OUR LADY OF THE VISITATION
CATHOLIC CHURCH

FACILITY OPERATING PLAN (FOP)

June 1, 2016
June 1, 2016

Dear Brothers and Sisters in Christ,

Established norms and expectations, coordination, and effective pre-planning are vitally essential in our lives and world today—especially regarding the stewardship of our parish’s properties, resources, and finances.

The attached document provides a Facility Operating Plan (FOP) affecting the use of building(s) and property(s) belonging to the Our Lady of the Visitation Catholic Church (including the Queen of Heaven Cemetery).

This plan outlines and describes necessary planning and documentary requirements for the use of the parish’s facility(s) and property(s) (in either of two conditions: for a limited-time use (Renter) or a longer-term use (Shared Space)). Both require signed agreements, valid certificates of insurance, and clearly articulated owner and user/renter responsibilities.

The purpose and focus of this FOP is to establish and promote continuity of operations and to safeguard the parish, its staff, parishioners, and visitors during special events in the parish’s facility(s) or on its grounds.

Thank you for your time and kind assistance in this matter.

May God grant you His abundant peace and blessings now and forever.

Sincerely,

1 Atch:

OLV Church FOP, 06/01/2016

Rev. R.G. Newbury Jr.
Pastor
Our Lady of the Visitation Catholic Church
Facility Operating Plan

General Facility Use Guidelines:
The Our Lady of the Visitation Parish’s building facilities exist first and foremost for its mission of religious worship, faith formation, church office administration and parish-related ministries. When not in conflict with its mission responsibilities, the facilities may also be available to:

a. Our Lady of the Visitation parishioners for Sacramental and other faith-based events;

b. Catholic faith groups;

c. Compatible other-Christian religious organizations or not-for-profit activities (i.e., Salvation Army, American Red Cross, Narcotics or Alcoholics Anonymous, etc.); and

d. Other community groups, which promote and further the values of the Catholic Church and faith, and the Our Lady of the Visitation Parish (e.g., health and spiritual wellness, community building groups, etc.).

Specific Guidelines for Building Use:

a. Any group wishing to use the facility must submit a facility use form from the parish in order to request a specific date and time for an event. Requests for facility use must be approved/disapproved by the Pastor or his designated representative. All approved facility space will be placed on the parish’s master facility planning schedule to avoid conflicts.

b. Parish liturgies and established groups of the church have first opportunity to schedule events. The Our Lady of the Visitation Parish retains the right to reschedule events or reassign rooms, if event or schedule conflicts affecting liturgy or religious education classes arise.

c. Groups that are not recognized ministries of the parish or diocese must complete and comply with a Facility Usage Contract (for use on a particular day) or a Shared Space Agreement (for a longer period of time). Groups must also provide appropriate liability insurance certifications to the parish along with the contract or agreement. (Note: The insurance certificate (for $2M (two million dollars)) must specifically identify the Diocese of Colorado and the Our Lady of the Visitation Parish, as additional insured/protected parties.)

d. Groups must remain in their assigned areas.

e. Approval for selling items on parish premises must be obtained from the Pastor prior to the commencement of any such sales activity. Requests for selling items on parish premises must include the purpose of sales, description of sale items and specific dates, times and locations needed for sales activities. (Note: Sale of items on parish premises may also be subject to State of Colorado, county and city sales taxes.)

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church
Facility Operating Plan

f. Food and Drink inside the church’s facilities:

1. No food and/or drinks is permitted in the Church Sanctuary or Worship Space. Food and drink in the Gathering Space (lobby area), hallways, and classrooms should be limited, unless it is a scheduled event (i.e., after liturgy reception, etc.).

2. Any spillage on carpeted areas shall be immediately wiped up and reported to the parish office to determine if professional cleaning will be required.

g. Posters, pictures, advertisements and/or any printed material may be taped, stapled, nailed or pinned on any parish facility walls or doors (classrooms, conference rooms, hallways, etc.) to the minimum extent possible. The need for displaying items will be requested through the parish office for approval.

h. Set-up, breakdown, clean-up:

1. User groups may set up the room/area configuration they need for their scheduled activity, however must return the configuration setup for the next group as noted on the room’s configuration/set-up sheet posted on the whiteboard, when they are completed and before leaving.

2. Folding tables should not be leaned against any wall. Tables and chairs should never be “dragged” across the carpeted floors or tiled areas. A 2-person carry, special hand trucks or dollies may be used. Tables and chairs must be hand carried. The outside group or parish ministry is responsible for any damage. Users may request assistance through the parish office, in removing excess tables from rooms or obtaining additional tables, if/as needed.

3. Collect, remove, and properly dispose of trash outside the building in the dumpster.

4. Leave all areas used in the same condition, if not better than found.

i. Kitchen usage:

1. Please clean the kitchen carefully after use. Wash, dry and put away all the articles and leave counter tops cleared of any equipment not belonging there (e.g. coffee pots, etc.).

2. Take trash out to the dumpster. Rolling trash cans should be used when liquids have been poured into the trash cans – to prevent unnecessary spillage onto the carpet or tiled floors.

3. Do not leave supplies, extra food and drink after the event (especially in the refrigerator) unless approved by the pastor (or his representative) and appropriately labeled. Preferably: Take all extra food and drink home.

Revised: 06/01/2016
4. Make sure the kitchen floor, classroom and hallway areas are swept (and mopped, if needed) after use. Ensure all cleaning equipment is returned to its appropriate storage areas after use and the door locked to prevent children's access to cleaning chemicals, etc.

5. Take used dish towels/table clothes home, wash and return to the parish within three days, if/when possible.

j. Propping doors open:

1. Please **DO NOT** prop open any of outside doors. It is an unnecessary child health and safety concern and an avoidable hazard.

2. Leaving outside doors open and unattended invites small animals and possible intruders to enter the building.

**Groups With Small Children:**

In an attempt to create an atmosphere that protects children, parents and the parish, the following policy has been developed. Any groups with young children using the facility must adhere to the following:


b. Children must stay with parents, guardians or an appropriately Safe Environment trained and cleared staff member at all times while on parish premises.

Parents of children who contract a serious, contagious illness (e.g. meningitis, chicken pox, measles, etc.) during or soon after attending a program or event at the Our Lady of the Visitation Parish, must promptly notify the parish; so that other children who may have been exposed can be properly notified and treated, if/as needed.

**Facility Availability:**

**Hours of Operation:**

a. The main doors of the Church will be opened by 8:00 a.m. Office hours are 8:00 a.m. through 2:00 p.m. Monday through Friday; except for Holidays (or otherwise posted).

b. The church’s main entry doors will remain open for all weekday and weekend Masses.

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church  
Facility Operating Plan

c. All church doors will normally be locked and secured by 2:00 p.m., unless other arrangements are approved and coordinated through the Parish Office.
d. The Parish Bulletin will list times the church will be open for parish ministry events, religious education classes, and other scheduled events and activities.
e. All activities (e.g. Knights of Columbus, etc.) must be coordinated by the activity/event coordinator with the Pastor and Parish Office to identify the dates, times, areas needed and which doors will need to be opened.

Closure due to Inclement Weather

a. Parish closings due to inclement weather will be announced through a pre-recorded phone message on the main Church recording, if possible.
b. It is up to the particular outside group leader or coordinator whether to cancel their activities, however they must inform the Parish Office immediately of their plans.
c. Additionally, this cancellation announcement and related information will be posted on the parish’s website, if possible.

Health and Safety:

Smoking Policy:

a. Smoking is not permitted inside the Our Lady of the Visitation facility.
b. The designated smoking area is limited to the church’s front, parking lot area.

Fire Safety Policy and Fire Exit Plans:

a. Fire safety procedures will be published for use by the Our Lady of the Visitation Parish staff and any group using the facility. Procedures are in compliance with all city, county, state and federal codes and are reviewed annually by the Pastor or his designated representative.
b. Fire Exit Plans will be posted throughout the facility in accordance with applicable codes.
c. Fire extinguishers will be positioned and clearly marked in accordance with all codes.
d. Emergency Points of Contact with facility keys and codes to alarm system(s) for the church’s building will be designated and appointed by the Pastor. Key issuance and turn-in procedures (via the parish’s office) will ensure positive key control is maintained.

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Accident Reporting:

a. The parish will provide “First Report of Injury” forms for parish staff members and
hospitality ministers to follow.

b. First Report of Injury forms will be maintained at the parish’s Main Office and main
lobby area.

c. A short explanation of how to report an accident will periodically be published in the
parish bulletin and on the parish’s website.

d. All accidents should be immediately reported to the Parish Office. (or to the Pastor
during after-office hours via the emergency notification number (303) 370-0330)).

e. Parish staff members will be familiar with accident procedures and ensure immediate
assistance and corrective actions are taken, if/as needed.

Safety Inspections:

a. The pastor and parish will maintain a Safety Self-Inspection Checklist.

b. Facility safety inspections will be performed quarterly (as a minimum) and recorded in
writing by the Pastor or his designated representative.

All groups using the facility:

- Need to be know:

  ➢ The proper fire and safety procedures.

  ➢ Need to know the location of fire alarms, fire extinguishers and the posted fire exits.

  ➢ Need to know the location of the first aid kits and the locations of the two AED’s.

Groups with small children are strongly encouraged to please have someone currently trained/certified in proper first aid practices, as well as infant and child CPR.

All groups should be aware of general safety issues: promoting safe physical activity; using
proper equipment and toys appropriately; storing toxic cleaning materials out of the reach of
young children; covering electrical outlets; etc.

Parents are asked to be aware of appropriate hygiene and sanitization practices. For example,
washing hands with soap and water before food preparation, after diapering or wiping small
noses, etc.

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Facility Security:

Opening and Closing:

  a. Individuals requiring access to parish facilities for events, meetings etc., will coordinate opening and closing with the Facility Scheduler in the parish’s Main Office.

  b. The Pastor will provide the issuance of all facility keys and access codes to individuals. A signed form acknowledging responsibilities for keys and codes will be signed and maintained on file in the parish’s Main Office. The responsibility and reimbursement costs of re-keying the entire building (due to lost keys) is clearly articulated on this form.

  c. The Facility Scheduler will coordinate schedules with these individuals to accommodate opening closing of the facility after all evening activities.

  d. Emergency Points of Contact for facility security and fire incidents will also be designated by the Pastor.

Publication Distribution Policy:

  a. Within group meetings the distribution of documents should reflect suitable and Catholic or general Christian practices, teachings, etc.

  b. Materials that may cause controversy must be approved by the Pastor in advance of its anticipated distribution.

  c. There is a “No Solicitation” policy for our parking areas and within the parish’s facilities.

  d. Additionally, there is a “No-Weapons (Weapons Free)” policy in the parish’s facilities.

Facility Maintenance:

As a general rule, each group that uses the Our Lady of the Visitation Parish facility should leave the building in either the same condition that they received it in, or in a better condition. Plan-o-grams are posted in the rooms (on the whiteboards) to show the pre-designated configuration tables and chairs are to be returned. Any maintenance issues must be reported to the parish’s Main Office as they are encountered please. If it is encountered after-business office hours, please leave a telephone voice mail message, with the caller’s contact information in the event there are any further questions. If after-hours and the issue involves water, electrical or gas problems, please notify the Pastor via the emergency notification number ((303) 370-0330)).

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church
Facility Operating Plan

General Policy for Alcohol Use in the Parish:

The Our Lady of the Visitation Parish recognizes both the significant risk and moral/civil liability when alcohol is served at any event held on parish property and the challenge to uphold the Christian value, contrary to the dominant cultural practices in our society, that we do not require or promote alcohol to enjoy or promote life and fellowship in Christ’s name.

In the spirit of good stewardship and discipleship and to limit parish liability, the following is required whenever the facility is to be used and alcohol will be served.

For parishioners or private groups who wish to use parish facilities for parties, receptions or other social events:

   a. Only beer and/or wine are allowed on parish premises for approved events.

   b. Approval for alcohol use on parish property must be granted by the Pastor before the event.

In all instances, alcohol service and consumption must be stipulated in the facility usage contract or agreement, must be noted in the user’s certificate of insurance, and all conditions of the Diocesan Liquor Liability Policy are to be strictly adhered to.

The following Parish Risk Reduction Measures serve as a guideline when parish facilities are rented and beer and wine are available:

   a. Alcohol should be served by licensed bartenders, or individuals who have had sufficient training in serving alcohol.

   b. Beer and wine should never be served to an individual who is under the legal age. In Colorado, 21 is the legal drinking age.

   c. Individuals who are dispensing drinks should only serve one drink at a time (12 ounces of beer as a maximum and no more than 4-5 ounces of wine per serving).

   d. Food should be served or available constantly throughout the event.

   e. All individuals should be carefully observed throughout the event to ensure they are eating and not just drinking.

   f. Every precaution should be taken to ensure that no alcoholic beverages are brought into the event and that the only alcoholic beverages being consumed are those approved and controlled for the event.

Revised: 06/01/2016
Our Lady of the Visitation Catholic Church
Facility Operating Plan

g. A pre-existing plan should address how to handle an individual who has had too much to drink (such as alternative methods of transportation home after the event, if the individual is in a diminished or incapacitated state and unable to drive). The plan should also include a method to limit or stop an individual’s consumption should he or she have had too much to drink in the opinion of the personnel handling the event or the bartender.

h. At least 1 hour before the event concludes, the bar should be closed and no further alcohol should be made available to individuals attending the event.

i. During this final hour time period, coffee and food should be made available and those present should be encouraged to remain and partake in the offerings.

(remember: Case law is well established in state and federal courts around the U.S. If an intoxicated individual leaves an event where alcohol was served and subsequently gets into an accident or otherwise, causes property damage and/or loss of life, the sponsoring event or bar/tavern/pub they previously left before the incident, CAN and HAVE been held liable in a civil lawsuit and/or criminal prosecution case.)

(Refer to the Dram Shop Act (Civil Liability and Criminal Penalty) and the State of Colorado’s liquor liability laws (CRS 13-21-103; CRS 12-47-801, et al.))

General Policy for Outside Group Usage:

Groups wishing to use the building, who are not officially sanctioned or sponsored by the parish and would like to use space or room(s) for a private meeting or function must submit a written request to the Pastor.

Prior to a final decision, the Pastor will consider appropriate rental and usage fees.

NB: All general policies of the facility must be followed by any group using the facility.

Attachments

1. Facility Use Form
2. Sample, Facility Usage (Rental) Agreement
3. Sample, Shared Space Agreement
4. First Report of Injury Form
5. Policy, Possession of Weapons in Parish Facilities
6. Example, Application for Special Events (Insurance) Coverage
7. General Acknowledgement Form of agreement to follow and a copy of the OLV Facility Operating Plan

Revised: 06/01/2016
Attachment #1

Facility Use Form

(PUBLISHED SEPARATELY)

The Facility Use Form and Scheduling Calendar are attached.
Our Lady of the Visitation Catholic Church

2016-17 FACILITY ROOM REQUEST FORM

Questions? Please call the Church Office at 303-646-4964.

Today's Date ________________________________

All requests are subject to availability, with priority given to liturgical celebrations, sacramental preparation and faith formation programs. On the back of this form is a calendar. Circle all dates which you plan to hold the meeting being scheduled below, and then complete this form. Do not schedule any activities during Holy Week. If you are requesting meeting space for more than one group, please use a separate form for each group. If you cancel a date, PLEASE inform the office in advance so the room may be made available for other groups. Thank you for everything you do for the OLV Parish community.

Name of Event: ______________________________________________________

Sponsor Ministry/Group/Organization: __________________________________

Contact person: __________________________________ Phone #: __________

Email Address: _______________________________________________________

Average number attending your meeting(s)/event: _________________________

Room(s) requested: ___________________________________________________

Equipment requested: _________________________________________________

DO YOU HAVE KEYS? ______

If you are requesting audiovisual equipment or other equipment for your meeting, please call the office three (3) days in advance to confirm availability. Equipment is scheduled on a first come, first served basis.

Scheduling Information:

Ongoing Meeting: Every ________________________________ through (month)

(Month) ________________________________ of the month (i.e., 3rd Tuesday)

Exceptions _____________________________________________________________________

Event Start time: _______________ a.m. / p.m.  End time: _______________ a.m. / p.m.

Length of Set up time needed: __________ minutes.  Clean up time needed: __________ minutes.

One Time Program: (Date) ______________________ (day of the week) ______________

Event Start time: _______________ a.m. / p.m.  End time: _______________ a.m. / p.m.

Length of Set up time needed: __________ minutes.  Clean up time needed: __________ minutes.

Facility Operating Manual:

Initials required on each line:

I have received, signed and returned in a copy of the Facility Operating Manual __________

Verified by Parish Office Manager or Pastor __________

Bulletin Information

• Bulletin Announcement requests must be submitted to the parish business office no later than Wednesday at 2 p.m., prior to the Sunday of the announcement's need.

• Bulletin Flyer inserts must be delivered to the parish business office by Wednesday the week to be inserted. Printing of the insert and inserting it into the bulletin is done by volunteers, and you are always welcome to help.
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Attachment #2

OLV Parish Facility Usage (Rental) Agreement

(PUBLISHED SEPARATELY)
Our Lady of the Visitation (OLV) Catholic Church

Our facilities are used frequently. There are always the potential for children and families to be in/around our building. We want to keep all of our children and youth safe from potential risk. We are always checking with other parishes, our Diocese and Catholic Mutual to see if we need to make any procedural modifications, due to potential liability.

General Facility Clean up Policy and Procedures

We are grateful for the wonderful building and area that we are blessed to have here at the OLV Parish. Whenever a group is using any of the facilities at the OLV Parish, we ask that you join us as good stewards of what has been entrusted to us and help us to take care of it.

- Please return the tables and chairs to their original positions, and be sure they are clean. Extra tables belong in the storage closet; extra chairs are to be stacked in the chair storage closet in the basement/classroom area.
- Vacuum the floors using the vacuum in the utility closets.
- Any supplies taken out and used, should be returned to their proper storage place. This includes class room supplies, kitchen dishes, etc. Dish towels or rags that were used should be taken home, washed and returned please.
- Full trash cans need to be taken out to the outside dumpster. Bring the entire can to the door, and then take the bag out and put trash in the TRASH dumpster and recycling (flattened boxes, etc.) in the dumpster. (This way they do not inadvertently pour or leak disposed liquids onto the carpets.) Securely latch the dumpster covers to deter animals. New bags are in the bottom of each can or in the kitchen cabinet.
- Please don’t leave leftover food in the refrigerators. It quite often tends to be forgotten and gets moldy.
- Do NOT turn off the gas to the stove in the kitchen. There are pilot lights which are to be lit at all times.
- Any broken equipment or other issues needs to be reported to the parish’s main office, as soon as possible. (Accidents happen, we just need to be aware if we need to order equipment or supply replacement(s).)
- As we all try to be good stewards, please leave the premises as good or better than it was found.

Child Supervision

Each group must provide adequate supervision of at least two adults on the inside (and when appropriate, at least two adults, on the outside) who are diocese/parish Safe Environment trained to ensure that we do not have unsupervised children/youth on the church property. Children/youth should never be left unattended in a meeting room, to wander inside of the building, run around the outside of the building, run through the parking lot, or throw items on the perimeter of the building. If you see any of this, please address it immediately and escort the child or children/youth back to their parents, or to the leader/coordinator of the group.

Alcohol Use

- Alcohol should be served by licensed bartenders, or individuals who have had sufficient training in serving alcohol.
- Beer and wine should never be served to an individual who is under the legal age. In Colorado, 21 is the legal drinking age.
- Individuals who are dispensing drinks should only serve one drink at a time (12 ounces of beer as a maximum and no more than 4-5 ounces of wine per serving).
- Food should be served or available constantly throughout the event.
- All individuals should be carefully observed throughout the event to ensure they are eating and not just drinking.
- Every precaution should be taken to ensure that no alcoholic beverages are brought into the event and that the only alcoholic beverages being consumed are those approved and controlled for the event.
- A pre-existing plan should address how to handle an individual who has had too much to drink (such as alternative methods of transportation home after the event, if the individual is in a diminished or incapacitated state and unable to drive). The plan should also include a method to limit or stop an individual's consumption should he or she have had too much to drink in the opinion of the personnel handling the event or the bartender.
- At least 1 hour before the event concludes, the bar should be closed and no further alcohol should be made available to individuals attending the event.
- During this final hour time period, coffee and food should be made available and those present should be encouraged to remain and partake in the offerings.

*(Remember: Case law is well established in state and federal courts around the U.S. If an intoxicated individual leaves an event where alcohol was served and subsequently gets into an accident or otherwise, causes property damage and/or loss of life, the sponsoring event or bar/tavern/pub they previously left before the incident, CAN and HAVE been held liable in a civil lawsuit and/or criminal prosecution case.)*

- (Refer to the Dram Shop Act (Civil Liability and Criminal Penalty) and the State of Colorado’s liquor liability laws (CRS 13-21-103; CRS 12-47-801, et al.))
Our Lady of the Visitation (OLV) Catholic Church

Our facilities are used frequently. There are always the potential for children and families to be in/around our building. We want to keep all of our children and youth safe from potential risk. We are always checking with other parishes, our Diocese and Catholic Mutual to see if we need to make any procedural modifications, due to potential liability.

Building Security and Lock-up

The following will be the norm for lock up at the OLV Parish in order to make sure the building is secure each evening:

- The last group meeting in the church’s facility, is responsible for ensuring all exterior doors are locked before the group’s coordinator/leader’s final departure.
  - If the group will be meeting routinely on the parish’s property, the coordinator/leader is asked to contact the parish’s main office to request a key for the main entrance doors; the issuance of which must be approved by the Pastor.
  - If that group decides not to meet, please promptly inform the parish’s main office of this information.
  - If that group decides to leave earlier, they must ascertain that another group still in the building has the ability to lock up for them.
  - Every group that uses the facilities is responsible for cleaning up the area they used and turning off the lights.
  - If the group is somehow unable to secure the main entrance door(s), please:
    - Call please check to see if the in-residence priest is in the rectory, for assistance.
    - If he is not, please call the Sacramental Emergency Line ((303) 370-0330) and leave a message.

Personal Safety

- Please note that on apparent medical issues that take place on the property, it is our policy to call 911 and let the proper medical authorities determine whether or not treatment or hospital transportation is needed.
- If you see unauthorized people on the property, if you suspect that someone is doing something illegal on the property, if you suspect someone is in danger of physical harm or abuse - please call 911 immediately.
- If you are the last to secure the building and you feel unsafe due to a person or someone in a car, get into a secure area and call 911.
- The most important thing is for all of us to be aware that we have wildlife visiting our very beautiful property often and to use prudent sense when one encounters wildlife.

Thank you for your kind attention and assistance in these matters. Working together we can ensure the safety and security of our parish’s property. Groups that fail to maintain these policies will not be permitted to continue use of the parish’s facilities in the future. If you have any questions, please contact the parish’s main office (303-646-4964).
Rental Agreement
for the
Our Lady of the Visitation (OLV) Catholic Church
34201 County Road 33
Kiowa, CO 80117

I  Purpose:

The Parish facility (excluding the worship space, kitchen and office areas) may be rented for activities and events compatible with the mission, purpose, and hours of operation of the OLV Parish.

II  Facilities:

A. The following individual areas are available for rental at the discretion of the Pastor or his designated representative.

B. The following areas are not available for rental:

   Kitchen
   Worship Space
   Sanctuary

III  Description of Events in order of Priority:

A. Liturgically related events are defined as those programs offered by the OLV Parish for functions relating to official liturgical celebrations of our parish.

B. Religious Education (RE) functions are defined as those offered and conducted by the Faith Formation Ministries of the parish’s members.

C. Events sponsored by Religious Affiliated Groups are defined as those offered and conducted by groups (other than the OLV Parish), but which are offered and conducted by other recognized Non-Profit organizations. Examples of this would include: Knights of Columbus, Alcoholics Anonymous, Narcotics Anonymous, and other 501(c)3 organizations.

D. Private parties are defined as those functions and activities offered and conducted by a private company, organization or individual. Private parties may rent only with the approval of the Pastor.

(* Note: Sometimes liturgical events (i.e., funerals) cannot be planned for in advance. Therefore, in such cases, funeral liturgies (evening vigils (wakes), Masses of Christian Burial), etc., will take precedence over any other, previously scheduled and conflicting event.)
IV Facility Availability:

A. The OLV Parish facility will be available for rental during all regular operation days and hours.

B. The Pastor reserves the right to refuse the scheduling of any event, which is not compatible with these hours or the church’s mission.

V Scheduling of Events:

A. All facility rental arrangements (including completion of facility room request forms, agreement/contract agreements, payment of rental fees, etc.) must be made with the parish’s Business Office and must have appropriate approval by the Pastor before the date/time may be confirmed.

B. Areas are reserved on a first-come and space available basis.

VI Renter Policies:

A. The renter must comply with all applicable rules, regulations and policies of the parish of OLV Parish.

B. Renters must provide proof of insurance coverage or must purchase Special Events Coverage through the Diocese of Colorado Springs Insurance Company, Catholic Mutual. The Special Events Insurance Application is attached to this lease agreement and must be submitted no less than 16 days prior to the event.

(* The proof of insurance certificate must be for the amount of $2M of coverage and list the Diocese of Colorado Springs (228 N. Cascade Avenue, Colorado Springs, CO 80903) and the Our Lady of the Visitation Catholic Church (34201 County Road 33, Kiowa, CO 80117) as additional insured/protected parties.)

C. Alcoholic beverages are not allowed in the OLV Parish facility or on the property, unless the renter has been given specific written, approval by the Pastor in the Facility Rental Agreement. Additionally, the aforementioned required proof of insurance certificate must reflect in specific language that the policy provides coverage for alcohol-related events and incidents.

If permission to serve alcohol is granted:

The following Parish Risk Reduction Measures (from our insurance carrier and the Diocese of Colorado Springs) serve as a guideline when parish facilities are rented and beer and wine are available:

a. Alcohol should be served by licensed bartenders, or individuals who have had sufficient training in serving alcohol.
b. Beer and wine should never be served to an individual who is under the legal age. In Colorado, 21 is the legal drinking age.

c. Individuals who are dispensing drinks should only serve one drink at a time (12 ounces of beer as a maximum and no more than 4-5 ounces of wine per serving).

d. Food should be served or available constantly throughout the event.

e. All individuals should be carefully observed throughout the event to ensure they are eating and not just drinking.

f. Every precaution should be taken to ensure that no alcoholic beverages are brought into the event and that the only alcoholic beverages being consumed are those approved and controlled for the event.

g. A pre-existing plan should address how to handle an individual who has had too much to drink (such as alternative methods of transportation home after the event, if the individual is in a diminished or incapacitated state and unable to drive). The plan should also include a method to limit or stop an individual’s consumption should he or she have had too much to drink in the opinion of the personnel handling the event or the bartender.

h. At least 1 hour before the event concludes, the bar should be closed and no further alcohol should be made available to individuals attending the event.

i. During this final hour time period, coffee and food should be made available and those present should be encouraged to remain and partake in the offerings.

D. Smoking and chewing tobacco are not permitted on the premises of the OLV Parish.

E. No rice, confetti, wheat or birdseed is allowed in or around the OLV Parish. This includes the sidewalks and entrance areas; because it creates an undue slip and walking hazard.

F. The renter shall provide proper supervision, ensuring the protection of persons and property in its care, including the rented facility, enforcement of facility rules and regulations, and the restriction of all participants to authorized areas only. Children are not allowed to run or play unattended in the parish’s building or on the grounds.

F. The Pastor or any staff member on-duty has the ultimate authority to enforce all rules and policies. During the time the facility is rented, the renter shall obey all laws of the State of Colorado and the ordinances of the County of Elbert, and Towns of Elizabeth and Kiowa, and shall not permit
any nuisance, undue noise or disturbances. The Elbert County Sheriff may be called when guests become disorderly.

G. All accidents occurring within the facilities and its grounds must be reported to the parish’s main office immediately please.

H. The OLV Church will not be responsible for lost or stolen property within the parish’s facilities and/or on its grounds.

I. Any distribution of political or commercial literature outside of the specified rental area and rental period is strictly prohibited.

J. Any distribution of literature stating that the rental is part of OLV Parish or the Diocese of Colorado Springs is prohibited.

K. Normal setup arrangements will be performed by the renter(s). The OLV Parish will not provide setup or breakdown assistance.

L. Renters must bring their own audio/visual equipment, but can use the sound system if they employ an OLV Parish sound technician or if the Staff member on-duty is qualified to operate the equipment.

M. Event table arrangements may be altered by the staff to comply with safety and fire codes, if/as needed.

N. Events may be catered by a caterer of the renter’s choice and at the renter’s expenses. Renters may not be able to use the kitchen facility or any serving utensils—unless otherwise requested and approved in the rental or shared space agreement beforehand. The catering company or the renter, should provide their own warming trays, plates, spoons, napkins, linens, etc.

O. All eating and drinking is restricted to the rented/assigned rooms please.

P. Renter will be responsible for all applicable costs.

Q. Rooms must be cleaned by the user immediately after use. Renter must include clean up time into their hours of use and pay for it prior to the event date.

a. Cleaning must include:

i. Removal of all personal items;

ii. Wet spills are to be mopped and wiped immediately;

iii. The OLV Parish will provide trash containers and liners;

iv. Decorations or table coverings must be removed and discarded;
v. Decorations may not be pinned, nailed or tacked to any painted surface or walls (thereupon causing damage);

vi. Spills on tables and chairs must be wiped down;

vii. All equipment, caterer's supplies, pop/beer dispensers, etc., must be removed from the premises at the conclusion of the rental period; and the

viii. Entire used space must be vacuumed. A vacuum will be provided by the OLV Parish.

b. Damage/cleaning deposit may be forfeited in full, if the facility is not clean. The renter agrees to reimburse the OLV Parish for the total cost of damage to and/or replacement of property and facilities for which the renter is/was responsible. Renter is also responsible for the extended costs, which may include: exceeding the rental period, exceeding the maximum number of guests, and excessive cleanup required by staff, etc.

R. The OLV Pastor and Parish reserves the right to not rent or permit the use of its facilities and property again to any individual or group which violates the provisions of this agreement.
VII Fees Schedule:

A. Rates will be calculated annually and all charges will take effect January 1st. All the following fees are calculated as of June 1, 2016.

B. The rental fee for the parish’s property is $400.00. (*In those instances when/where a parishioner (renter(s)) cannot validly afford to pay the fee, the Pastor retains the sole authority to waive the rental fee in whole or in part, on a case-by-case basis, as a parish charitable act.)

C. All setup and cleanup times will be part of the rental period and charged as such. All preparation (setup) time must happen on the date rented, unless otherwise approved by the Pastor in advance. Preparation time needed for decoration, delivering supplies, cake setup, etc., must be scheduled at the time this rental agreement is signed. The facility will not be available before or after the rental period, unless specifically outlined in the comments/remarks section on the last page of this rental agreement.

D. All renters will be required to submit a damage/cleaning deposit of $100.00. Deposits will be returned in full (within 15 days following the date of the event) provided there is no damage to facilities, equipment or grounds and that all facilities were left clean.

E. In the unlikely event of cancellation by the OLV Parish (due to unforeseen circumstances (i.e., a funeral, evening funeral vigil (wake), etc.), a refund of deposit will be made in full within 15 days of the cancellation date.

G. Refunds of rental fees for cancellation by the renter, which must be received in writing, will be according to the following prescribed schedule:

   a. Event cancelled with at least 30 days prior notice to the Pastor or parish’s main office - 100% refund.

   b. Event cancelled with at least 10 days prior notice to the Pastor or parish’s main office - 50% refund.

   c. Event cancelled with 7 days or less prior notice to the Pastor or parish’s main office - no refund.

* Refunds will be processed within 15 days of cancellation date.
RENTAL AGREEMENT – OUR LADY OF THE VISTATION CATHOLIC CHURCH

Lessee Name: ________________________________
Lessee’s Organization (if applicable) ________________________________
Address: ______________________________________________________
______________________________________________________________
City: ________________________________ State: _______ Zip Code: _______
Date of Event: ______________________ Number of Attendees: ___________
Hours of Event: From __________________ To ________________________
Rental Fee: $400.00 Received on: ______________________
Deposit/Damage/Cleaning Fee: $100.00 Received on: _________________
Approval to Serve Alcohol: Yes ___ No ___
Bartender Required: Yes ___ No ___ Name: __________________________
Written verification of the following is required to the parish’s main office prior to event:

• Certificate of Insurance ($2M) (or) Yes ____ No ____
• For special event insurance required: Yes ____ No ____

Special Comments: ___________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

As Lessees of the above named parish property, we agree to protect, indemnify, and hold
harmless the Diocese of Colorado Springs and the above named parish from any and all loss,
cost, damage or expense, arising out of or from any accident or other occurrence on or
about these premises, causing injury to any person or property, and will protect, indemnify,
and hold harmless the Diocese of Colorado Springs and the above named parish from any
and all claims, cost or expenses arising from any failure of the Lessee in any respect to
comply with and perform all requirements and provisions agreed to and required by law or
ordinance, during the lease period.

_________________________________________________________________________________

LESSEE

PRINT NAME

DATE

PARISH REPRESENTATIVE

PRINT NAME

DATE
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Attachment #3

Sample, Shared Space Agreement

(PUBLISHED SEPARATELY)
SHARED SPACE AGREEMENT

This Shared Space Agreement ("Agreement") is made and entered into effective ____________, by the Our Lady of the Visitation Catholic Church ("Parish") whose address is 34201 County Road 33, in Kiowa, Colorado and the __________, whose address is: ____________.

ARTICLE 1 – PROPERTY

1.1 In consideration of the covenants, agreements, and charitable works to be performed and observed by ______, Parish grants ____ a non-exclusive right to access and use the areas within the agreed upon areas of Our Lady of the Visitation Catholic Church in Kiowa, Colorado as set forth in Attachment A ("Leased Premises").

1.2 The parties agree that Parish’s furniture and other equipment ("Equipment") located in the Leased Premises may be used by ____. The Equipment shall at all times remain Parish’s property. ____ will be responsible for damage to the Equipment, not caused by normal wear and tear. ____ agrees that none of the Equipment will be removed from the property without the prior oral or written permission of the Pastor. The Parish assumes no responsibility for replacement or repair of the Equipment during the term of this lease agreement.

1.3 The intended use for the Leased Premises is to provide space for ____’s programs ("Programs") and activities. ____ agrees to comply with all laws and regulations applicable to running the Programs.

1.4 ____ may not assign or sublease any part of the Leased Premises without the Pastor’s prior written consent.

1.5 ____ agrees that Parish may enter and use the Leased Premises at any time and in any manner that does not directly interfere with the Parish’s scheduled liturgies and religious education activities and the ____’s Programs.

1.6 ____ agrees to coordinate and schedule use of Leased Premises with the Parish’s Pastor.

ARTICLE 2 – TERM

2.1 The term of this Lease shall be from: __________ through __________.

2.2 The Lease may be extended for additional one-year periods, if the Parties agree to the terms of the extension, in writing no later than ninety days prior to the expiration of the current term.

2.3 Either party may terminate this Lease immediately, if the other Party violates any Lease terms or conditions.

2.4 That party shall notify the other party of the termination of this Lease by written notice.
ARTICLE 3 – REPAIRS AND MAINTENANCE

4.1 _____ agrees to maintain the Leased Premises in good condition, ordinary wear and tear excepted. Any damage caused by the _____ or _____’s guests, agents, employees, or related in any way to _____’s Programs shall be repaired at the _____’s expense within 30 days of the damage being discovered and reported to them and the parish.

4.2 Parish agrees to provide _____ with utilities, maintenance, shared access to common spaces, and other shared resources which are primarily for the Parish’s benefit.

4.3 _____ agrees to promptly report any maintenance needs or other service issues to the Parish’s main office.

ARTICLE 4 – INSURANCE AND INDEMNIFICATION

5.1 The _____ agrees to maintain insurance for $2M as set forth in Attachment B at all times during the term of Lease. _____ agrees to name the Diocese of Colorado Springs and the Parish as additional insured parties and to provide Parish with a copy of the proof of current insurance.

5.2 _____ agrees to defend, protect, indemnify and save / keep harmless the Parish against all claims, costs, or damages arising from the _____’s or its agents, officers, guests, employees, or volunteers’ negligence, fault, or intentional misconduct and from all claims, costs, or damages arising from _____’s Programs or _____’s failure to comply with any law, ordinance, or regulation.

5.3 The _____ agrees not to transport onto or into the Parish property any alcoholic beverages, unless: (a) Approved by the Pastor, in advance; (b) The _____ insurance policy and certificate includes specific coverage for such alcohol-related activities; and (c) All diocesan policies regarding activities involving any alcoholic beverages on Parish properties is enforced. (The _____ acknowledges receipt of these norms of the Diocese of Colorado Springs (Attachment D) and agrees to adhere to the guidelines contained therein.)

ARTICLE 5 – MISCELLANEOUS

6.1 The Parties agree that any disputes shall be governed by the laws of the State of Colorado and, where applicable, by the Code of Canon Law for the Roman Catholic Church.

6.2 Nothing in this Lease shall be construed as constituting a partnership or joint venture.

6.3 The _____ acknowledges receipt of the Sexual Misconduct Policy of the Diocese of Colorado Springs (Attachment C) and agrees to adhere to the guidelines contained therein.

6.4 The _____ understands and agrees, when participating in activities involving children, youth and the at-risk populace on parish property, to comply with the Diocese of Colorado Springs’ Safe Environment program and manual requirements (derived from the U.S.

6.4 If any clause or provision of this Lease is determined to be illegal, invalid, or unenforceable, it is the intent of the parties that the remainder of the Lease shall remain in effect.

6.5 If any dispute arises between the parties, the prevailing party in any litigation or arbitration shall be entitled to recover any costs or expenses incurred, including reasonable attorney fees.

6.6 Keys to access parish facility(s) will be issued by the Pastor (through the parish’s Main Office) on a strict need-to-have basis. Key accountability (issue and turn-in) forms are used for positive accountability. There is to be absolute no key transfer (i.e., hand-to-hand transfer when officers change positions, etc.). If an individual no longer occupies a position that necessitates facility key(s), they must promptly return them to the parish’s Main Office.

6.7 This Lease contains the entire and only agreement between the parties, and no oral statements or representations, or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective:

Parish:

__________________________________________  Date

__________________________________________  Date

_________________________, Pastor

Our Lady of the Visitation Catholic Church ("Parish")

__________________________  Date

__________________________

__________________________, Representative  Date
Attachment A

The Premises shall be leased for the amount of: $___________ for this term of lease.

The Leased Premises shall consist of a downstairs Religious Education classroom, located in the parish’s building, at 34201 County Road 33, in Kiowa, Colorado; unless otherwise scheduled, approved and designated by the Parish Pastor in advance.
Attachment B

The _____ shall maintain general liability insurance in the amount of not less than two million dollars ($2,000,000) ($2M) per occurrence for the duration in which the KoC rents or uses the Leased Premises and the names of the:

Diocese of Colorado Springs
228 N. Cascade Avenue, Colorado Springs, CO 80903

Our Lady of the Visitation Catholic Church
34201 County Road 33, Kiowa, CO 80117

shall be included and appear on the Certificate of Insurance, as additional insured parities on said policy and certificate of insurance.

_____ 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) ($2M).

Additionally, _____ shall maintain liability insurance coverage for any activity(s) on parish property, which involves the storage, consumption or distribution of alcoholic beverages. Established norms by the Diocese of Colorado Springs (as noted in Attachment D of this agreement) will also be enforced.

Parish does not waive any rights of subrogation or recovery against _____ for damages that are covered by the Parish’s property insurance coverage.
Attachment C

(Dioecese of Colorado Springs’ Sexual Abuse Policy, dated March 31, 2014)

(Attached as a separated published document)
Attachment D

(Diocese of Colorado Springs' Policy on Alcoholic Beverages on Parish Properties)

(Attached as a separated published document)
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Attachment #4

First Report of Injury Form

(PUBLISHED SEPARATELY)
Incident Investigation Report

Complete this report for all incidents/injuries. (Also complete this report for near-miss incidents/injuries.) This report is for information only. Potential claims should be reported immediately to the Diocese.

Please read each question carefully, and answer all questions as completely as you can. Please do not leave any blanks, unless the question does not apply. Retain this report at your location.

Name of Injured Party: ___________________________ Phone: ___________________________

Complete address: ________________________________________________________________

Names of Witnesses and their complete addresses and phone numbers: __________________

Describe the Incident: (State what the individual was doing and all circumstances leading up to the incident. Try to reconstruct the chain of events leading up to the incident/injury. Be specific.)

Who was involved? ________________________________________________________________

What took place? ________________________________________________________________

When did it occur? Date __________ Hour of incident _________ AM   PM

Where did it happen? ______________________________________________________________

Why did it happen? ______________________________________________________________

How did it happen? ______________________________________________________________

Accident Prevention Information:
Equipment, tool, or item causing injury: ____________________________________________

Was accident caused by failure to use or observe safety practices, policies, or regulations?

Corrective Action/Training:
What corrective action can be done to prevent a recurrence of this accident/injury?

Have you provided any training to prevent this incident? If not, describe training to be conducted.

Incident Investigation conducted by (list individuals involved): ________________________

__________________________________________  ________________________________
Signature of Individual in charge                      Date report prepared
Our Lady of the Visitation Catholic Church
Facility Operating Plan
Attachment #5

Policy, Possession of Weapons in Parish Facilities

Policy for Concealed and Open Carry
by Visitors, Parishioners, Employees, Volunteers, and Groups
Utilizing the Facilities and Grounds
of the Our Lady of the Visitation Catholic Church

In concert with state laws, our insurance carrier (Catholic Mutual) and the Diocese of Colorado Springs, the following Concealed and Open Carry Policy applies to individuals using the parish’s facilities and grounds at the Our Lady of the Visitation Catholic Church in Kiowa, CO effective: September 1, 2015.

1. The parish and its properties are Sacred Grounds and Private Property. The possession of weapons in or on the parish’s church and properties is inconsistent with the mission and faith practices of the Roman Catholic Church. Signs will be posted on or near doors and/or entrances of the Church grounds, which state: “All weapons and firearms are prohibited” (or similar wording).

2. Duly sworn, Colorado Law Enforcement officers are exempted from this policy.

3. If a person is observed carrying a concealed or openly carrying a weapon (including a firearm), that person will be immediately contacted and advised that such weapons are not permitted in the building or on the grounds, and they will be asked to please secure the weapon(s) in their vehicle. If the person refuses to comply with this request, local law enforcement officials are to be promptly called to escort the person off of the church’s property.

4. Employees and/or volunteers who intentionally violate this policy will be subject to appropriate disciplinary or corrective actions. Additionally, any group that violates this policy may be prohibited from future use of the parish’s properties.

(for CCW Permit holders:) Colorado Revised Statute (CRS) 18-12-214(5) advises that any individual issued a permit to carry a concealed weapon (CCW) shall not carry a concealed handgun where the private property owner has disallowed weapons. Therefore, weapons (handguns, knives, etc.) are not permitted in or on the Our Lady of the Visitation Catholic Church properties (excluding law enforcement officers).

Fourth Degree members of the Knights of Columbus in Full Regalia are permitted to carry in their ceremonial swords, which do not fall into the category of weapons. Military Honor Guard performing Military Honors at/after funerals are exempted from this policy.

Revised: 06/01/2016
Attachment #6

Example, Application for Special Event (Insurance) Coverage

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

DIOCESE OF COLORADO SPRINGS - 0342
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 option).
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: $100 Per Event (Overnight Stays - $125)

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: ____________________________ ZIP Code: ____________________________
City/State: ____________________________ Telephone: ____________________________

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 ________
Approximate Number of Participants: ________

Is Food Being Served? Yes ________ No ________

Is Liquor Being Served? Yes ________ No ________

If liquor 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.

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: DIOCESE OF COLORADO SPRINGS
RETURN WITH FORM TO: DIOCESE OF COLORADO SPRINGS 228 N CASCADE AVE. COLORADO SPRINGS, CO 30903

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

SL_3P (7/12)
Our Lady of the Visitation Catholic Church
Facility Operating Plan

Attachment #7

General Acknowledgement Form
of agreement to follow and a copy of the OLV Facility Operating Plan

This form to be signed by a representative of the group requesting the use of the facility and to be retained in a file within the Parish Office for a period of time, determined by the diocese’s file retention policy.

I agree to follow the procedures as outlined in the Our Lady of the Visitation Parish’s Facility Operating Plan (a copy of which, I also hereby attest was previously given to me for my use and retention).

_________________________________________  _________________
Signature of Group Representative                  Date

Name of Group

_________________________________________  _________________
Pastor                                          Date
Our Lady of the Visitation Catholic Church

Revised: 06/01/2016