



Striving Towards Excellence

Philippians 3:14

Hospitality vs. Liability

Creating Boundaries for Outside Groups

Churches are often viewed by the public as good places to hold meetings, weddings, and other events. Allowing outside groups to use the church facilities increases your risk and potential for a claim. If your ministry does not already have a written Facility Usage Policy and/or Agreement, it's time to put one in place.

The following should be considered when putting a usage policy in place:

- Which spaces within your church are usable and which are off-limits
- Whether or not a church member must sponsor an outside group
- Whether or not you'll limit building rental to groups that advance your church's mission
- Whether or not you'll rent your building to for-profit organizations
- Rental fees and related expenses
- Set-up and clean-up responsibilities
- Behavioral expectations (drinking, smoking, conduct, respecting the facility)
- Whether or not childcare providers must be selected and screened by the church

Each of these items should be addressed in the Facility Usage Policy and/or Agreement. A policy should be given to each outside group using your facility and an agreement signed by the group representative kept on file. -continued on back-

A NOTE FROM CHUPP AGENCY

Just as our Savior's birth was surrounded by violence, so we find ourselves today. The news reports are heavy with tragic stories of shootings and violence across our nation. Our sympathies go out to the victims of the many terrible events that have made headlines in recent weeks. Such tragedies leave us concerned about the safety in our communities and places of ministry.

While we can't control the actions of others, we can take steps to be prepared for acts of violence. We want to share with you a free resource page provided by GuideOne Insurance that covers all things related to dealing with the possibility of armed intruders. The Armed Intruder Resources page is filled with safety materials that cover need-to-know topics like proactive preparation strategies, security options, coverage considerations, active shooter response methods, and ways to make your organization less vulnerable.

You can reach the resource page by going to www.guideone.com, hover over GuideVantage at the top of the page, then click on [Armed Intruder Resources](#).

Our prayer is that you never experience such a tragic event, but we hope you'll take time to look over these resources and gain peace of mind in the process.



CHUPP INSURANCE AGENCY

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PROTECTING YOUR PEOPLE

E-mail Address Request

Do we have correct e-mail addresses for your ministry contacts? Send them to audra@chuppinsurance.com so we can keep you informed and up to date with news you need to know.

Hospitality vs. Liability

The facility agreement that is signed by and given to the outside group should be personalized for each group to include the following details:

- Costs, including fees for damage to property
- Rental times
- Expectations
- A release of liability
- A “hold harmless” clause

The release of liability and “hold harmless” clause help protect the church in the case of a lawsuit. Due to the legal ramifications that can arise, it is strongly recommended that you have an attorney review your Facility Usage Agreement before adopting it officially. It is also recommended that each group provide a Certificate of Liability Insurance, either from their organization’s insurance policy or the individual’s homeowners/renters insurance policy. For repeat users, the church can ask to be added as an Additional Insured on the user’s policy. This adds an additional layer of protection for the church.

Usage Approval

Your church should have a clear application and approval process for outside groups who would like to use your facilities. Information that should be gathered at the time of initial request includes:

- What specific type of event will the group host?
- How exactly will the group use the space?
- How has the group treated previous event venues?

It is best practice that a group from the church, rather than an individual, give approval or denial for usage requests. Documentation of approval or denial of the request should be maintained by the church.

Contact our office for a sample policy that can be personalized.

Why Hired and Non-Owned Auto Liability?

Our office often receives questions about why a ministry would need Hired and Non-Owned Auto Liability on their insurance policy. The following questions help answer this.

- Does your church secretary, pastor, or even a volunteer use their personal auto for church business? This includes going to the post office, purchasing supplies for church ministries, picking up pizza for the youth, or hospital visits.
- Are vehicles or busses rented under your church’s name? Maybe your youth group rents a van or bus for a mission trip or church leaders rent a vehicle to attend a retreat or conference.

If you answered yes to either of these questions, then your ministry needs to have Hired and Non-Owned Auto Liability (H&NO). Non-Owned Auto is liability coverage for accidents involving vehicles that are used for but not owned by your ministry. Hired Auto covers liability when a vehicle is rented by the church. If an accident occurs with one of these vehicles when being used for the church, H&NO coverage will kick in if a lawsuit results.

Physical damage on a non-owned vehicle is the responsibility of the vehicle owner. For hired (or rented) vehicles physical damage will either need to be added through the rental provider or can be added onto the H&NO coverage through your insurance. It’s important that the amount of physical damage coverage is enough to cover the full replacement cost of the vehicle being rented.

Call our agency today if you have questions or to verify that this coverage is on your policy.



“Do not be afraid. I bring you good news that will cause great joy for all the people. Today in the town of David a Savior has been born to you; he is the Messiah, the Lord.”

Luke 2:10-11