

St. Katharine Drexel Catholic Parish

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Pastors' Executive Summary of Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

INTRODUCTION

Recent changes to the civil laws in California have caused the Diocese to formalize its policies regarding the use of parish and diocesan facilities. Although this Policy applies to anyone requesting use of parish or diocesan facilities, it is particularly important with regard to its application to outside individuals and organizations not affiliated with a parish or the Diocese of Sacramento. At the very heart of this Policy is the need to use parish and diocesan facilities in a manner consistent with the Church's teachings and beliefs, to use our Church buildings and grounds whenever possible to evangelize the Truths of the Catholic faith in an honest and authentic way, and to avoid misleading the faithful as to the teachings of the Church. Primary responsibility for the prudent implementation of this Policy rests with the pastors of our diocesan parishes, who must use their sound and prayerful pastoral judgment in such matters.

THE BASIC PRINCIPLES OF THE POLICY

The Policy is based upon four straightforward principles:

- Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities. Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.
- Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.
- No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.
- The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

EXAMPLES OF INAPPROPRIATE GROUPS, ORGANIZATIONS, AND EVENTS

Inappropriate organizations or groups would include any entity that promotes views, values, or beliefs contrary to Catholic religious and moral belief. Inappropriate events would include those events or activities that, directly or indirectly, promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church. Inappropriate entities and/or events would typically advocate in favor of or promote the following issues:

- Racial, ethnic, sexual, or religious discrimination.
- Anti-Catholicism and anti-Catholic biases. Partisan political activities. This would include political parties, political candidate committees, partisan political clubs or committees, and the like.
- Abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment. This would include groups such as Planned Parenthood, The Reproductive Rights Project of the American Civil Liberties Union, Catholics for a Free Choice, and the like.
- Pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, “gay marriage,” the adoption and/or placement of children in anything other than a traditional family setting, and the like.
- Teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento.
- Secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.
- Abuse of alcohol or the use narcotics or other controlled substances.
- Violence or the use of force to resolve social, political, or religious problems.

Pastors should use their own judgment as to whether a group or entity advances views or positions contrary to Catholic teaching and belief. In the event of doubt, the doubts should be resolved against allowing outside organizations to use parish facilities. If there are questions that present ambiguous situations, the pastor may, in his judgment, consult with the Bishop for advice and pastoral guidance. The full policy is available upon request by calling the Diocesan Finance Office at 916.733.0277.

PARISH/DIOCESAN FACILITIES USE REQUEST QUESTIONNAIRE

The use of our Parish facilities is not open to the general public and is strictly limited to those groups, organizations, and events that advance viewpoints, principles or objectives consistent with the Catholic faith. Thus, in order to learn more about your group and the event you are proposing to conduct using our Parish facilities, we ask you to complete the following Questionnaire and provides the information needed to evaluate your request. Thanks for your cooperation.

Name of Organization _____

Mailing Address _____

Telephone No. _____

Contact Person _____

Your Proposed Event _____

Date(s) of Event _____

Time of Event _____
(including set-up time)

1. Please describe in detail the nature of the event (continue on back side of this sheet, if additional space is required to respond fully):

2. If there are going to be speakers at your event, please identify each speaker, describe each speaker's background, and provide a brief description of the subject matter of each speaker's presentation (continue on back side of this sheet, if additional space is required to respond fully):

3. Will your event pertain to, or address in any manner, any of the following issues (please check all that apply):

- Racial, ethnic, sexual, or religious discrimination.
- Anti-Catholicism or anti-Catholic biases.
- Partisan political activity of any kind, direct or indirect.
- Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.
- Sexuality, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," or the adoption and/or placement of children in non-traditional family settings.

- The denial, refutation, ridicule, or condemnation of the teachings and/or beliefs of the Catholic Church.
- The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.
- The abuse of alcohol and the use of narcotics or other controlled substances.
- Violence or the use of force to resolve social, political, or religious problems.

4. If you checked any of the issues listed in Question 3, please describe how your event relates to the issue(s) checked above and state the position of your organization with regard to each such issue (continue on back side of this sheet, if additional space is required to respond fully):

YOUR GROUP OR ORGANIZATION

1. Please describe in detail the nature and purpose of your organization (continue on back side of this sheet, if additional space is required to respond fully):

2. Please describe the legal structure of your organization (e.g., an unincorporated association, a nonprofit corporation, a for-profit corporation, etc.):

3. Please identify the Board Chairperson, President, and Executive Director, if any, of your organization:

Is your organization listed in the Official Catholic Directory, published by P.J. Kenedy & Sons?

Yes No

4. Has your group or organization taken a position with regard to any of the following issues (please check all that apply):

- Racial, ethnic, sexual, or religious discrimination.
- The Catholic Church, the Catholic clergy, or Catholic people in general.
- Political parties, political candidate committees, partisan political clubs or
- Abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.
- The sanctity of marriage, the call to sexual abstinence and chastity outside marriage, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," or the adoption and/ or placement of children in anything other than a traditional family setting.
- The teachings and beliefs of the Catholic Church, the Second Vatican Council, Catholic theology, Catholic tradition, or the Catholic clergy.
- Secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.
- The abuse of alcohol or the use of narcotics or other controlled substances.
- The use of force to resolve social, political, or religious problems.

5. If you checked any of the issues listed in Question 4, please describe in detail the position your organization has taken with regard to the issue(s) checked above and state the current position of your organization with regard to each such issue (continue on back side of this sheet, if additional space is required to respond fully):

6. Does your organization carry general liability insurance? Yes No

7. If you answered "yes" to Question 6, please identify your insurance carrier, the policy number, the liability limits, and the effective dates of the policy:

I certify that the foregoing responses are accurate and correct to the best of my knowledge.

Date _____

Signed _____

Title _____

PARISH FACILITY APPLICATION/USE AGREEMENT

St. Katharine Drexel Catholic Parish

11361 Prospect Dr.
Jackson, CA 95642

209-223-2970

Name of Organization _____

Applicant Representative _____

Address _____

Phone No. _____

Fax No. _____

Email _____

THIS AGREEMENT, made and entered into this ____ day of, _____ 20__ , by and between St. Katharine Drexel Parish (hereafter referred to as the Parish, and _____, (hereafter referred to as User).

EVENT DETAILS AND USE FEES AND CHARGES

Event Name _____

Event Date(s) _____

Event Time(s) _____

Set up Date and Time _____

Questionnaire Completed? Yes No

Event Approved by Pastor? Yes No

FACILITIES / ACCOMMODATIONS

Specification of facilities to be used for the Event:

Use Fee	\$	_____
Nonrefundable Deposit	\$	_____
Set-up Charge	\$	_____
Cleaning Charge	\$	_____
Total Fees & Charges	\$	_____

Terms and Conditions of Use

1. PROHIBITED USE

The use of Parish facilities is not open to the general public and is strictly limited to those groups, organizations, and events that do not advance viewpoints, principles or objectives contrary to the Catholic faith. To this end, use of Parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities. Any use of Parish facilities that is incompatible with their religious and liturgical character is strictly prohibited. Any use of Parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is likewise prohibited. No event or activity shall be permitted to occur at Parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of the Catholic Church. The use of the Parish church, if applicable, must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

The Parish Pastor and the Bishop of Sacramento shall serve as the final arbiters as to whether a particular use of Parish facilities is a prohibited use under the terms of this Agreement.

2. PAYMENT

User shall pay a fifty percent (50%) deposit of the total cost of this Agreement at least thirty (30) days prior to the event date. The remainder of any balance due on this Agreement shall be paid in full at least ten (10) days prior to the event date. A 1.5% monthly late payment fee will be charged to any overdue balances.

3. SECURITY DEPOSIT

User must pay a ____ dollar (\$) non-refundable deposit at the time application is made. This deposit is non-refundable.

4. RELIGIOUS NATURE OF PARISH FACILITIES

The religious character and nature of the Parish property must, at all times, be respected. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

5. DAMAGE TO FACILITIES

User is liable for all damage to the facilities, equipment, and parish grounds, and for the safety of all guests. The User will be held responsible for all costs to repair damages exceeding normal wear and tear. The security deposit will be used to pay for such costs. Any repair or cleaning costs that exceed the amount of the security deposit will be charged to the User and collected after the event.

6. DAMAGES

User shall not hold The Parish responsible or liable for damages of any kind (including, without limitation, damages for loss of business profits, advertising fees and/or promotional costs, or any other indirect, incidental, special or consequential damages) arising out of the use of or inability to use the facilities or otherwise in connection with this Agreement, including the cancellation of this Agreement by The Parish pursuant to a violation of Paragraph 1 of this Agreement, even if The Parish has been advised of the possibility of such damages.

7. ALCOHOLIC BEVERAGES

- No alcoholic beverages may be served or consumed on the premises.
- Alcoholic beverages may be served and consumed on the premises pursuant to the terms and conditions of the Policy on the Service and Consumption of Alcoholic Beverages at Parish Facilities, a copy of which is attached hereto.

8. CANCELLATIONS

Should User terminate this Agreement, for any reason, less than ten (10) days before the event date, the Parish shall refund all previously deposited fees by User less the non-refundable deposit paid by User. No other funds held by The Parish shall be refundable to User.

9. INDEMNIFICATION

The Parish assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the facilities by User, and the Parish is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, property, equipment, or supplies that may be sustained during or by reason of the occupancy or use of the facility. User shall defend, indemnify, and hold the Parish harmless from and against all claim, loss, expense or damage to any person or property in or upon the facility or any area allocated to or used by User or its agents, employees, or invitees, arising out of User's use or occupancy of such facility, or any neglect of User or its servants, employees, or agents, or any change or alteration made by the User to the facility. The indemnification described herein shall pertain to the building and all common areas located around the building on the parish grounds, including, but not limited to, parking lots, driveways, worship areas, kitchen, hall areas, and restrooms.

10. INSURANCE

User agrees to maintain, in full force, during the dates of use of parish facilities and equipment, at User's expense, a policy of comprehensive liability insurance: including sexual abuse coverage which would insure the Parish and the Roman Catholic Bishop of Sacramento, a corporation sole, against injury to persons, including death resulting therefrom, and property damage, from occurrences in or about the facilities or the use of or condition thereof, with a limit of no less than one million dollars (\$1,000,000) per occurrence. Such insurance shall be primary and not contributing with any other insurance in effect for the additional insured Parish and Bishop and shall be evidenced by a Certificate of Insurance and an Additional Insured Endorsement issued to the Parish and the Bishop prior to the event date.

11. ATTORNEYS' FEES

If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Parish, the Bishop, and the User the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parish and the User relating to the use of the Parish's facilities, services and/or equipment. Any prior agreements, promises, negotiations, representations, or course of conduct not expressly set forth in this Agreement are of no force and effect.

Any amendment to this Agreement shall be of no force and effect unless in writing and signed by all parties. This Agreement does not take effect until signed by both parties.

13. ASSIGNMENT

This Agreement may not be assigned, transferred or sublet without the expressed written consent to the Parish.

14. RECEIPT OF PARISH FACILITIES POLICIES

By signing below, User acknowledges the receipt of the facility use policies covering the parish facilities and equipment and will ensure compliance with these rules by User or any of its agents, employees or invitees.

15. MANDATORY MEDIATION OF DISPUTES

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth in Paragraph 16. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties

covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16. BINDING ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The parties agree to waive, and do hereby waive, their right to trial, whether by court or by jury, as to any claim or cause of action arising, under either state or federal law, from this Agreement or from User's use of Parish facilities pursuant to this Agreement.

I, individually and on behalf the User, hereby accept all terms and conditions listed in this Agreement and hereby agree to pay the fees and charges listed above.

User's Authorized Representative
(Printed Name)

(Signature)

St. Katharine Drexel Parish 11361 Prospect Dr., Jackson CA

Rev. Lawrence J. Beck, Pastor

Authorized Parish Representative _____

FOR OFFICE USE ONLY

Deposit Date _____ Amt. _____ Check # _____

Balance Pmt. Date _____ Amt. _____ Check # _____

POLICY ON THE SERVICE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT PARISH FACILITIES

- The possession, consumption, purchase or sale of alcohol on Diocesan or parish premises, other than for sacramental purposes, is prohibited.
- No employee or member of the staff shall be under the influence of alcohol while on Diocesan or parish premises or while performing Diocesan or parish business off Diocesan or parish premises.
- Any exception to this Policy for special situations (e.g. special celebrations, social occasions, etc.) must be approved in advance by the Bishop, one of the episcopal Vicars, or the parish Pastor. On these occasions, moderate and limited consumption of alcohol by persons over the age of 21 years is acceptable.
- Any individual or group desiring to serve alcoholic beverages on Diocesan or parish premises must obtain the necessary authorizations and licenses from local and state governmental agencies. Such individuals or groups should be directed to check with the local police department or sheriff's office to determine the necessary governmental permissions and/or licenses required to serve alcoholic beverages.
- Persons who appear to be intoxicated shall not be served and should be directed to leave the premises.
- No minors should be served or should consume alcoholic beverages (other than receiving communion in the species of the Precious Blood) on Diocesan premises.
- Outside individuals or groups that intend to serve or consume alcoholic beverages must provide an insurance policy that includes No Host Liquor Liability protection.
- Outside individual or groups may serve alcoholic beverages on a "no host" basis, but may not engage in the sale of alcohol to be consumed off the premises.