
Third Party Use of Location Facilities Self Help and Mutual Aid Group

Locations often serve as meeting places for groups such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) and other similar groups. These groups known as self-help or mutual aid groups are autonomous and are not subsidiaries of the overarching general service office of the organization. As such, these groups are not eligible for general liability insurance through the governing entity. The vast majority are structured this same way.

Given this status, a location who is serving as the facility where the group meets or a location considering such use of one of their buildings, it is essential the location understands the relationship between the local chapter and AOB location. First, locations are not required to allow such groups to meet on location property. The decision whether to allow such groups to use location facilities is a decision for the location leadership.

If a location opts to allow such groups to gather at the location, then there are a number of considerations. First, the location needs to decide if it will be required that the group obtain their own insurance. Historically, it has been shared that these groups have no revenue stream other than donations from participants, and requiring insurance is cost prohibitive. However, if the location wishes to require the group to obtain their own insurance as a requirement of use of the facility this is acceptable. (Note: the waiver application for special events does not apply to the self-help groups based on the frequency of meetings.)

For those locations that determine they will allow the group to meet without obtaining their own insurance, it is critical that the location make it clear to the group that **the group is not considered a ministry or program of the location**. Rather, the group is merely a third-party user of the property. In conjunction with this use, it is important that the location have clear guidance in place as to the time, frequency, location within the building and other considerations for use of the facilities. The group needs to understand the terms of use and that failure to comply can result in being refused future use.

To assist in memorializing the use, the Office of Risk Management has collaborated with legal counsel to create a *template memorandum* of understanding. Each location that allows use of the facilities is strongly encouraged to have this agreement in place. The agreement should be signed by the chapter leader for the group using the facilities.

Lastly, the members of the group need to understand they do not qualify as an insured under the policy of insurance held by your location if a claim should be made against them related to their involvement in this group. This is detailed in item 5 of the MOU. With respect to the location or any members of the

location's staff or volunteers that may have a claim made against them as the result of hosting this group, the location, employee, and volunteer are to receive protection under the liability policy of the location. Keep in mind this coverage is subject to certain limitations and if the nature of the alleged conduct on the part of the location, employee or volunteer is specifically excluded, then there would be no coverage for such loss.

The purpose of this informational memorandum is to encourage all locations considering or currently hosting such groups to be mindful of the nature of the relationship between the group and the location and to take measures to safeguard against losses while providing the safest and most secure use of location facilities for all.

If you have any questions or need clarifications, please send your inquiry to riskmanagement@archbalt.org.