



# Working with Outside Groups

## Purpose and Scope of the Rio Texas Conference Child, Youth, and Vulnerable Adults Safety Policy

The Rio Texas Conference Policy mandates that “the scope of this policy and its provisions shall apply to all staff, volunteers, clergy, or lay persons in local churches, districts, and conference sponsored ministries of the Rio Texas Conference who have direct or indirect contact with Participants (Children, Youth, or Vulnerable Adults).”

Unless churches have a licensed facility, all church sponsored ministries must follow the church's safety policy and thus the conference policy. If churches decide to proceed in another manner they should do so under the advisement of legal counsel.

## Recommendations when providing space for outside groups

If churches make arrangements with other groups to utilize their facilities, then we recommend the following steps be taken to ensure the safety of all people:

1. **Review the tax guide for Churches and Religious Organizations:**  
[riotexas.org/saferesources](http://riotexas.org/saferesources)
2. Churches should draft their own policies and procedures when contracting with an outside organization (i.e. not a ministry sponsored by the church)
  - a. The church should ask outside organization for a certificate of insurance
  - b. The church should be added to the outside organization's insurance as an additional insured under the general liability and sexual misconduct coverage (\$500,000/person, \$1M/occurrence aggregate)
  - c. The church should work with its own legal counsel to draw up a general use indemnity agreement identifying the responsibilities for each party. *See page 3 for language suggestions.*



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### Tips and Best Practices to keep in mind

1. The activity cannot be church sponsored- your church must only be acting as landlord and providing space/land/venue for the group.
2. Outside groups should have their own policies and procedures if they do not follow church's policy.
3. Minimum: require outside groups to conduct/show proof of background checks
4. Many churches choose only to contract with non-profit organizations. This is a best practice to consider when drafting your church's policies and procedures
5. Avoid drafting waivers, which are generally not admissible in the courts, but instead ask a lawyer involved to draw up a legal general use agreement- so both parties know who is responsible for what. *See page 3 for language suggestions.*
6. Be wary of organizations without insurance. Think twice about letting these groups use your facilities especially when they are working with a vulnerable population
7. All contracts should be drafted by your legal counsel. *See page 3 for language suggestions.*

## Recommendations For General Use Agreement

Rio Texas recommends strongly entering into a General Use Agreement with any outside groups renting or using your facilities. You should have a lawyer draft a general use agreement. The general use agreement should have some version of the following:

1. Outline the responsibilities of both parties.
2. Terms of agreement including:
  - a. Rental and rate information, including deposit information and what leads to loss of deposit.
  - b. Event dates and time or length of time.
  - c. Number of guests expected and allowed.
  - d. Who is responsible for installation and removal of decorations and or any other items. Who is responsible for set-up and take-down/clean-up.
  - e. Termination of contract.
  - f. Any other special provisions.
3. Force Majure Clause: Include clause that Owner shall not be liable to User or any other party for any claim, cause, damages or inability to use the Facility arising directly or indirectly from occurrences, causes or other things beyond the control of Owner, including acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority, war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alternations, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor or materials.
4. Indemnity Clause: Include indemnity clause that the User shall indemnify, defend and hold Owner and its partners, managers, employees, etc. harmless from all claims that can be asserted as a result of the Agreement and use of facility. This must be conspicuous with a clear heading and in bold, capital letters.
5. Release of Liability Clause: Include a release of liability clause and specifically state the legal claims that it applies to, including negligence. This must be conspicuous with a clear heading and in bold, capital letters. You should not include a waiver of gross negligence since that likely would be held unenforceable as it is against public policy.
6. User should agree to abide by terms of the Agreement and all applicable federal, state and local laws. Additionally, User should agree to conduct background checks for all employees and volunteers who will be at event.
7. User should agree to have a minimum amount of insurance coverage, and provide a certificate of said insurance.
8. Assigns and Successors: Agreement is binding on successors and permitted assigns. Make sure that assigns must be approved in writing by Owner.
9. Signed by both parties. Recommend that two signatories sign the contract. Can be Chair of Trustees (or designated board member) and designated church representative, such as Executive Director.