide.
  - Does the contract accurately reflect the deal?
    - You should double-check that all of the terms, including the cost of the work to be done, the time at which it will be performed, and any other details, are consistent with your conversations with the contractor and with what you understand the terms to be.
  - Does the contract include any terms regarding liability?
    - If so, your first revision suggestion should be to delete those terms altogether. (We want the liability terms in the addendum to control.)
    - If the contractor refuses to delete the liability terms, you should attempt to negotiate a reasonable compromise. For example, parishes should be particularly reluctant to waive “any and all” claims against the contractor; you should revise any provision along those lines to read that the parish will waive claims *except claims caused by the contractor’s negligence or willful misconduct*. Feel free to write this language into the contract and ask for the contractor’s initials to signify acceptance of the terms.
    - Please consider calling the Office of the General Counsel for guidance if you are reviewing a contract that attempts to shift liability.
  - Does the contract exclude (or “disclaim”) all warranties?
    - You should be wary of agreeing to exclude all warranties. Please feel free to call the Office of the General Counsel for guidance.
  - Does the contract include an automatic renewal provision?
    - The Office of the General Counsel generally counsels against agreeing to an automatic renewal provision. If there is such a provision in your contract, you might consider deleting the provision altogether. If you decide to leave the auto-renewal provision alone (or if the contractor rejects your proposed deletion), please be sure to mark on your calendar the date by which the parish would have to submit a cancellation notice in order to avoid the automatic renewal.

- Does the contract include an early termination provision?
  - With regards to any termination provision included in the contract, you should do the following:
    - Delete any early termination penalty.
    - Add a provision giving the parish the right to terminate the contract at any time, for any reason, with thirty days' notice.
    - Closely read any termination provision in the final version of the contract, to ensure that you understand and could execute a valid early termination if the need were to arise.
  - Is there any other provision that strikes you as odd, unusual, or potentially problematic?
    - Please feel free to call the Office of the General Counsel if you are uncertain about how to handle a particular contract provision.
- Does the contractor have permission from the government to perform the services requested?
  - Some types of contractors must, by law, be granted a license from the government to be able to perform certain work. The following professions often require a license: architects, engineers, construction contractors, electricians, plumbers, and real estate brokers.
  - Contractors should be asked to provide a copy of their license before being permitted to perform any work.
  - Please call the Office of the General Counsel for assistance regarding any licensing issues.

## **(2) Which Addendum Should I Use?**

There are three main questions to ask when making decisions about the archdiocesan addendum:

- (A) Which archdiocesan addendum should I ask the contractor to sign?
- (B) If the contractor makes changes to the addendum, should I sign it?
- (C) If the contractor refuses to sign the addendum, what should I do?

### **A. Which archdiocesan addendum should I ask the contractor to sign?**

Below are directions about which addendum to use in a given situation, and a summary of the insurance required by each. The following is a short list of the more detailed information to follow:

- Construction or alteration of parish real property
  - Actual physical work
  - Design or consultation
- Vendors, services, or other operating expenses
  - When there is potential contact with minors
  - Food and/or alcohol service
  - Professionally licensed service providers
  - As-needed or on-demand services
  - Very small vendors (performers, speakers, artists, etc.)
  - Everything else

## Agreements Relating to Construction or Alteration of Parish Real Property

Agreements relating to construction or alteration of parish real property – the physical plant of a parish – can be roughly divided into two types: those for actual physical work, and those for consulting or design services.

- *Contractor responsible for the actual physical work:* Use the **Archdiocesan Proposal Addendum** (Attachment 6)
  - Most contracts involving changes to a parish's physical plant or the parish's land should use the Archdiocesan Proposal Addendum. These sorts of contracts present some of the highest risk to the parish, both in terms of property damage and personal injury, so the Archdiocesan Proposal Addendum reflects that by requiring greater protection for the parish than the other attachments in the Policies and Procedures.
  - Required Insurance:
    - \$1,000,000 in general liability
    - \$1,000,000 in automobile liability
    - Certificate of insurance must name the Archdiocese as an "additional insured" under the contractor's insurance policy. The "Description of Operations" box on the certificate should say: "Archbishop Wilton Gregory, Roman Catholic Archbishop of Washington, and his successors in office, a corporation sole, is additional insured as required by the written contract." This requirement may confuse the contractor, but its insurance agent will know what it means.
- *Consulting service for development of real property, an engineering or architectural design service, or any other professional service not directly involving physical alteration of parish property:* Use the **Service Contract Addendum with Professional Liability**.
  - It will be unusual for an ordinary parish expenditure to involve the services of a professional real estate consultant, architect, or engineer, since these services are typically used for major renovations or developments. In the event that a parish does enter such an agreement, though, the Service Contract Addendum with Professional Liability should be used.
  - Required Insurance:
    - \$1,000,000 in general liability
    - \$1,000,000 in automobile liability
    - \$1,000,000 in professional liability

- *Note:* For the purposes of the Policies and Procedures, maintenance/service agreements and routine repairs of the systems and equipment in parish buildings, like a preventative maintenance agreement for the parish HVAC system, are considered to be service contracts, not contracts relating to construction or alteration of parish real property. Similarly, agreements for services that make merely aesthetic changes to parish property, like landscaping or painting contracts, are not considered to be alteration of parish real property for these purposes. The guidance for how to handle those sorts of agreements is provided in the section below. If there is some question about whether an agreement involves actual alteration of parish real property, as opposed to mere repair or upkeep, please contact the Facilities Management Office for advice.

### Agreements Relating to Vendors, Services, or Other Operating Expenses

This general category covers agreements with a broad variety of service providers, ranging from website designers to janitors to caterers. The Service Contract Addendum is the most commonly used attachment in these contexts, and it serves as a platform for certain variations that address different circumstances.

This section identifies some situations in which parishes should use one of a number of these variations on the basic Service Contract Addendum, and then finally the situations where, by process of elimination, the Service Contract Addendum should be used.

- *Service providers that in the course of performing the agreement may have substantial contact and minors or vulnerable adults:* Determine which attachment to use by consulting the list of types of contracts in this section. Then, use the **“With Minors”** version of the recommended attachment (see Attachments 7d-7f, 8c, 9b).
  - The “With Minors” versions of the various contract attachments do two additional things: first, they require the service provider to screen and run background checks on its personnel; second, they require the service provider to carry a specific type of insurance to cover claims of abuse or molestation, which is typically excluded from general liability policies.
  - Required insurance:
    - Extra requirement of \$1,000,000 in abuse and molestation coverage
- *Food and/or alcohol service:* Use the **Service Contract Addendum with Food and/or Liquor Liability** (Attachment 7b or 7e)
  - This attachment ensures that the service provider is specifically insured for food and/or alcohol service. (The phrase “liquor liability” refers to service of alcohol generally, not just liquor.)



- Required insurance for **Service Contract Addendum with Food and/or Liquor Liability** (Attachment 7b or 7e):
  - \$1,000,000 in general liability
  - \$1,000,000 in food liability coverage, or an annotation on the certificate of insurance indicating that food liability is included in the general liability policy, if food will be served
  - \$1,000,000 in liquor liability coverage, or an annotation on the certificate of insurance indicating that liquor liability is included in the general liability policy, if alcohol will be served
  - \$1,000,000 in automobile liability
- *Professionally licensed service providers:* Use the **Service Contract Addendum with Professional Liability** (Attachment 7c or 7f)
  - Certain service providers may need special insurance coverage for the type of work they do – usually those whose professions have licensing requirements, like nurses, doctors, social workers, counselors, accountants, financial advisors, and some service providers entrusted to handle sensitive financial, personal, or medical information.
  - Required Insurance:
    - \$1,000,000 in general liability
    - \$1,000,000 in automobile liability
    - \$1,000,000 in professional liability
- *As-needed or on-demand services:* Use the **Retainer and Indemnity Agreement** (Attachment 8a or 8c)
  - Maintenance companies, handymen, plumbers, electricians, and similar service providers often work on an as-needed or on-demand basis, paid by invoices for each particular job instead of by a set yearly or seasonal fee. The most convenient arrangement in these instances is to use the Retainer and Indemnity Agreement, which, 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 reviewing many individual contracts for compliance with archdiocesan requirements.
  - Required Insurance:
    - \$1,000,000 in general liability
    - \$1,000,000 in automobile liability
  - *Note:* If a parish hires a particular caterer regularly, consider using the **Retainer and Indemnity Agreement with Food and/or Liquor Liability** (Attachment 8b). This combines the structure of the Retainer and Indemnity Agreement with the insurance requirements of the Service Contract Addendum with Food and Liquor Liability.

- *Very small vendors:* Use the **Small Vendor Agreement** (Attachment 10a or 10d).
  - Although the insurance requirements established in the Service Contract Addendum are reasonable and good business practice for the vast majority of commercial businesses, in some cases a parish may wish to enter an agreement with a person or very small business that could not be reasonably expected to pay the costs of carrying that level of insurance, such as speakers, musicians, or “amateur” or part-time vendors like crafts sellers or artists.
  - With some exceptions, a useful proxy for determining when the Small Vendor Agreement is appropriate is to ask whether the activity that is the subject of the agreement is the person or group’s primary means of income. If it is not, the Small Vendor Agreement is probably appropriate; if it is the primary means of income, the vendor should probably carry the insurance required by the Service Contract Addendum.
  - Parishes should not default to the Small Vendor Agreement when a commercial business simply refuses to carry the insurance the Service Contract Addendum requires. Rather, they should find another business that carries it.
  - Required Insurance:
    - The Small Vendor Agreement does not technically require the vendor to carry insurance. It has one set of terms that apply if the vendor carries \$1,000,000 in general liability, and another that apply if the vendor does not. The terms that apply if the vendor does not carry that insurance impose more significant indemnification obligations on the vendor – essentially, in exchange for the parish waiving the insurance requirement, the vendor agrees to waive all potential claims against the parish.
  - *Note:* Parishes holding craft fairs or other events where community members are invited to sell goods on parish property should have those individuals sign a Small Vendor Agreement. In cases where the parish wishes to charge a fee to participate, parishes should use either the **Small Vendor Agreement – Donation by Income** (Attachment 10b) or the **Small Vendor Agreement – Flat Donation** (Attachment 10c).
- *Everything else:* Use the **Service Contract Addendum** (Attachment 7a or 7d).
  - If an agreement does not fit into any of the categories described above, the Service Contract Addendum is probably appropriate.
  - Required Insurance:
    - \$1,000,000 in general liability
    - \$1,000,000 in automobile liability

**B. If the contractor makes changes to the addendum, should I sign it?**

- a. Parishes are expected to ask that an addendum be signed unmodified, and to make a good-faith attempt to ensure the same. However, there are limited situations where changes to the addendum may be acceptable. If the contractor makes changes to the addendum, please consider calling the Office of the General Counsel for guidance. If you enter into a contract with a modified addendum, you must explain your reasons for doing so in the Checklist for Policy Compliance.
- b. If the contractor did not make changes to the addendum, you should sign it!

**C. If the contractor refuses to sign the addendum, what should I do?**

- a. Parishes are expected to ask that an addendum be signed for all contracts, and to make a good-faith attempt to ensure that the addendum is signed whenever possible. However, there are limited situations where it is not realistic to require an addendum to be signed. If the contractor refuses to sign, please consider calling the Office of the General Counsel for guidance. If you enter into a contract without an addendum, you must explain your reasons for doing so in the Checklist for Policy Compliance.

**(3) Does the Certificate of Insurance (COI) Contain the Correct Information?**

- A. You should review the COI using the information below which includes many details about how to read and review a COI.
- B. Insurance requirements will vary somewhat depending on the type of contract and the addendum used. But, generally, the baseline archdiocesan requirements are:
  - a. Minimum of \$1 million general liability coverage;
  - b. Minimum of \$1 million liability coverage for owned, hired, and non-owned vehicles used in connection with the company's business. This requirement can be met with coverage for "any auto," or by separately checking the boxes for all three of those types of automobile insurance.
  - c. Workers' compensation coverage as required by state law. The minimum required by state law is typically \$500,000.
- C. Once you have obtained proof that the contractor carries all of the required types and amounts of insurance, the COI requirement is fulfilled.

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# WHAT'S ON A CERTIFICATE OF INSURANCE (COI)?

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)   

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NAME: _____ PHONE (A/R, B/L, R): _____ FAX (B/L, R): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____	<b>INSURED</b> NAME: _____ ADDRESS: _____ CITY/STATE/ZIP: _____ CONTACT: _____ PHONE: _____ FAX: _____ E-MAIL: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

INSURANCE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
1. <input type="checkbox"/>	GENERAL LIABILITY	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>	EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person)	
	PERSONAL & ADJ INJURY						
GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOG <input type="checkbox"/>						PRODUCTS - COMMODITY AGG	
5. <input type="checkbox"/>	AUTOMOBILE LIABILITY	6. <input type="checkbox"/>	7. <input type="checkbox"/>	8. <input type="checkbox"/>	9. <input type="checkbox"/>	COMBINED SINGLE LIMIT (EA accident)	
	ANY AUTO					SCHEDULED AUTOS	BODILY INJURY (Per person)
	ALL OWNED AUTOS					NONOWNED AUTOS	BODILY INJURY (Per accident)
	HIRE AUTOS					PROPERTY DAMAGE (Per accident)	
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE	
OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE	
DED <input type="checkbox"/> RETENTION \$ _____						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\_\_\_\_\_

**CERTIFICATE HOLDER** **CANCELLATION**

\_\_\_\_\_

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

ACORD 25 (2010/05)

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1. Producer: the insured's insurance broker or agent
2. Insured: name of the contractor
3. Type of Insurance: types of insurance policy
4. General Liability: specific policy type
5. Automobile Liability: specific policy type
6. Worker's Compensation and Employer's Liability: specific policy type
7. Certificate Holder: the name of the parish or ADW
8. Date: date the COI is issued by the producer
9. Insurer: the name of the insurance companies issuing the policies that are stated below
10. Policy Effective/Expiration Date: the date the correlating policy begins and ends
11. Limits: coverage limits
12. Description of Operations: used to describe special operations, identify a specific job site/location as well as indicate additional insured to the liability coverage.

## IMPORTANT POINTS ABOUT A CERTIFICATE OF INSURANCE

### General:

- A COI is issued as a matter of information only. The COI does not amend, extend or alter the insurance coverage offered by the insurer to the insured.
- A COI comes in different formats.

### Points Above:

1. Producer: Questions regarding a COI should be directed to this person.
2. Insured: the name on the contract should be the same named as the listed insured.
3. Types of Insurance: make sure the types listed match those required by the applicable ADW addendum.
4. General Liability: protects the insured from liability for damage to property or person arising out of the insured's premises or operations, products and completed operations.
5. Automobile Liability: protects the insured from liability arising out of negligent operation, maintenance or use of a covered automobile, which results in bodily injury or property damage to a third-party. This coverage is important because general liability policies often expressly exclude auto-related claims.
6. Worker's Compensation and Employer's Liability: protects the insured from liability arising out of an employee's injury/disease occurring in the course and scope of their employment. Contractors are presumed to carry the amounts required by state law.
7. Certificate Holder: the name of the parish or the ADW should be provided here.  
The Certificate Holder is not entitled to any rights of the insurance policies stated on the COI (unless they are covered as an additional insured under those policies). This is not the same as being listed as an additional insured. Additional insured's have rights that certificate holders do not.
8. Date: the date the COI is issued has no bearing on the policy effective/expiration dates.
9. Insurer: the insurance carrier that issues the insurance policies is not usually a concern.
10. Policy Effective/Expiration Date: insurance coverage should be in place when the work is performed. If a contract or job will go beyond a policy expiration date, an updated COI should be provided which shows that the policy is still or will be in place.
11. Limits: coverage limits should meet those required in the archdiocesan addendum.
12. Description of Operations: if required, this is where it should state, "Archbishop Wilton Gregory, Roman Catholic Archbishop of Washington and His Successors in Office, a Corporation Sole, is additional insured per the terms of the written contract."

FOR INTERNAL USE ONLY  
**CHECKLIST FOR POLICY COMPLIANCE**  
**ARCHDIOCESE OF WASHINGTON**  
**CONTRACT REVIEW POLICIES AND PROCEDURES**

— for contracts valued under \$25,000 —

Contractor: \_\_\_\_\_

Contract Date / Date Work Performed or Contract Number: \_\_\_\_\_

➤ *Contract*

- ☐ Reviewed for sufficiency per the Decision Tree
- ☐ Approved by pastor
- ☐ Copy of the contract, with all parties' signatures, on file at parish

➤ *Archdiocesan Addendum*

- ☐ Proper addendum used per the Decision Tree
- ☐ Signed by contractor unmodified
  - If modified or not signed, explain why the circumstances warranted moving forward with the contractor:

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

- ☐ Copy of the addendum, with all parties' signatures, on file at parish

➤ *Certificate of Insurance*

- ☐ On file at parish
- ☐ Meets all insurance required (types and limits) by the applicable archdiocesan addendum (see Decision Tree)
  - If insurance requirements not met, explain why the circumstances warranted moving forward with the contractor:

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

- ☐ Current (shows that required insurance policies will be in effect through the date that services will be provided)
- ☐ (if required) evidence received from contractor that the additional insured endorsement is in place.

Checklist Completed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name/Title

Signature: \_\_\_\_\_



# ARCHDIOCESE OF WASHINGTON

Archdiocesan Pastoral Center: 5001 Eastern Avenue, Hyattsville, MD 20782-3447  
Mailing Address: Post Office Box 29260, Washington, DC 20017-0260  
301-853-4500

Office of the General Counsel  
Phone: 301-853-4495  
Fax: 301-853-7662

*For use with contracts requiring the Addendum to Service Contract, which includes  
all manner of contracts that do not directly involve physical alteration of archdiocesan property*

Dear Service Provider:

The Archdiocese of Washington's Contract Review Policy establishes several requirements that apply to all contracts entered into by a parish or school anywhere in the Archdiocese. Accordingly, all service providers who wish to do work at any archdiocesan parish or facility must comply with the requirements set forth in the policy. This letter is to inform you of the requirements that you will be expected to meet if you wish to perform work for an archdiocesan entity.

*First*, service providers must execute the appropriate archdiocesan contract addendum. In the case of service contracts – that is, contracts that do not involve alteration of the physical plant of a parish or school – the Addendum to Service Contract (attached) should be used.

*Second*, service providers must furnish proof of the insurance coverage specified in the addendum. For service providers signing the Addendum to Service Contract, those requirements include but may not be limited to:

- Minimum of \$1 million general liability coverage
- Minimum of \$1 million liability coverage for owned, hired and non-owned vehicles used in connection with the company's business
- Workers compensation coverage as required by law

Please note that although these requirements are the standards set forth by archdiocesan policy, in special circumstances different requirements may apply. For example, service providers who will have substantial contact with minors will be expected to provide of abuse and molestation insurance coverage.

Additionally, the Archdiocesan Addendum to Service Contract requires that the Archdiocese must be added as certificate holder and **additional insured** on all policies other than workers' compensation. The most straightforward way for a contractor to fulfill this requirement is for the contractor to provide a certificate of insurance that states, in the "Description of Operations" box: "Archbishop Wilton Gregory, Roman Catholic Archbishop of Washington and His Successors in Office, a Corporation Sole, is additional insured under General Liability and Automobile Liability per the terms of the written contract."

If you have any questions about these requirements, please feel free to follow up with the pastor.

Sincerely,

Office of the General Counsel  
Archdiocese of Washington



# ARCHDIOCESE OF WASHINGTON

Archdiocesan Pastoral Center: 5001 Eastern Avenue, Hyattsville, MD 20782-3447  
Mailing Address: Post Office Box 29260, Washington, DC 20017-0260  
301-853-4500

Office of the General Counsel  
Phone: 301-853-4495  
Fax: 301-853-7662

*For use with contracts requiring the Archdiocesan Proposal Addendum,  
such as contracts for construction or for repair, replacement, or alteration of the physical plant  
of any property belonging to the Archdiocese*

Dear Contractor:

The Archdiocese of Washington's Contract Review Policy establishes several requirements that apply to all contracts entered into by a parish or school anywhere in the Archdiocese. Accordingly, all contractors who wish to do work at any archdiocesan parish or facility must comply with the requirements set forth in the policy. This letter is to inform you of the requirements that you will be expected to meet if you wish to perform work for an archdiocesan entity.

*First*, contractors must execute the appropriate archdiocesan contract addendum. In the case of contracts for construction or for repair or installation of elements of a parish's physical plant, the Archdiocesan Proposal Addendum (attached) should be used.

*Second*, contractors must furnish proof of the insurance coverage specified in the addendum. For contractors whose proposed work requires them to sign the Proposal Addendum, those requirements include but may not be limited to:

- Minimum of \$1 million general liability coverage
- Minimum of \$1 million liability coverage for owned, hired and non-owned vehicles used in connection with the company's business
- Workers compensation coverage as required by law

Please note that although these requirements are the standards set forth by archdiocesan policy, in special circumstances different requirements may apply, such as the addition of professional liability coverage.

Additionally, the Archdiocesan Proposal Addendum requires that the Archdiocese must be added as certificate holder and **additional insured** under both general and automobile liability coverage. The most straightforward way for a contractor to fulfill this requirement is for the contractor to provide a certificate of insurance that states, in the "Description of Operations" box: "Archbishop Wilton Gregory, Roman Catholic Archbishop of Washington and His Successors in Office, a Corporation Sole, is additional insured under General Liability and Automobile Liability per the terms of the written contract."

If the contractor will be doing roof work, it should provide proof that its insurance covers a roofing project.

If you have any questions about these requirements, please feel free to follow up with the pastor.

Sincerely,

Office of the General Counsel  
Archdiocese of Washington