

## PARISH PICNIC/FESTIVALS

Good planning and supervision are the foundation for holding a successful parish picnic/festival. Parishes should have a picnic/festival chairperson who is responsible for communicating all policies and procedures to all workers. The chairperson should report to a staff person at the parish/school. In addition to a chairperson, each operational area of a picnic/festival should have a supervisor, who also has responsibility to alert workers of policies and procedures. It is strongly recommended that parishes develop written guidelines for the operation of their picnic/festivals which are handed out to all volunteer supervisors and workers. By having formalized policies and procedures in place that are communicated to the proper individuals, many problems can be avoided. See: A Picnic/Festival Best Practices checklist.

## **Certificates of Insurance and Vender Agreements**

The <u>Parish Festival Vendor Hold Harmless/Indemnity Agreement</u> should be signed by vendors who provide services at parish festivals/picnics. The Parish Festival Vendor Agreement must be signed by the following types of parish festival vendors:

- 1. Ride and game vendors
- 2. Tent companies
- 3. Security companies
- 4. Suppliers of large quantities of food
- 5. Vendors who provide medical services
- 6. Bands/Entertainers
- 7. Other vendors

The Parish Festival Vendor Hold Harmless/Indemnity Agreement requires the festival vendor to provide the parish with a certificate of insurance documenting general liability coverage in the amount of two million (\$2,000,000) dollars per occurrence. The certificate of insurance must name the parish and the Diocese as an additional insured. It is not adequate to obtain a certificate of insurance from a parish festival vendor which names the parish as a "certificate holder." Certificates of insurance obtained by festival vendors should be reviewed by the Diocese or Catholic Mutual prior to the event.

## What is an Additional Insured?

Many parish festival/picnic chairpersons have a difficult time determining whether or not a parish vendor has actually added the parish and the Diocese as an additional insured. See document entitled <a href="How Do I Know If My Parish Has Been Named as an Additional Insured">How Do I Know If My Parish Has Been Named as an Additional Insured</a>? This will provide you with the criteria to determine whether or not a parish festival vendor has provided you with a certificate of insurance, which actually names the parish as an additional insured.

## **Do Not Sign Contracts without Approval**

It is very important to read a contract before signing and equally important to understand what the contract says. For this reason, Catholic Mutual and your Diocese have a contract review policy. Contracts should only be signed by the Pastor, Principal or Business Manager.

In the past, there have been many contracts relating to parish picnics/festivals that were signed by the parish, which contained very unfavorable wording. Most of the unfavorable contracts contained hold harmless and indemnity wording that required the parish to pay for any type of claim which happened during the parish event. Since the insurance program does not cover any type of claim that ever happens, parishes that signed these types of contracts were actually risking parish assets.

Another type of unfavorable contract commonly signed by parishes is a contract requiring the parish to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish agrees to pay for damage to the equipment regardless of how it happened, even if the damage was due to natural causes such as wind or lightning. The insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A Pastor, Principal or Business Manager should never sign a contract which contains wording as described above. It is only acceptable to assume responsibility for claims or property damage which the parish would be legally responsible for in the absence of the contract. Remember, no matter how small a contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish is risking severe financial burden if a liability claim or property damage occurs. To ensure that Catholic Mutual has adequate time to review a contract, please allow at least fifteen (15) business days for review and be sure to provide the entire contract. When signing of a contract before it has been approved is a necessity, write on the contract, "This contract is contingent upon the approval of our insurance company representative." This will allow you to void the contract, if necessary.