



Insurance Requirements for Third Parties Doing Business with the Diocese

Often times, outside parties request to use parish or school facilities, or we hire vendors and contractors to provide services, such as:

- Outside groups renting or using parish or school facilities (gyms, halls, classrooms, fields)
- Vendors providing services on site (janitorial, maintenance, landscaping, catering, etc.)
- Contractors performing construction, repair, or improvement work
- Event organizers hosting fairs, festivals, or fundraisers on parish or school property
- Transportation providers hired for school or parish trips (buses, vans, or private carriers)
- Outside instructors, coaches, or trainers running classes, sports programs, or camps
- Performance groups, choirs, or entertainers using facilities for concerts or assemblies
- Food vendors, concessionaires, or catering companies serving parish or school events
- Technology or equipment providers installing or servicing systems on property
- Any situation where alcohol service is proposed or licensed security is hired

In all of these situations, the following insurance requirements apply:

1. **Indemnity Agreement Requirement:** All third parties including vendors, contractors, service providers, event organizers, and facility users must have a written agreement with the parish or school. The agreement must include diocesan indemnification language and signature lines for both the third party and the parish or school.
 - Use **Facility Usage/Indemnity Agreement** for parties using the Parish/School property, such as:
 - Girl Scouts, Knights of Columbus, American Legion, or other similar organization that use parish/school facilities for meetings or fundraisers.
 - AAU sport teams or non-parish sponsored sport classes/clinics.
 - Parishioner and non-parishioner families that rent or use parish/school facilities for wedding receptions, family reunions, anniversary parties, or other similar events.
 - In lieu of signing the Facility Usage Agreement, a parishioner or non-parishioner family would be eligible to purchase “special event” liability coverage through your parish/school via Catholic Mutual.
 - Please note that funeral luncheons are parish sponsored events.
 - Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.
 - Use **Adult Hold Harmless Agreement** for:
 - Adult Athletic Participation – adults who use or rent the parish gym for “non-parish sponsored” basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement.
 - It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid.
 - Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish may obtain one signed agreement per individual, per season.

- Craft Fairs – considering that a parish craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors’ registration materials for the vendor to sign.
 - A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish’s craft fair.
 - Other Small Groups: In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for small groups (under 20) that do not have liability insurance.
 - Similar to the adult athletic participation, in these cases, an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish facilities.
 - When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage/Indemnity Agreement, which requires insurance.
2. **General Liability Insurance:** A Certificate of Insurance is required showing:
 - Minimum 1,000,000 per occurrence
 - Minimum 2,000,000 general aggregate
 - Coverage must be written on an occurrence basis, not claims-made.
 3. **Additional Protected/Waiver of Subrogation Requirement:** The Certificate of Insurance must include by endorsement:
 - The Roman Catholic Bishop of Sacramento, a Corporation Sole; and applicable Parish/School as additional protected/certificate holder
 - Primary and noncontributory basis
 - Waiver of subrogation
 4. **Auto Liability (if applicable):** If vehicles are used in the course of work, services, or event activities, the following is required:
 - Commercial Auto Liability with 1,000,000 combined single limit per accident
 - Most personal automobile insurance carriers exclude coverage when a personal automobile is used for business use.
 - If personal vehicles are used for business purposes by a vendor, the policy must extend to business use, and the carrier must provide this confirmation in writing.
 5. **Workers’ Compensation (if applicable):** If the third party has employees, proof of statutory Workers’ Compensation coverage must be provided.
 6. **Umbrella or Excess Liability:** An Umbrella or Excess Liability policy may be used to satisfy liability limits if it follows form.
 7. **Responsibility for Damages:** The third party is responsible for all property damage or bodily injury caused by its operations, employees, volunteers, or attendees.
 8. **High-Risk Activities and Restricted Items**
 - High-risk activities such as bounce houses, mechanical rides, petting zoos, or firearms are prohibited.
 - Alcohol requires advance written approval and additional insurance.