12-6: Facility Use – Insurance Requirements

1. Responsibility Centre: Property Management Committee

2. Rationale or Purpose
Bells Corners United Church (BCUC) maintains insurance to protect the premises and liability should an accident or unfortunate incident occur on the premises. This insurance applies to all regular functions of the church. Questions arise, however, when a third party or outside organization is involved. This policy is intended to address those situations where additional insurance is required.

The United Church of Canada's *Congregational Board of Trustees Handbook*, 2004, Section 56, offers the following guidance regarding the need for insurance from outside organizations or groups:

> *"Organizations or groups using congregational premises should have their own liability policy. Such users might include*
> - *day care, Scouts and Guides, or community groups*
> - *contractors doing work on congregational premises*
> - *neighbouring organizations whose clients have permission to use the congregation's parking lot*
> - *church-related organizations that are separate and distinct entities from the United Church The congregation should request that the user add the congregation as an additional insured in the user's liability policy, and should obtain a certificate of insurance confirming this addition. Certificates of insurance are effective in two ways. They provide evidence to the congregation that the user does in fact have its own insurance. And when the congregation is added as an additional insured, the user's policy can protect the interest of the congregation. Certificates of insurance may be obtained from the user's broker or insurer. Normally there is no charge for adding a congregation as an additional insured. Certificates of insurance should be kept on file and updated annually before their date of expiry."*

The Trustee's Handbook is mute regarding the rental of facilities to members and adherents of the church or to individuals outside of the church for private social functions or meetings. However, it seems impractical to demand evidence of insurance (which could cost $150 to $250) from an individual or an informal "uninsured" group (e.g., informal neighbourhood bridge group, Book Club, Coffee and Friends, liturgical dance group, drumming group, etc.) who wishes to rent space for say $50 in revenue. This policy endeavours to address such situations by applying a "risk-assessment" approach. The risk involved in renting space to a euchre club or choral group would seem to be significantly lower than for activities such as martial arts, sports, programs involving children or youth, etc.

3. Policy Statement
The BCUC insurance policy covers the operation, work and life of the church. While BCUC sponsored activities and programs are covered by the church's insurance, in general, outside organisations or individuals using BCUC activities are required to provide proof of third-party liability insurance.

4. Scope
This policy applies to all activities/events conducted in BCUC facilities by individuals, outside organizations or persons or organizations involved in commercial activities at the church, including those who may be participating in BCUC sponsored events, e.g., Eco-Fairs, fashion shows, clothing, jewellery or cosmetic sales, etc.

5. Procedures
With the exception of regular BCUC activities, including meetings in the on-going life and work of the church (worship, education, outreach, pastoral care and stewardship, etc.), all persons or organizations asking to use BCUC facilities are to submit an application *(Agreement For the Use of Bells Corners United Church (BCUC) Facilities* - Attachment 1) to the Church Office in accordance with BCUC Policy – 12-2: *Use of BCUC Facilities).*

If alcohol is to be served at any event, additional requirements apply (see BCUC Policy - *3-1: Serving of Alcohol in BCUC).* The need for a certificate of insurance is to be addressed at that time.

The activities involved in the life and work of BCUC, i.e., they appear in the BCUC Activities Plan or are sponsored and run by a BCUC committee or group that functions within our governance structure, are covered by BCUC's insurance policy. Examples of such activities include, but are not limited to:

- Worship, weddings, funerals, etc.
- Building maintenance and upkeep, etc. (contractors require proof of insurance)
- Program activities – committee meetings, music programs, Sunday School and Christian Education, pastoral and spiritual care, stewardship, sacred dance, labyrinth, ecumenical breakfast, UP group, Men's Group, etc.
- Special BCUC events. These are one-off or non-recurring events intended to bring together a specific group for a specific purpose, within the congregation at BCUC, and/or the broader community that are intended to promote the spiritual development and social coherence of BCUC and/or fund raising for BCUC or its discrete programs or projects, e.g., fundraisers such as Raise the Roof, fish fry, Asian supper, New Year's dinner, Mission Exposure Program, garage sale, strawberry social, Christmas Fair, Eco Fair, etc.
- Study groups, meetings and activities sponsored or run by Ottawa Presbytery or other higher levels of the United Church of Canada, e.g., a Presbytery meeting, UCW, etc.

Unless exempted, a certificate of insurance that shows that the renting party has the needed liability insurance ($2,000,000) is required when:

- any rental arrangement where BCUC provides the space in return for the payment of rent, a fee or a free-will donation for activities that BCUC is not directly delivering as part of its own programming, e.g., Friendship Club, Probus, Rotary Club flower distribution, Camp Awesome, nursery school, martial arts lessons, violin lessons, yoga classes, zumba, birthday parties, bridal and baby showers, etc.
- all persons or organizations involved in commercial activities at the church, including those who may be participating in BCUC sponsored events, e.g., Eco-Fairs, fashion shows, clothing, jewellery or cosmetic sales, stop and shop events, judo classes, music lessons ,etc.
- any permission to use the parking lot for purposes other than for BCUC's own use, e.g., use of the BCUC parking lot for overflow parking by the mosque, use of the BCUC parking lot by a neighbouring condominium corporation, etc.
- space is provided without charge by BCUC where the program or activity is seen by BCUC as a valuable non-profit community activity, but BCUC is not directly involved in delivering and supervising the program or activity. e.g., , Alcoholics Anonymous, Victoria's Quilts, , etc.
- contractors who do repairs or maintenance of the building or who provide services in the building (e.g., janitorial services, the company that came with a truck and fried fish for the fish fry, etc.) must carry their own liability insurance and be required to provide a certificate of insurance

Exceptions to the requirement for third-party insurance for individuals or outside organizations may be warranted, depending on the risk profile of the event (see Definitions below and BCUC Policy – 15-4: Board of *Trustees - Risk Management).* Such events might involve, but are not limited to, "low-risk " activities such as the Book Club, Coffee and Friends, Condominium AGMs, Valley Men Chorus, a government entity renting space at BCUC, [e.g., when BCUC serves as a polling station for an election (governments are typically self-insuring)], etc. If questions arise regarding the granting of an exemption the Property Management Committee is to be consulted.

PAL Insurance Brokers Canada. http://www.palcanada.com/en/ is one company that has provided liability insurance for specific events to renters in the past.

6. Roles/Responsibilities

The Property Management Committee is responsible for:

- maintaining this policy and associated procedures.
- classification of activities as either activities involved in the life and work of BCUC or as outside activities that require a certificate of insurance.
- evaluation of the risk profile of specific events,
- the implementation of this policy.

The Office is responsible for:

- the administration of this policy
- responding to inquires regarding the use of BCUC facilities
- receipt of applications to use BCUC facilities
- receipt of the certificate of insurance and any applicable fees, as required
- booking of the facility
- collecting fees and rent.

7. Definitions

a) Risk – an uncertain event or condition that, if it occurs, would have an effect, usually negative, on a person, activity or organization.

b) Risk Profile – an assessment of a particular situation/activity to identify the risks associated with it, the likelihood that they would occur, and the impact they might have.

c) Risk Management – the process of protecting an organization's assets and income by reducing potential losses before they occur, and by minimizing the damage from unavoidable losses that do happen. The steps of risk management include identifying and evaluating risk exposure, eliminating or reducing risks, and financing unavoidable risks by such means as insurance.

8. References

a) United Church of Canada *Congregational Board of Trustees Handbook*, 2004
b) The *BCUC Handbook, 2015*
c) The *BCUC Policy Manual*
- 12-2: *Use of BCUC Facilities - Agreement For the Use of Bells Corners United Church (BCUC) Facilities*
- *3-1: Serving of Alcohol in BCUC*

9. Approval authority: Church Board

10. Drafted: Property Management Committee
Approved: Church Board: June 28, 2017
Replaces: New

Attachment 1:

Facilities Use Agreement
Bells Corners United Church

Renter or Organization: _____

Contact Information
Responsible person _____ Signature: _____

Address: _____

Telephone: Home: _____ Work: _____ Cell: _____

E-mail Address: _____

Booking Information:
Purpose or type of event or activity): _____

Room(s): Main Hall; Kitchen; Music Room; Gym; Sanctuary; Shalom Room; UP Room; Nursery Room; Narthex; Lounge, Yard.

Date(s) _____ Time(s): _____ to _____-

Recurring (N/A, Weekly, Monthly, etc.): _____ First Date; _____ Last Date_____

Number of People: _____

Declaration:

1. I/we, the applicant(s) named above, will use only those facilities shown in the Facility Usage Agreement.
2. I/we will ensure that the space will be used under the conditions outlined in Appendix 1, *Conditions of Use of Bells Corners United Church Facilities* of this form.
3. I/we will reimburse BCUC for any loss or damages arising from my/our event or activity.
4. I/we confirm that BCUC will not be held liable for any accident or injury resulting from my/our event or activity, and I/we will indemnify BCUC against any claim arising therefrom.
5. I/we will, upon request, provide a certificate of insurance coverage (liability insurance ($2,000,000) naming BCUC as an "additional Insured" for the organizers of, and participants in, my/our event or activity while on the premises of BCUC. [**Note**: PAL Canada (www.palcanada.com) is one on-line provider of suitable insurance.]

Fee Information
Certificate of Insurance Required (Y/N): _____ Certificate Received: _____

Fee amount (also indicate Once, Monthly or Annually: _____

First Payment Due: _____ Last Payment Due: _____

Please reserve enough time do setup and clean-up as the room(s) may be reserved immediately before or after booking.

Appendix 1:

CONDITIONS OF USE OF BELLS CORNERS UNITED CHURCH FACILITIES

Church facilities are used by a variety of church groups and community organizations. Each group leader is responsible for the behavior and personal safety of his or her group, the security of the church property and building, and adherence to the following policies and guidelines:

1. Bells Corners United Church (BCUC) reserves the right to pre-empt regularly scheduled activities for special church functions (e.g. funerals, weddings, all-congregational events, etc.). Facility users will be notified as far in advance of such disruptions as possible and are thanked for their understanding and flexibility.

2. With the exception of the washrooms, groups are to use only those facilities shown in the Facility Usage Agreement.

3. All publicity shall be arranged by the Applicant, The Applicant's telephone number shall be included on all such publicity. All inquiries pertaining to the event shall be directed to this number. The telephone number of BCUC shall not appear on any such publicity. Any advertising of an event not supported by BCUC must not imply that BCUC is sponsoring the event; BCUC may be mentioned in any advertisements only with respect to the location of the event.

4. BCUC is not responsible for any loss or damage, however caused, sustained by the Applicant and any of its guests, audience members, invitees or participants arising from the use of the Facilities by the Applicant.

5. The Applicant shall fully indemnify BCUC from any claim which may be made against the church or any of its employees, agents, guests, audience members or invitees and shall fully indemnify BCUC from any loss which BCUC might suffer arising from the use of the facilities by the Applicant.

6. The Applicant is fully responsible for any damage or unnecessary wear and tear on the furnishings or structure arising from the use of the Facilities by The Applicant whether caused by The Applicant, its employees, agents, guests, members or invitees. Broken or damaged property or equipment must be reported to the church office.

7. The Applicant must notify the Office if any church equipment (e.g., dishwasher, audio system, etc.) is to be used to ensure that its use is restricted to persons familiar with the operating instructions.

8. Groups must set up their own equipment and furnishings, return all furnishings and items to their original location, and sweep or clean up at the end of their event or activity. Failure to comply may result in the levy of a custodial fee, and/or impact future availability of the facilities.

9. The Applicant must comply in all respects with municipal fire regulations, occupancy limits, etc. Additional conditions may be imposed by the church.

10. The dignity of the Sanctuary must be respected at all times. No food or beverages are permitted in the Sanctuary.

11. No decorations, props, equipment and lighting shall be brought in to the Facilities for the Event without the prior approval by the Office or the Property Management Committee in advance of the Event.

12. Masking tape may be used to affix decorations to the walls; scotch or double-edged tape, nails or tacks are not permitted.

13. Lighted candles are not to be used within the building, with the exception of candles used in worship services.

14. Games of chance involving the exchange of money or the purchase of chance or prizes are not permitted in the building.

15. No smoking is permitted in any of the Facilities and the applicant shall ensure that City of Ottawa bylaws are adhered to, i.e., 50 feet away from building.

16. Serving of alcohol must comply with BCUC's Alcohol Policy (available from the church office).

17. Prior to departure, group leaders must ensure that all windows and doors are closed and locked, and that all interior lights have been turned off.

18. After an event, or at the conclusion of an activity, any key (s) must be returned promptly to the church office.