Shelter Agreement between the American Red Cross and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("CPB"), the facility owner, so that the Red Cross may use a designated CPB facility as an emergency shelter during a disaster.

DR#: ______________________   Facility: ______________________________

Parties and Facility

Owner:

Unit Name: __________________________

24-Hour Point of Contact:
Name and title: ________________________
Work phone: ________________________   Cell phone/pager: ________________________
Address for Legal Notices:

_______________________________

_______________________________

_______________________________

Copies of legal notices must also be sent to:
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, Office of General Counsel,
50 E North Temple St., Salt Lake City, UT  84150
and
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, Humanitarian Services Division,
50 E North Temple St., Salt Lake City, UT  84150

Red Cross:
Legal name: The American National Red Cross
Chapter: ________________

24-Hour Point of Contact:
Name and title: ________________________
Work phone: ________________________   Cell phone/pager: ________________________
Address for Legal Notices:

_______________________________

_______________________________

_______________________________
Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building or, if multiple buildings, write “See attached Facility List” and attach Facility List including complete street address of each building that is part of this Agreement).

Terms and Conditions

1. Use of Facility: Upon request and if feasible, CPB will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter. However, the chapel, baptismal font, and offices of the Facility are not to be used by the Red Cross or shelter occupants.

2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Church will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross. The Church will also designate at least one member of a local Church unit to be present at any time the facility is being used.

3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of The Church. Heaters that are not part of the Facility may not be used in the building.

4. Food Services: Upon request by the Red Cross, and if such resources exist and are available and the Facility Coordinator consents to their use, CPB will make the food storage, preparation, and serving equipment of the Facility available to feed the shelter occupants. The Facility Coordinator and Shelter Manager will jointly conduct a pre-occupancy inventory of the food service supplies in the Facility before it is made available to the Red Cross. Cooking equipment that is not part of the Facility furnishings may not be used in the building.

5. Custodial Services: The Red Cross will be responsible for coordinating custodial services and supplies. The Shelter Manager will ensure that the Facility remains clean and orderly.

6. Standards of Conduct: The following standards apply at all times, both in the Facility and on surrounding Church property:
   - There is to be no use of alcoholic beverages, marijuana, illegal drugs, tobacco of any form, or gambling.
   - Fires are not to be built.
   - Weapons are not allowed, with the exception of those carried by law enforcement officers or other uniformed security personnel who have been retained by CPB or the Red Cross to provide security services.
- There are to be no pornographic or other indecent materials.
- Pets, other than service animals, are not allowed inside the Facility.

7. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

8. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter. Sign locations will be approved by the Facility Coordinator, and the Red Cross will remove such signs when the shelter is closed. CPB will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. CPB will refer all media questions about the shelter to the Shelter Manager.

9. **Closing the Shelter:** The Red Cross will notify CPB or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food supplies and equipment used during the shelter operation.

10. **Reimbursement:** The Red Cross will reimburse CPB for the following:

   a. *Damage to the Facility or other CPB property,* reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. Damage repairs will be made according to CPB’s current replacement and maintenance practices. CPB will select from among bids from at least three reputable contractors and will allow the Red Cross to view bids and provide input into the bidding and selection process. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable, actual, out-of-pocket operational costs,* including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross’s use of the Facility (both parties must initial all utilities to be reimbursed by the Red Cross):

<table>
<thead>
<tr>
<th>Church initials</th>
<th>Red Cross initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Gas</td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td></td>
</tr>
<tr>
<td>Waste Disposal</td>
<td></td>
</tr>
<tr>
<td>Snow Removal</td>
<td></td>
</tr>
</tbody>
</table>

   CPB will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers’ Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers’ Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify CPB and all of its employees, representatives, agents and affiliates against any legal liability, including reasonable attorney
fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Authority of the Facility Coordinator: CPB’s Facility Coordinator has the discretion to make final decisions regarding how the Facility and any of the Facility’s equipment may be used. Such decisions will be discussed with the Shelter Manager. The Facility Coordinator has the right to terminate the use of the Facility as a shelter if he determines that the standards outlined in this agreement are not being adhered to or at CPB’s discretion, with reasonable notice.

14. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

(legal name)

By (signature)

Name (printed)

Title

Date

THE AMERICAN NATIONAL RED CROSS

(legal name)

By (signature)

Name (printed)

Title

Date