

The Knights of Columbus

# Handbook for Councils Using Home Corporation Facilities



Cover photo: Atlantic City Council home, circa 1930.  
(Photo courtesy Knights of Columbus Multimedia Archives)



Council 996 welcomes visiting servicemen to the clubhouse, Fort Smith, Ark., circa 1939-1945.  
 (Photo courtesy Knights of Columbus Multimedia Archives)

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Father Michael McGivney seated in studio rectory setting. Photo attributed to John J. Tierney, circa 1870s.  
(Photo courtesy Knights of Columbus Multimedia Archives)



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## Foreword

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From establishing K of C Huts during World War I to defending religious liberty in *Pierce v. Society of Sisters* to championing interracial justice in the 1960s, the Knights of Columbus has always addressed the religious, social and material needs of Catholics and others since its founding in 1882. As Americans struggled to rebuild their bonds of brotherhood in the wake of the Civil War, the Order strengthened ties among its members according to the Catholic principles of charity, unity and fraternity. The end of the 19th century was also a period of American history marked by heightened anti-Catholic sentiment. It was in this environment that members began to establish “Permanent Homes” or Home Corporations to provide a space for members to meet, both socially and to support the Order’s mission. Near the end of the 20th century, as overt anti-Catholicism subsided and Catholics became fully integrated into American society, the focus of the Church in America and the Knights of Columbus changed considerably.

Today, proclaiming the New Evangelization is essential to the mission of the Catholic Church and the Knights of Columbus. The Order recognizes how important it is for its members to bear witness to the Good News of the Gospel of Jesus Christ through their councils and in their parishes. For those councils that continue to use Home Corporation facilities, as well as those councils that may wish to transition to being parish-based, this publication provides practical guidance on how councils can support the mission of the Knights of Columbus and the Catholic Church today and into the future.

Carl A. Anderson  
Supreme Knight



Columbus Council 126 home, Brooklyn, N.Y., circa 1920-1929.  
(Photo courtesy Knights of Columbus Multimedia Archives)

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## Introduction

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Welcome to the *Handbook for Councils Using Home Corporation Facilities*. Today, many Home Corporation facilities serve a vital role in their communities by providing much-needed gathering space, not only for Knights of Columbus charitable and fraternal programs, but also for many parish activities. Successful relationships between councils and Home Corporations are those that have at their heart the principle of charity, and such relationships are exemplified by council programs that serve the local community. However, many Home Corporations also struggle to pay increased property taxes, manage liability risks, and compete with reasonably priced upscale banquet halls and conference facilities. These and other challenges often lead to difficulties in the relationship between councils and Home Corporations.

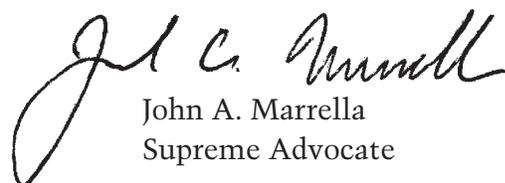
In 2014, the Supreme Council established a policy that councils using Home Corporation facilities must maintain written agreements governing a council's use of Home Corporation facilities and how matters will be settled between the council and the Home Corporation in the event that the Home Corporation chooses to wind up its affairs. In establishing this policy, the Supreme Council expects councils and Home Corporations to work together in mutual respect in regard to their distinct but complementary roles — namely, that of tenant and landlord. The Supreme Council expects that officers of councils and representatives of Home Corporations will act in good faith to clarify the relationship between them in order to promote the fraternal and charitable mission of the council. These expectations are consistent with members' original purpose of forming Home Corporations, which was to support the mission of the council.

In handling numerous inquiries regarding the relationship between councils and Home Corporations, the Office of the Supreme Advocate has developed extensive practical knowledge of the issues that arise in this relationship. In response to these requests for help, and in a spirit of fraternity, we have developed this handbook to present two model contractual agreements that should be used between a council and a Home Corporation: (1) a Terms of Use Agreement; and (2) a Charitable Distribution Agreement. These agreements recognize that councils, Home Corporations and the Knights of Columbus are all separate and distinct entities, and that any agreements are made exclusively between a council and Home Corporation. Neither the Knights of Columbus Supreme Council nor any state council is a party to these agreements, which empower members of councils and Home Corporations to avoid potential problems before they happen and to address actual problems when they do arise. For councils that may decide in the future to become parish-based councils, these agreements provide a framework in which to manage such a transition.

The Terms of Use Agreement clarifies the relationship between a council and Home Corporation. Its purpose is to mitigate risk as much as possible for both parties by setting forth clear terms and conditions governing how a council uses Home Corporation facilities. These terms and conditions include minimum liability insurance requirements, rules governing the use of the trademarks of Knights of Columbus and a method for dispute resolution. This agreement does *not* involve the Knights of Columbus Supreme Council or any state council as a party. The agreement is between the council and the Home Corporation *only*, and its purpose is to assist councils and Home Corporations in resolving amicably, among themselves, a wide variety of issues that may arise.

The purpose of the Charitable Distribution Agreement is to clarify how funds and property will be distributed between a Home Corporation and a council *if* the members of a Home Corporation decide to dissolve the corporation. It does not state that the Home Corporation must dissolve. That is a decision that can be made only by the officers and members of the Home Corporation. By signing this agreement, a council and Home Corporation are deciding in advance how to settle matters between them in the event that the Home Corporation at some point is dissolved.

Taken together, these two agreements protect both the council and the Home Corporation from litigation risks and reputational damage, while minimizing fraternal disputes. They are crafted to address precisely those issues that the Office of the Supreme Advocate is most often called on to resolve, and their purpose is to empower councils and Home Corporations to solve problems on their own. These two agreements will serve to protect the Trademarks of the Order and the good name of the Knights of Columbus, the Home Corporation and the local council. We strongly recommend the adoption of these agreements. We note that the specific implementation of these agreements may require the services of a local attorney. Whether a council decides to strengthen its relationship with its Home Corporation or become a parish-based council, entering into these agreements will help make that decision as orderly as possible.



John A. Marrella  
Supreme Advocate



Council 166 home, Yonkers, N.Y., circa 1920-1929. (Photo courtesy Knights of Columbus Multimedia Archives)

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## Then and Now:

### A Brief History of Councils and Home Corporations

Since its founding in 1882, the Knights of Columbus has addressed the religious, social and material needs of its members. As Americans struggled to rebuild their bonds of brotherhood in the wake of the Civil War, the Order strengthened ties among its members — many of whom were veterans of the war — according to the Catholic principles of charity, unity, and fraternity.<sup>1</sup> At the time, few social institutions for Catholics existed within heavily Protestant New England, and there was a strong desire to own property among recent immigrants who joined the Order in large numbers.<sup>2</sup> By the end of the 19th century, a movement began among local council members to create “Home Corporations”<sup>3</sup> in order to secure “permanent homes” for their councils. This popular initiative spread across the United States and over time evolved into a movement toward

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<sup>1</sup> Mary Ann Clawson, *Constructing Brotherhood: Class, Gender, and Fraternalism* (Princeton University Press: Princeton, 1989), 125.

<sup>2</sup> David T. Beito, *From Mutual Aid to the Welfare State: Fraternal Societies and Social Services, 1890-1967* (University of North Carolina Press: Chapel Hill, 2003), 22; Christopher J. Kauffman, *Faith and Fraternalism: The History of the Knights of Columbus* (Simon & Schuster: 1992), 1.

<sup>3</sup> “Home Corporation” is a generic term for what are variously known as Permanent Homes, Home Associations, Columbus Clubs, KC Clubs, Knights of Columbus Clubs, etc.

men's private social clubs that were largely supported by sales from member-only bars, hall rentals and gaming revenues. For generations, these Home Corporations were the sites of events such as Lenten Fish Fries, community dances and wedding receptions. A deep reservoir of cherished memories and goodwill connected to Home Corporations developed among generations of members and their families.

However, by the end of the 20th century, a combination of factors forced many Home Corporations to sell their properties — a trend that continues today. These factors include escalating tax and regulatory burdens, increased insurance premiums, risks of legal liability, and the proliferation of newer and reasonably priced upscale banquet halls and conference facilities. The Order's leadership also came to realize that Home Corporation-based councils were not necessarily the ideal means for councils to promote the New Evangelization<sup>4</sup> that St. John Paul II advocated so eloquently throughout his pontificate and that the Knights of Columbus has made an essential part of its mission. Accordingly, the Supreme Council made a deliberate decision to encourage councils to return to Father McGivney's original vision of parish-based councils.

This handbook traces the historical arc of the “permanent home” movement from its beginning to its present state. It then provides practical guidance to local councils that continue to use facilities owned by Home Corporations on how they can best position themselves for ongoing use of these facilities. It also provides guidance to members on how they can transition their council to become a parish-based council and transfer the proceeds from the sale of the Home Corporation facility back to the council for charitable distribution.

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## Establishing Roots

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From the start, Father McGivney envisioned parish-based councils, encouraging pastors to “exert [their] influence in the formation of a Council in [their] parish.”<sup>5</sup> At the time, anti-Catholic Nativism was widespread throughout the United States, particularly in New England, where groups such as the American Protective Association worked to isolate and exclude Irish Catholics, among others.<sup>6</sup>

The Home Corporation movement began in the last decade of the 19th century, when members began on their own initiative to form corporations to purchase property and build permanent homes for their councils and venues for related activities. The initiative was supported by the Supreme Council and members of the Church hierarchy, who saw in it an opportunity to enhance Catholic life and culture in the largely Protestant United States. *The Columbiad* — the forerunner to *Columbia* as the Order's official magazine — regularly published columns encouraging councils to establish permanent homes where members could gather together with “the added spirit of proprietorship, the feeling one has who lives with those near and dear to him in his own home, bought and paid for with his own money.”<sup>7</sup> Fundraising to establish these permanent homes was conducted entirely by members of local councils. Members held concerts and banquets and sold bonds to raise the funds necessary to build, buy or lease a Home Corporation property. Subsequent generations of members invested their own personal wealth and sweat equity to maintain and improve these properties.

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<sup>4</sup> Paul VI, Dogmatic Constitution On The Church, *Lumen Gentium*, 31 (1964); Apostolic Exhortation, *Evangelii Nuntiandi: On Evangelization in the Modern World* (1975).

<sup>5</sup> Michael J. McGivney, letter to pastors, April 1882.

<sup>6</sup> Donald Kinzer, *An Episode in Anti-Catholicism: The American Protective Association* (University of Washington Press: Seattle, 1964).

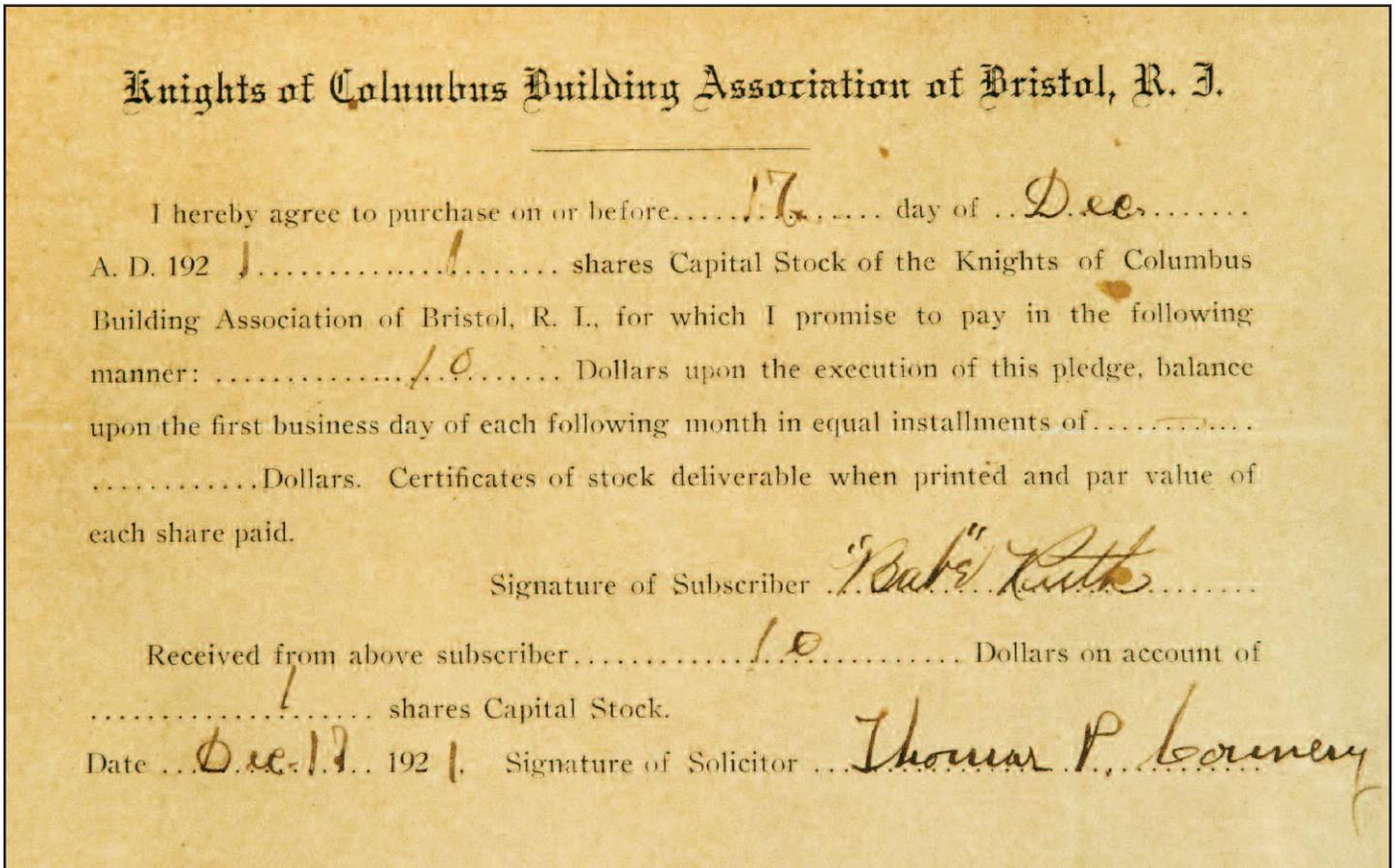
<sup>7</sup> John H. Reddin, “How a Council Can Acquire a Home or Building,” *The Columbiad*, October 1905.

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## Building a Presence

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The Home Corporation movement continued throughout the 1910s and 1920s, but slowed down during the Great Depression. The movement regained momentum after World War II, as members, with the encouragement of the Supreme Council, purchased property and constructed buildings. To subsidize the maintenance and improvement of these properties, many Home Corporations rented their facilities to the public, becoming a venue for dances, concerts, retirement dinners, wedding receptions and other events. Since there was no requirement that these renters have a connection to the Catholic faith, many Home Corporations came to resemble commercial businesses.



Home Corporation certificate bearing Babe Ruth's signature, dated Dec. 17, 1921. Permanent Loan to the Knights of Columbus Museum from Council 379. (Photo courtesy Knights of Columbus Multimedia Archives)

By the 1960s, however, overt anti-Catholic sentiment in the United States had lost much of its former strength, due in large part to the fact that Catholics had become integrated into virtually every institution of American life, including even the nation's presidency with the election of John F. Kennedy, a member of Bunker Hill Council 62 in Charlestown, Massachusetts. Consequently, Catholics were less inclined to segregate themselves in Catholic social clubs such as Knights of Columbus halls. In addition, it became increasingly clear that the responsibilities of managing and maintaining Home Corporation buildings and properties were distracting local councils from the original mission of the Knights, since such responsibilities diverted the councils' energy and attention from the Order's charitable and fraternal programs.

By the late 1970s, the Supreme Council recognized that in order to better serve the Church, there would need to be a closer relationship between local councils and parishes. As a result, the Parish

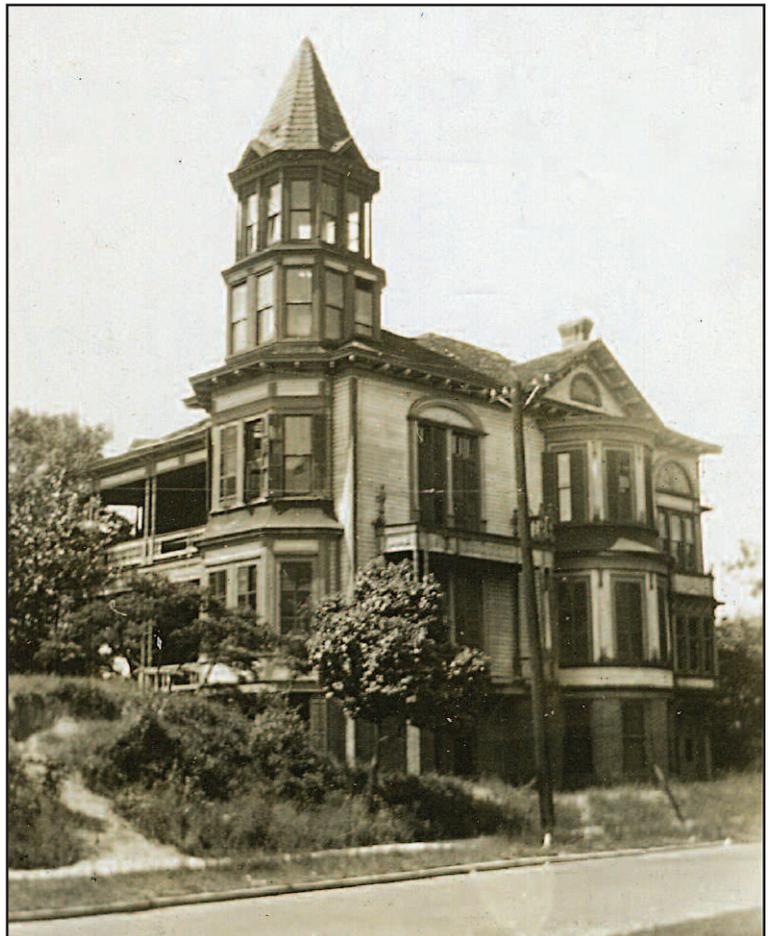
Round Table Program was established for councils to support and assist parish pastors. As Home Corporations continued to decline, parish round tables increased as a way to promote membership in the Order. In many ways, the Parish Round Table Program overlapped with the New Evangelization called for by Pope Paul VI in his 1975 apostolic exhortation *Evangelii Nuntiandi*<sup>8</sup> and promoted throughout the pontificate of St. John Paul II as the Order renewed its emphasis on supporting the Church in solidarity with its priests and bishops. In an address in 1985, Supreme Knight Virgil C. Dechant pointed out that, as the Catholic population in the United States and Canada had continued to grow, the best way for the Knights of Columbus to increase its membership would be through strengthening ties between local councils and parishes.<sup>9</sup> By participating more fully in parish life, rather than isolating themselves in private social clubs, members could more effectively assist the Church's evangelization efforts through an increased emphasis on the Order's charitable mission and its commitment to community service.

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## Today's Challenges

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Today, Home Corporations face challenges that were unforeseen by earlier generations of members, as buildings have deteriorated and member-shareholders struggle to cope with the burdens of increased property taxes, insurance premiums and legal liabilities. In addition, the Home Corporation business model that relies so heavily on third-party rentals is no longer economically viable, as Home Corporations often cannot compete with newer, reasonably priced and richly appointed professional banquet halls and conference facilities. As a result of these trends, many Home Corporations have already sold their properties and dissolved, while many others remain only marginally stable and are consequently vulnerable to risks and liabilities. Although some Home Corporations have managed to remain financially solvent, state deputies and the Office of the Supreme Advocate continue to receive numerous requests for assistance in handling disputes, liabilities, injuries and controversies that arise in connection with Home Corporations. These matters frequently lead to litigation in which the local council, state council, and even the Supreme Council are sued. Factions often arise among members over how the proceeds from the sale of Home Corporation facilities should be distributed. Finally, many Home Corporations experiencing financial distress sometimes agree to rent their facilities to individuals and organizations that use the buildings for



Pensacola Council 778 clubhouse, 1934. Built by Dr. J.S. Herron about 1860 on site of former Fort George. (Photo courtesy Knights of Columbus Multimedia Archives)

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<sup>8</sup> Pope Paul VI, *Evangelii Nuntiandi: On Evangelization in the Modern World*, 1975.

<sup>9</sup> Virgil Dechant, "Knights in Action," *Columbia*, February 1985.

purposes that are inconsistent with the mission and identity of the Knights of Columbus. These rentals cause reputational harm to the Order in the council's local community, on social media and the Internet, and, consequently, around the world.

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## Looking Forward

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In handling countless inquiries, the Office of the Supreme Advocate has developed an extensive practical knowledge of the problems that frequently arise between local councils and the Home Corporations whose facilities they use. In response to these situations and requests for help, a Terms of Use Agreement (Appendix C) and a Charitable Distribution Agreement (Appendix D) have been developed in a spirit of fraternity for councils using Home Corporation facilities. These agreements recognize that councils, Home Corporations, and the Knights of Columbus are all separate and distinct entities, and that any agreements are made exclusively between a council and a Home Corporation. Neither the Knights of Columbus Supreme Council nor any state council is a party to these agreements. These agreements empower members of councils and Home Corporations to avoid potential problems before they happen and to address problems when they occur — on their own. For councils that may decide in the future to become parish-based, these agreements provide a framework in which to manage such a transition. Whether a council decides to strengthen its relationship with its Home Corporation or to transition to a parish-based council, entering into these agreements will establish the legal framework to make that decision as uncomplicated as possible. Ultimately, these agreements are meant to equip members with the tools necessary to solve their problems locally, so that they may more effectively support the mission of the Knights of Columbus and the Catholic Church. What follows are examples and illustrations of actual cases from the field demonstrating some of the problems which Home Corporations face (Section 1), as well as opportunities to further the charitable mission of the Knights of Columbus (Section 2).



Fairview Council 4044 in Chicopee, Mass., hosted its annual Thanksgiving dinner at the Home Corporation facility it uses. (Photo courtesy Knights of Columbus Multimedia Archives)

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# Examples and Illustrations

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## Section 1: Difficult Problems

The following scenarios, which are based on actual incidents, are examples of some of the most difficult problems that can arise between councils and Home Corporations. Each scenario refers to specific sections of the agreements that are intended to address and resolve these problems.

**Scenario 1:** *A Home Corporation rents its facility to a group planning a New Year's Eve party titled "The Capricorn Fiasco." Fliers for the party on Facebook feature several scantily-clad women and boast of music by DJ SexyPants, a "sick" dance floor, and cash prizes to the "hottest ladies in the club." The flier lists the event's location as "Knights of Columbus Hall" and mentions that the event is BYOB. Underage drinking occurs and a fight breaks out in the parking lot. Shots are fired. The police are called, and the next day the local newspaper mentions the incident as having occurred at the local "Knights of Columbus Hall." A lawsuit is filed against both the Home Corporation and the council.*

**Resolution:** Terms of Use Agreement Section 10.1 prohibits Home Corporations from using the Trademarks of the Knights of Columbus, including "Knights of Columbus" and "K of C." Section 10.2 prohibits Home Corporations from using the Trademarks in their legal name. Section 10.4 requires the Home Corporation to include a Rental Agreement Addendum in its standard rental contract to protect the Order's Trademarks from infringement by any third-party renters. Section 11 provides guidelines to the council for properly displaying the Order's Trademarks on Home Corporation facilities. Section 9 requires that Home Corporations must maintain liability insurance, including Dram Shop Liability insurance, in connection with the operation of its bar. Section 9 also requires the Home Corporation insurance to name the council as an additional insured on its policy. In the event that the Home Corporation continues to allow third-party renters to infringe on the Order's Trademarks and to damage the reputation of the Knights of Columbus, Section 16 allows the council to terminate the Terms of Use Agreement on the basis that such infringements constitute a material breach of the agreements.

**Scenario 2:** *A pro wrestling event is held at a Home Corporation facility. Tweets and Facebook fliers refer to "the baddest fight you will ever see" and list the event's location as "Knights of Columbus Hall." YouTube videos posted of the event depict two women cage fighting with the Knights of Columbus name and emblem clearly visible in the background.*

**Resolution:** Terms of Use Agreement Section 10.1 specifies that Home Corporations are prohibited from using the Trademarks of the Knights of Columbus, including "Knights of Columbus" and "K of C." Section 10.2 prohibits Home Corporations from using the Trademarks in their legal name. Section 10.4 prohibits third-party renters from using any of the Order's Trademarks in promoting the event of the renter on the premises. Section 9 requires that Home Corporations maintain Commercial General Liability insurance. In the event that the Home Corporation continues to allow third-party renters to infringe on the Order's Trademarks and to damage the reputation of the Knights of Columbus, Section 16 allows the council to terminate the Terms of Use Agreement on the basis that such infringements constitute a material breach of the agreements.

**Scenario 3:** *A bartender at a Home Corporation bar serves alcohol to underage minors during a council-sponsored charitable event held at the Home Corporation. The minors are killed in a car accident upon leaving the event. Both the Home Corporation and the council are sued, and the incident causes widespread notoriety for the council. Subsequent investigation reveals that the liquor license was erroneously issued in the name of the council rather than the Home Corporation.*

**Resolution:** Terms of Use Agreement Section 6.2 prohibits the service of alcoholic beverages at fraternal or charitable programs unless food is served. Section 8 requires that the council must maintain Host Liquor Liability insurance. Section 9 requires that the Home Corporation maintain liability insurance, including Dram Shop Liability insurance, in connection with the operation of its bar. Section 13 requires that the Home Corporation must hold all applicable licenses, including liquor licenses.

**Scenario 4:** *A Home Corporation has sold its building and property, and members are now in conflict over how the proceeds of the sale should be distributed. Half of the members want to keep the money and save it to buy another building, while the other half want to donate the funds to charity. The members are bitterly divided, and several officers have stepped down from their positions. Many members are threatening to leave the council and some have already left, while others want to dissolve the Home Corporation altogether. General attendance at meetings and council events is down and morale is low.*

**Resolution:** Terms of Use Agreement Section 18 sets forth a three-tiered dispute resolution process. Charitable Distribution Agreement Section 2 provides that the real property and assets of the Home Corporation will be transferred to the council or donated to a charitable organization upon dissolution of the Home Corporation, unless the Home Corporation decides to purchase another building within three years. Upon the transfer of the proceeds to the council, the funds become “council funds” within the meaning of Section 122 of the Laws of the Order. Accordingly, the disposition of the council funds will be subject to the procedural due process provision contained in Section 122. Section 5 of the Charitable Distribution Agreement sets forth a three-tiered dispute resolution process to address disputes between members of the council and Corporation.

**Scenario 5:** *A Home Corporation rents its facility to a New Age fair with astrologers, psychics, tarot card readers and crystal healers. The New Age fair proprietors use the trademarked name and emblem of the Knights of Columbus to promote the event. Despite multiple warnings from the state council to stop renting its facilities to third-party renters who are infringing upon the Order’s valuable Trademarks and causing harm to the reputation of the Knights of Columbus, the Home Corporation continues to do so. The local priest has heard of the Home Corporation’s actions, and at Mass he has publicly condemned the Corporation’s decision to continue to rent to the New Age fair. The local bishop has also become aware of the situation and is extremely upset with the Knights of Columbus and has registered a complaint with the state deputy. The pastor has written directly to the supreme knight. Members are in conflict with each other, and many have left the council because of the scandal involved.*

**Resolution:** Terms of Use Agreement Section 10.4 specifies that the Home Corporation must include a Rental Agreement Addendum (Schedule 1) to its standard rental agreement that prohibits the third-party renter from using the Order’s valuable Trademarks in connection with its rental. In the event that the Home Corporation continues to allow third-party renters to infringe on the Order’s Trademarks and to damage the reputation of the Knights of Columbus, Section 16 allows the council to terminate the Terms of Use Agreement on the basis that such infringements constitute a material breach of the Agreements.

**Scenario 6:** *A council holds its regular monthly meetings at the local Home Corporation building. The council displays the emblem of the Order on the building, along with “Knights of Columbus” in large lettering, but does not include the council’s name or information on when the council meets. The Home Corporation’s legal corporate name is “Knights of Columbus Club, Inc.” and its website uses the Knights of Columbus Trademarks to promote building rentals.*

**Resolution:** Terms of Use Agreement Section 11 provides guidelines on how a council may display the Order's Trademarks on the Home Corporation's facility. Section 10.2 prohibits the Home Corporation from using the Trademarks of the Knights of Columbus in its corporate name. Section 10.4 prohibits third-party renters from using the Trademarks of the Knights of Columbus in promoting the event of the third-party renter.

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## Section 2: Opportunities for Charitable Service

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Councils should make Home Corporation facilities centers for charitable activity in the community to the greatest extent possible. The following are examples of successful use of Home Corporation facilities.

**Scenario 7:** For the 22nd consecutive year, Fairview Council 4044 in Chicopee, Massachusetts, hosted its annual Thanksgiving dinner at the Home Corporation facility it uses, serving more than 3,800 meals throughout the week. Beginning on the Monday before Thanksgiving, council members delivered 2,000 meals to the homebound and cooked for about 400 people at the Chicopee Boys and Girls Club. The council also delivered food to military personnel at Westover Air Reserve Base and served food at a local soup kitchen before joining 200 volunteers at the Home Corporation facility to wait on approximately 1,000 diners there. The staff used the Home Corporation kitchen to prepare in total 4,200 pounds of turkey, 1,000 pounds of potatoes, 1,200 pounds of squash and 1,000 gallons of gravy.

**Scenario 8:** When a fertilizer plant exploded in West, Texas, in 2013, members of West Council 2305 used the Home Corporation facility as a center of community support and charity. In less than 48 hours after the explosion, the council used the Home Corporation facility to host the people of West and served a hamburger supper, offering neighbors and friends a chance to grieve and be together. The following Sunday after Mass, more than 500 people traveled to the Home Corporation facility for a community luncheon. Due to its central location, the Home Corporation facility became vital to relief efforts. The Red Cross, several major insurance companies, and a number of other agencies, organizations and ministries joined together at the Home Corporation facility to provide a wide variety of services to those in need, including food and other supplies, spiritual guidance, mental health assistance, insurance aid and legal consultation. The facility also served as a meeting place after the funerals of the fallen, with the council donating the food for luncheons after services.



Community members in West, Texas, gather at the Home Corporation facility used by West Council 2305 to participate in relief activities after the fertilizer plant explosion in 2013. (Photo courtesy Knights of Columbus Multimedia Archives)

# Council Checklist for Entering Into Written Agreements

## 1 Officers' Meeting

- Invite the district deputy to the next officers' meeting. The district deputy, council advocate, and other officers review the *Handbook for Councils Using Home Corporation Facilities*, including the written motion template [Appendix A] giving the grand knight/deputy grand knight the express authority to enter into a Terms of Use Agreement and Charitable Distribution Agreement (the "Agreements"). The district deputy should relay any questions or concerns that the officers may have directly to the state deputy and the state advocate. The district deputy should plan to attend the council's (or assembly's and/or chapter's, if applicable) next two business meetings.
    - "Home Corporation" is a generic term for what are variously known as Permanent Homes, Home Associations, Council Halls, Columbus Clubs, KC Clubs, Knights of Columbus Clubs, etc.
  - Council officers schedule meeting with Home Corporation officers to present Supreme Council's policy and agreements for Home Corporation officers' review and consideration.
  - Council officers contact insurance agent recommended by Office of Supreme Advocate or a local trusted insurance broker.
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## 2 First Business Meeting

- At the next regular business meeting, the grand knight, when discussing new business, announces the Supreme Council's policy that all councils using Home Corporation facilities must have agreements in place between the council and the Home Corporation. The district deputy is on hand to answer questions and to relate any concerns to the state deputy and the state advocate.
  - The grand knight informs members that there will be a vote at the next business meeting to adopt a motion that authorizes the grand knight to enter into the agreements with the Home Corporation on behalf of the members of the subordinate unit.
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## 3 After The First Business Meeting

- The grand knight sends written notice via regular mail notifying council members of the upcoming vote not less than 20 days prior to next business meeting. This handbook provides a notice postcard template [Appendix B].

## 4 Second Business Meeting

- At the following business meeting, the grand knight announces a vote to adopt the written motion that grants the grand knight the express authority to sign the agreements with the Home Corporation on behalf of the members of the council and directs him to do so.
  - The district deputy is on hand to answer questions and attend the vote of the council.
  - The council votes to adopt the written motion and imprints it with the council seal.
  - Upon adoption, the council records these actions in the minutes book.
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## 5 After The Second Business Meeting

- After adopting the written motion, the grand knight prints out two copies of the Agreements (one set for the council, another set for the Home Corporation) and fills out the information required on the signature pages of the Agreements.
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## 6 Agreements Signing

- The grand knight and Home Corporation president meet in the presence of a notary where the grand knight and the president each review the Agreements to ensure that all of the information on the signature pages of each set of Agreements is correct.
  - The grand knight and the president sign and have notarized both sets of Agreements to create one original set for the council and another original set for the Home Corporation.
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## 7 After Agreements Signing

- The district deputy reports to the state advocate and the state deputy that the council has successfully entered into the agreements with the Home Corporation.
- The council and Home Corporation each retain an original set of the Agreements and the council's approved written motion.
- The council sends via email a copy of the Agreements, approved written motion, and the council's certificate of insurance to: [council.handbook@kofc.org](mailto:council.handbook@kofc.org). Be sure to put the council number as the first item in the email's subject line.

Written Motion Template

**MOTION AUTHORIZING GRAND KNIGHT [or  
Deputy Grand Knight] OF KNIGHTS OF  
COLUMBUS [council name] COUNCIL [council #]  
TO SIGN TERMS OF USE AGREEMENT AND  
CHARITABLE DISTRIBUTION AGREEMENT**

*held at [location] on [mm/dd/yyyy] at [insert time] pm*

Present: [insert names of all members present at meeting] being a quorum of Knights of Columbus [council name and #].

**ON MOTION DULY MADE, SECONDED AND APPROVED, IT WAS RESOLVED THAT** a majority of the members present at the council's regular business meeting authorize the Grand Knight [or Deputy Grand Knight] of Knights of Columbus [council name and #] to sign the attached Terms of Use Agreement and Charitable Distribution Agreement on behalf of the Knights of Columbus [council name and #] and its members.

Grand Knight [or Deputy  
Grand Knight]

Financial Secretary

Council Seal

## Appendix B

# Meeting Notice Postcard

Upcoming Meeting Notice  
Knights of Columbus Council [1234]  
[MM/DD/YY] at [Time]

At its next business meeting on [date] at [time],  
Council [#####] will hold a vote to adopt a written  
motion that authorizes its grand knight/deputy  
grand knight to enter into a Terms of Use  
Agreement and Charitable Distribution Agreement  
with [Legal Name of Home Corporation]. Your  
attendance at this meeting is strongly encouraged.

Phone: 555.555.1234  
Email address  
Council web site address



Front

[Council Name]

Street Address  
Address 2  
City, State ZIP Code



Recipient Name  
Street Address  
Address 2  
City, State ZIP Code

Back

An electronic version of this form is available on  
Officers Online Support Materials at [www.kofc.org/oo](http://www.kofc.org/oo)  
and the Officers' Desk Reference

## Appendix C

### TERMS OF USE OF HOME CORPORATION FACILITIES BY KNIGHTS OF COLUMBUS SUBORDINATE UNIT (U.S. Version)

This TERMS OF USE OF HOME CORPORATION FACILITIES BY KNIGHTS OF COLUMBUS SUBORDINATE UNIT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

#### **SUBORDINATE UNIT (including, but not limited to, subordinate councils, assemblies, circles, chapters, etc.):**

Knights of Columbus Council/Assembly/Circle/Chapter

Name \_\_\_\_\_ No. \_\_\_\_\_

an unincorporated association holding a charter from Knights of Columbus or otherwise approved by the Board of Directors of Knights of Columbus.

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax EIN: \_\_\_\_\_

("Subordinate Unit")

and

#### **CORPORATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

A corporation organized under the laws of the State of \_\_\_\_\_

Federal Tax EIN: \_\_\_\_\_

("Corporation")

#### **CORPORATION PREMISES:**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

("Premises")

#### **ANNUAL FEE:**

Annual Fee: \$ \_\_\_\_\_



Initials \_\_\_\_\_

Initials \_\_\_\_\_

**TERM DATE:**

Commencement Date: January 1, 20\_\_\_\_

**This Agreement is subject to the Terms and Conditions attached hereto and made a part hereof.**

**IN WITNESS WHEREOF**, this Agreement is hereby executed as of the date first above written.

**SUBORDINATE UNIT**

**Knights of Columbus  
Council/Assembly/Circle/Chapter**

**Name:** \_\_\_\_\_  
**No.** \_\_\_\_\_



**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
before me personally came \_\_\_\_\_  
to me \_\_\_\_\_  
known, who, being by me duly sworn, did  
depose and say that he resides in

\_\_\_\_\_ that he is the \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
(name of subordinate unit), the subordinate unit described in and which executed the above instrument; and that he signed his name thereto by authority of said subordinate unit identified above.

\_\_\_\_\_  
Notary Public

**CORPORATION**

**Name:** \_\_\_\_\_



**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

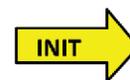
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
before me personally came \_\_\_\_\_  
to me \_\_\_\_\_  
known, who, being by me duly sworn, did  
depose and say that he resides in

\_\_\_\_\_ that he is the \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
(name of corporation), the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

Signature Page 2 of 2



Initials \_\_\_\_\_  
Initials \_\_\_\_\_

## **TERMS AND CONDITIONS**

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, including without limitation the Charitable Distribution Agreement being executed simultaneously herewith by and between the parties hereto, the receipt and sufficiency of which are acknowledged, Subordinate Unit and Corporation each hereby agree as follows:

### **1. DEFINITIONS AND OBJECTIVE.**

1.1 **Subordinate Unit.** Subordinate Unit is an unincorporated association holding a charter from Knights of Columbus (as hereinafter defined) or is otherwise approved by the Board of Directors of Knights of Columbus (as hereinafter defined).

1.2 **Corporation.** Corporation is a legal entity incorporated under laws of the state in which Corporation is located. Corporation is a legal entity separate and distinct from Subordinate Unit and Knights of Columbus (as hereinafter defined).

1.3 **Knights of Columbus.** Knights of Columbus is a Connecticut non-stock corporation (“Knights of Columbus”), which received its corporate charter from the General Assembly of the State of Connecticut in 1882, the year of its founding. The Supreme Office of Knights of Columbus is located in New Haven, Connecticut. Knights of Columbus is not a party to this Agreement.

1.4 **Objective.** Subordinate Unit and Corporation are entering into this Agreement to clarify the relationship between Subordinate Unit and Corporation in order to promote the fraternal and charitable mission of Subordinate Unit.

1.5 **Annual Fee.** An amount between Subordinate Unit and Corporation not less than \$10 per year.

### **2. PREMISES.**

2.1 **Premises and Space.** In consideration of Subordinate Unit’s agreement to pay Annual Fee and subject to the covenants and conditions hereinafter set forth, Corporation shall provide to Subordinate Unit designated space (“Space”) in the Premises for Subordinate Unit’s regular meetings and other functions, at times and locations within the Premises mutually agreed upon by the parties. Corporation shall give first priority to Subordinate Unit and shall use its best efforts to make Space available to Subordinate Unit on the dates and times requested by Subordinate Unit.

2.2 **“As-Is” Condition.** Subordinate Unit shall accept Space from and after the Commencement Date in its then “as-is” condition without (i) any obligation on Corporation’s part to undertake, or pay for, any improvements or alterations therein in connection with this Agreement or otherwise, or (ii) any representations or warranties regarding the condition thereof.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

3. **TERM, COMMENCEMENT OF TERM, AND RENEWAL.**

3.1 **Term.** The term of this Agreement (the “Term”) shall commence on the Commencement Date and shall continue in effect for a period of five (5) years (the “Initial Term”), unless earlier terminated in accordance with the terms hereof.

3.2 **Renewal.** This Agreement shall automatically renew for an additional three (3) terms of five (5) years each (each a “Renewal Term”), unless Subordinate Unit terminates Agreement at the end of the Initial Term or any subsequent Renewal Term by giving written notice that it will not be renewing this Agreement pursuant to Section 19.3. Notice of non-renewal shall be received by Corporation ten (10) days prior to expiration of the Initial Term or any subsequent Renewal Term and Corporation acknowledges that such notice is adequate consideration for Subordinate Unit’s right to terminate this Agreement.

4. **ANNUAL FEE.**

Beginning on the Commencement Date, Subordinate Unit covenants and agrees to pay to Corporation the Annual Fee in twelve equal monthly installments due in advance on the first day of each month.

5. **UTILITIES AND SERVICES.**

Corporation shall furnish at Corporation’s expense all electricity, hot and cold water, lavatory supplies, heat and air-conditioning during the appropriate seasons of the year as reasonably required, trash removal, and maintenance services.

6. **USE OF SPACE.**

6.1 **Use of Space.** Subordinate Unit shall be entitled to use Space for all lawful purposes including without limitation conducting Subordinate Unit meetings and conducting Knights of Columbus related activities such as charitable and fraternal programs and functions.

6.2 **Sale or Service of Alcoholic Beverages.** The sale or service of alcoholic beverages of any kind shall not take place during any meeting or degree work of Subordinate Unit. Similarly, the sale or service of alcoholic beverages of any kind shall not take place during any fraternal or charitable program of Subordinate Unit unless food is served.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

7. **CORPORATION INDEMNIFICATION.**

Corporation shall indemnify, defend and hold harmless Subordinate Unit, Knights of Columbus, state councils, local councils, assemblies, circles, chapters, and their respective members, officers, employees, agents, and directors ( collectively “Indemnitees”) from any and all liabilities, losses, expenses, costs and damages (including reasonable attorneys’ fees) arising out of all third-party lawsuits, claims of injury to persons or damage to property in connection with activities occurring on Premises or any injuries to persons or damage to property, not caused by Subordinate Unit. In addition, Corporation shall indemnify, defend and hold harmless Indemnitees from any and all claims which may arise from, on, in or about the Premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the Premises, equipment, fixtures, or appurtenances required by law to be maintained in good repair by Corporation.

8. **SUBORDINATE UNIT INSURANCE.**

Subordinate Unit shall maintain insurance with *minimum* coverages as set forth below, shall name (i) Corporation and (ii) Knights of Columbus, state councils, local councils, assemblies, circles, chapters, and their respective members, officers, employees and directors as additional insureds, and shall submit proof of insurance coverage upon Corporation’s request:

- Commercial General Liability
  - \$1,000,000 per occurrence
  - \$2,000,000 aggregate
  - Bodily Injury and Property Damage
  - Host Liquor Liability coverage for providing alcoholic beverages at Subordinate Unit functions, provided alcoholic beverages are not “sold” subject to the policy’s per occurrence and aggregate limits
- Endorsement for Hired and Non-owned Automobile Liability
  - \$1,000,000 limit

Notwithstanding the foregoing, if the Subordinate Unit currently has an insurance policy in effect, such insurance policy shall be deemed sufficient to satisfy the insurance requirements in this paragraph. Subordinate Unit shall provide a copy of the certificate of insurance of such insurance policy to Corporation.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

9. **CORPORATION INSURANCE.**

Corporation shall maintain insurance with *minimum* coverages as set forth below, shall name (i) Subordinate Unit and (ii) Knights of Columbus, state councils, local councils, assemblies, circles, chapters, and their respective members, officers, employees and directors as additional insureds, and shall submit proof of insurance coverage upon Subordinate Unit request:

- Commercial General Liability
  - Bodily Injury and Property Damage
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
- Endorsement for Dram Shop Liability
  - \$250,000 per person
  - \$500,000 per accident
- Endorsement for Hired and Non-owned Automobile Liability
  - \$1,000,000 limit
- Worker’s Compensation – statutory coverage in accordance with worker’s compensation laws of the state in which Premises is located for employees of Corporation working on Premises

10. **TRADEMARKS AND SERVICE MARKS.**

10.1 Exclusive Owner. Corporation acknowledges that Knights of Columbus is the exclusive owner of the registered and unregistered trademarks and service marks of Knights of Columbus, including, without limitation, the name and mark “KNIGHTS OF COLUMBUS,” “K of C,” and the “K of C DESIGN EMBLEM” (collectively “Marks”). Corporation shall not use, and hereby acknowledges that it has no right to use, the Marks in any manner whatsoever, including without limitation, in its corporate or entity name, signage, or in connection with the promotion of any product or service, on its website, on any social media platform, or with respect to any third-party activities, including, but not limited to, third-party rentals of Corporation’s facilities.

10.2 Prohibited Use in Corporate Name. If the Marks, including, but not limited to, “Knights of Columbus” or “K of C,” are currently used in Corporation’s legal corporate name, then within 90 days of the Commencement Date of this Agreement, Corporation shall have completed all steps to change its legal corporate name so that any Marks are removed from the legal corporate name. Corporation shall provide Subordinate Unit with written confirmation of the legal corporate name change. Corporation acknowledges and agrees that Knights of Columbus is intended to be a third-party beneficiary of Paragraphs 7 (Corporation Indemnification), 9 (Corporation Insurance), 10.1 (Exclusive Owner) and 10.2 (Prohibited use in Corporate Name) of this Agreement, and that Knights of Columbus shall have the right to enforce the obligations of Paragraphs 7, 9, 10.1 and 10.2 directly against Corporation.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

10.3 Signage on Premises. Corporation agrees to affix signage in a visibly conspicuous location on its premises identifying the legal owner of its Premises.

10.4 Rental Agreement Addendum. In any written rental agreement between Corporation and a third-party renter of the Premises, Corporation shall include a clause in such rental agreement prohibiting the third-party renter from using any Marks, including, but not limited to, "Knights of Columbus," in promoting the event of the third-party renter on the Premises. The clause in the rental agreement between Corporation and the third-party renter shall further provide that the third-party's prohibited use of the Marks shall result in the immediate cancellation of the rental agreement with the third-party renter. Corporation shall attach as an Addendum to the written rental agreement the paragraphs attached hereto as **Schedule 1**.

10.5 Violation of Section 10 (Trademarks and Service Marks). If Subordinate Unit determines, in its sole discretion, that Corporation is in violation of Section 10 (Trademarks and Service Marks), then upon Subordinate Unit notice to Corporation, Corporation shall cease the non-conforming use.

11. **SIGNAGE.**

Subordinate Unit shall be permitted, during the Initial Term and any Renewal Term, to place the Marks on the outside and inside of the Premises in accordance with Guidelines for Display of Marks by Subordinate Units (attached as **Schedule 2**) established by Knights of Columbus. Notwithstanding the foregoing, Section 10 (Trademarks and Service Marks) in its entirety shall apply to Corporation with respect to any and all use of the Marks.

12. **MAINTENANCE OF PREMISES.**

Corporation shall keep the Premises safe, clean, and in good repair.

13. **LICENSES.**

Corporation is solely responsible to maintain all required licenses, including, but not limited to, liquor licenses. Subordinate Unit shall not maintain a liquor license.

14. **RECRUITMENT.**

Corporation shall not hinder or impede Knights of Columbus or Subordinate Unit from recruiting new members.

15. **PROMOTION OF FINANCIAL PRODUCTS.**

Corporation shall not permit the Premises to be used to promote the sale of any financial products and services other than the financial products and services offered by Knights of Columbus.



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16. **TERMINATION.**

16.1 Termination for Material Breach under applicable law. If a party commits a material breach (“Material Breach”) of this Agreement (the “Breaching Party”), the other party (the “Non-Breaching Party”) shall give the Breaching Party written notice of the alleged breach, and the Breaching Party shall have 30 days following receipt of such notice to cure the breach to the reasonable satisfaction of the Non-Breaching Party. With respect to a claim for non-payment of Monthly Fees, Subordinate Unit shall have an additional 60 days to cure. If the breach is not so cured within the applicable time period, the Non-Breaching Party shall have the right to terminate this Agreement. Material Breach by Corporation includes, without limitation, (i) use by Corporation of the Marks in violation of Section 10.1 (Exclusive Owner) or Section 10.2 (Prohibited Use in Corporate Name) of this Agreement; (ii) reputational harm to Subordinate Unit or Knights of Columbus caused by Corporation’s failure to enforce the obligations of Section 10.4 (Rental Agreement Addendum); or (iii) other reputational harm to Subordinate Unit or Knights of Columbus.

16.2 Effect of Termination. Upon any termination or expiration of this Agreement (other than for termination based upon Corporation’s Material Breach), any and all amounts due from Subordinate Unit but not yet paid shall become immediately due and payable. Termination, for any reason, or expiration of this Agreement shall not preclude either party from pursuing any rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

16.3 Legacy Payments Upon Termination. In recognition of the legacy of Subordinate Unit members who were the original incorporators of Corporation as well as all subsequent generations of Subordinate Unit members, many of whom invested personal financial resources and sweat equity into maintaining and improving Corporation facilities and property, and in recognition of the reservoir of goodwill associated with Corporation facilities built up among generations of members and their families in local parishes and within the local community, Corporation shall for 10 years following termination or expiration of this Agreement, pay to Subordinate Unit annually within 30 days of the end of each year of the 10 year period a minimum of 5% of Corporation’s gross revenues received during such year (“Legacy Payments”). Corporation acknowledges and agrees that ten dollars (\$10.00) of the Annual Fee, the receipt and adequacy of which is hereby acknowledged by Corporation, is paid as special consideration to Corporation for Legacy Payments. Corporation shall provide to Subordinate Unit an accounting of the way in which the Legacy Payment was calculated for each year. Subordinate Unit shall be entitled to audit the records of Corporation with regard to the computation of the Legacy Payment annually. Corporation shall cooperate with this audit.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

17. **TRUSTEE.**

In the event that for any reason Subordinate Unit has been suspended, dissolved or otherwise no longer exists, state council of Knights of Columbus (“State Council”) in whose jurisdiction Subordinate Unit is located may at its sole discretion act as trustee of this Agreement (“Trustee”) with respect to Sections 16.3 (Legacy Payments upon Termination) and 19.4 (Survival), in which case the Legacy Payments shall be paid to the Trustee, who shall distribute it to a bona fide IRC 501(c)(3) charity consistent with the mission and identity of Knights of Columbus and the teachings of the Catholic Church. Corporation acknowledges and agrees that State Council is intended to be a third-party beneficiary under this Paragraph 17, and that State Council shall have the right to enforce the obligations of this Paragraph directly against Corporation.

18. **DISPUTE RESOLUTION.**

18.1 Purpose. The purpose of this section is to prescribe the sole means to present and resolve complaints or disputes between Subordinate Unit and Corporation. Procedures set forth in this section are meant to provide prompt, fair and efficient, opportunities for dispute resolution. This section applies to all claims, actions, disputes and grievances of any kind or nature whatsoever between Subordinate Unit and Corporation. It includes, but is not limited to, claims based on breach of contract, as well as claims based on fraud, misrepresentation, tort or violation of statute.

18.2 Full Force and Effect. In the event that a court or arbitrator of competent jurisdiction deems any party or claim in a dispute not subject to this section, this section shall remain in full force and effect as to any remaining parties or claims involved in such dispute. In the event that Subordinate Unit no longer exists, and there is a dispute under this Agreement, Trustee shall have the right to enter into dispute resolution with Corporation pursuant to Section 18.

18.3 Exclusive Steps. No lawsuit or any other actions may be brought for any claims or disputes covered by this section, except as stated in this Section 18. The following are the sole and exclusive steps and procedures for presenting and resolving claims or disputes:

Step 1. State Deputy. The dispute shall initially be presented for resolution to the State Deputy of the jurisdiction in which Subordinate Unit is located.

Step 2. Mediation. If Step 1 does not result in a mutually satisfactory resolution, either party has the right to have the matter mediated in accordance with the mediation rules of the American Arbitration Association under its Commercial Mediation Rules (unless another neutral organization is agreed upon by the parties).



Initials \_\_\_\_\_  
Initials \_\_\_\_\_

**Step 3. Arbitration.** If Step 2 does not result in a mutually satisfactory resolution, the matter will be resolved by binding arbitration, before a single arbitrator, administered by and in accordance with the rules as prescribed by the American Arbitration Association under its Commercial Arbitration Rules (unless another neutral organization is mutually agreed upon). The decision of the arbitrator shall be made in writing and shall be final and binding, subject only to the right to appeal such decision as provided in the American Arbitration Association Appellate Arbitration Rules and applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. The exclusive venue for the arbitration shall be the city in which Subordinate Unit is located. The proceedings shall be stenographically recorded and may be recorded by video or digital image if the parties mutually agree thereto. Every reasonable effort shall be made to complete Step 1 within 60 days of the date the notice of dispute is received by all parties; Step 2 within an additional 90 days; and Step 3 within an additional 120 days.

**18.4 Administrative Costs.** The administrative costs of the mediation and/or arbitration (including fees and expenses of mediators or arbitrators, and reasonable and necessary stenographic or other recording fees) shall be paid equally by the parties. Each party shall bear its own attorneys' fees, expert fees, and discovery costs, unless otherwise awarded by the arbitrator.

**18.5 Damages.** Except as expressly limited in this paragraph, the parties to a dispute may be awarded any and all damages or other relief allowed for the claim in dispute by applicable federal or state law, including attorneys' fees and expenses if such attorneys' fees and expenses are deemed appropriate under applicable law. In the event that any arbitrator or court of competent jurisdiction deems any portion of this section to be unenforceable or otherwise void under applicable law, the remaining portions of this section shall remain in full force and effect.

**19. MISCELLANEOUS.**

**19.1 Separate And Distinct Entities.** Subordinate Unit, Corporation, and Knights of Columbus are all separate and distinct entities. Corporation recognizes and acknowledges that (a) Subordinate Unit and Knights of Columbus are separate and distinct entities, (b) Subordinate Unit is signing this Agreement only for itself, and (c) Knights of Columbus (i) is not a party to this Agreement and (ii) is not responsible for any of Subordinate Unit obligations hereunder or any other liabilities arising from Subordinate Unit's use of Premises.

**19.2 Compliance With Laws.** Parties will at all times comply with all federal, state, and local laws, statutes, ordinances, and regulations.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

19.3 Notices. All notices shall be in writing and delivered by certified mail, by hand or by a reputable overnight carrier to the address of Subordinate Unit or Corporation set forth above.

19.4 Survival. Upon termination, for any reason, or expiration of this Terms of Use, the rights and obligations of the parties will immediately cease except that Sections 7 (Corporation Indemnification), 10 (Trademarks and Service Marks), 16.3 (Legacy Payments Upon Termination), and 18 (Dispute Resolution) shall survive expiration or termination of this Agreement.

19.5 Representations and Warranties. Corporation. Corporation warrants and represents that: (a) it is duly formed and in good standing in the state of its formation; (b) it has full power and authority to enter into this Agreement; and (c) this Agreement is being signed by an authorized representative of Corporation.

19.6 Representations and Warranties. Subordinate Unit. Subordinate Unit warrants and represents that: (a) it has full power and authority to enter into this Agreement; and (b) this Agreement is being signed by an authorized representative of Subordinate Unit.

19.7 Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalid and shall be given full force and effect so far as possible.

19.8 Entire Agreement. This Agreement (which includes all exhibits, attachments, schedules and other documents which have been incorporated by reference) constitutes the entire agreement and understanding, and supersedes any previous agreements, between the parties hereto with respect to the subject matter hereof and its terms, and may not be changed or amended except by an instrument in writing agreed to by the parties.



Initials \_\_\_\_\_

Initials \_\_\_\_\_

Schedule 1

ADDENDUM TO EVENT RENTAL AGREEMENT

Renter: \_\_\_\_\_

Event Rental Date: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Purpose/Description of Event: \_\_\_\_\_

**KNIGHTS OF COLUMBUS TRADEMARKS AND SERVICE MARKS.**

Renter may only identify the location of the event by using the address of the Facility as set forth above. **Renter shall not use or display registered and unregistered trademarks and service marks of Knights of Columbus**, including, without limitation, its name, logos, and emblems (collectively “Marks”), in any way, including, but not limited to, in the promotion of the Renter’s event or on any website and/or in social media.

**MISREPRESENTATION.** Renter attests, represents and warrants that it has, at all times, honestly and accurately described its intended purpose and use of Corporation’s Facility for the event to a duly authorized representative of Corporation and as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of Corporation’s Facility, or fails to comply with any of the terms herein, **Corporation may terminate this Agreement at any time without prior notice and retain Renter’s security deposit.** The rights, powers and remedies of Corporation are in addition to, and not in substitution of, that which may be available to Corporation. Failure by Corporation to exercise any of its rights, powers and remedies hereunder, or its delay to do so, does not constitute a waiver.

For the purposes of the Rental Agreement and this Addendum, “Renter” includes the undersigned Renter as well as its employees, agents, invitees or any other person who may be at Corporation’s Facility for the purposes of the Event. If there is any inconsistency between the provisions of this Addendum and the Rental Agreement, the terms in this Addendum will govern.

**CORPORATION:**

\_\_\_\_\_  
*Name of Corporation*



By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RENTER:**

\_\_\_\_\_  
*Name of Renter*



By \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 2

### Guidelines for Display of Trademarks and Service Marks by Subordinate Units

Subordinate Units using facilities owned and operated by Corporations are permitted to display the registered and unregistered trademarks and service marks of Knights of Columbus, including, without limitation, the name and mark “KNIGHTS OF COLUMBUS,” “K of C,” and the “K of C DESIGN EMBLEM” (collectively “Marks”) outside and inside of such facilities in accordance with the following guidelines:

#### DISPLAY MUST INCLUDE NAME, NUMBER, LOCATION, AND MEETING TIMES.

Every instance of the display of the Marks of the Knights of Columbus must also display the following:

The Subordinate Unit’s **name**, if any;

The Subordinate Unit’s **number**; and

The **geographical location** of the subordinate unit.

The day(s) of the month on which the Subordinate Unit holds its regular meetings.

#### EXAMPLES

*Knights of Columbus  
Father Michael J. McGivney Council 12345  
Springfield, Missouri  
Meets On First and Third Thursdays*

*Christopher Columbus Assembly 1234  
Plano, Texas  
Meets On Third Thursdays*

#### DISPLAY MUST STATE NAME OF LEGAL OWNER OF PREMISES.

Signage in a visibly conspicuous location and in close proximity to each display of the Order’s emblem shall identify the legal owner of the Corporation facilities being used by the Subordinate Unit.

Additionally, if the Home Corporation operates a bar and holds a liquor license, the Home Corporation must display such signage in close proximity to the display of the Home Corporation’s liquor license to clarify that the Home Corporation maintains the liquor license, not the Subordinate Unit.

**EXAMPLE:** *Premises Owned And Operated By Columbia Club, Inc.*

#### HOME CORPORATION PROHIBITED FROM USING KNIGHTS OF COLUMBUS MARKS TO PROMOTE RENTALS OF CORPORATION’S FACILITIES.

Home Corporations are not authorized to use the Marks of the Knights of Columbus. If a Home Corporation rents out its facilities, the Home Corporation should develop its own original brand name and logo to market and conduct its commercial business rentals that do not in any way use the Marks of the Knights of Columbus.

**EXAMPLE:** *Columbian Hall Rental Enterprises  
123 Main Street,  
Springfield, Missouri*

## Appendix D

### CHARITABLE DISTRIBUTION AGREEMENT

(U.S. Version)

This **CHARITABLE DISTRIBUTION AGREEMENT** ("Charitable Agreement") incorporating the Terms and Conditions attached hereto, is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**SUBORDINATE UNIT** (including, but not limited to, subordinate councils, assemblies, circles, chapters, etc.):

Knights of Columbus Council/Assembly/Circle/Chapter:

Name \_\_\_\_\_ No. \_\_\_\_\_

an unincorporated association holding a charter from Knights of Columbus or otherwise approved by the Board of Directors of Knights of Columbus.

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax EIN: \_\_\_\_\_

("Subordinate Unit")

**CORPORATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

A corporation organized under the laws of the State of \_\_\_\_\_

Federal Tax EIN: \_\_\_\_\_

("Corporation")

**This Charitable Agreement is subject to the Terms and Conditions attached hereto.**

Signature Page 1 of 2



Initials \_\_\_\_\_

Initials \_\_\_\_\_

**IN WITNESS WHEREOF**, this Charitable Agreement is hereby executed as of the date first above written.

**SUBORDINATE UNIT**

**Knights of Columbus  
Council/Assembly/Circle/Chapter**

Subordinate Unit Name:

\_\_\_\_\_

No. \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_

that he is the \_\_\_\_\_ of the \_\_\_\_\_ (name of subordinate unit), the subordinate unit described in and which executed the above instrument; and that he signed his name thereto by authority of the said subordinate unit identified above.

\_\_\_\_\_  
Notary Public

**CORPORATION**

Corporation Name:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_

that he is the \_\_\_\_\_ of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

Signature Page 2 of 2



Initials \_\_\_\_\_

Initials \_\_\_\_\_

## **TERMS AND CONDITIONS**

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, including without limitation the Terms of Use Agreement being executed simultaneously herewith by and between the parties hereto, the receipt and sufficiency of which Subordinate Unit and Corporation hereby acknowledge, Subordinate Unit and Corporation each hereby agree as follows:

### **1. DEFINITIONS AND OBJECTIVE.**

1.1 Subordinate Unit. Subordinate Unit is an unincorporated association holding a charter from Knights of Columbus (as hereinafter defined) or is otherwise approved by the Board of Directors of Knights of Columbus.

1.2 Corporation. Corporation is a legal entity incorporated under laws of the state in which Corporation is located. Corporation is a legal entity separate and distinct from Subordinate Unit and Knights of Columbus (as hereinafter defined).

1.3 Knights of Columbus. Knights of Columbus is a Connecticut non-stock corporation ("Knights of Columbus"), which received its corporate charter from the General Assembly of the State of Connecticut in 1882, the year of its founding. The Supreme Office of Knights of Columbus is located in New Haven, Connecticut. Knights of Columbus is not a party to this Agreement.

1.4 Objective. Subordinate Unit and Corporation are entering into this Charitable Agreement to clarify the relationship between Subordinate Unit and Corporation in order to promote the fraternal and charitable mission of Subordinate Unit.

### **2. PROCEEDS OF SALE.**

2.1 Real Property. In furtherance of Section 1 above, Corporation agrees that, upon Corporation's sale or other disposition of its real property, if Corporation does not purchase another real property within three (3) years of such sale or other disposition, Corporation shall dissolve, liquidate or wind up its affairs, and that upon any dissolution, liquidation or other winding up of the affairs of Corporation (collectively, "Dissolution"), all of the assets of Corporation, net of payment of taxes and other amounts properly due and owing by Corporation (the "Assets"), shall be donated and distributed to Subordinate Unit.

2.2 Assets. The Assets shall be conveyed as-is to Subordinate Unit upon such Dissolution, except that any real property shall be sold and the after tax cash proceeds from such sale shall be conveyed to Subordinate Unit, and Subordinate Unit shall have the right to use, sell or otherwise dispose of the Assets in such manner and at such times as it sees fit, and, in the case of non-cash or non-cash equivalent Assets, to retain the proceeds from the sale of such Assets should it choose to sell them. However, Subordinate Unit shall be under no obligation to sell or otherwise dispose of such non-cash and non-cash equivalent Assets and may retain them and use them as it sees fit.



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2.3 Transfer of Assets.

Upon transfer of Assets to Subordinate Unit, Assets shall become “council funds” within the meaning of and subject to Section 122 of the Laws Governing Subordinate Councils of Knights of Columbus.

2.4 Donation.

Corporation agrees that if it sells or otherwise disposes of its real property and purchases another real property, it shall donate and distribute to Subordinate Unit any excess after tax proceeds from the sale or other disposition which are not used for the purchase of the new real property.

2.5 Payment to Bona Fide Charity.

In the event that Subordinate Unit no longer exists, the Assets or excess proceeds shall be paid to a bona fide IRC 501(c)(3) charity consistent with the mission and identity of Knights of Columbus and the teachings of the Catholic Church.

**3. CORPORATE RESOLUTION.**

3.1 Corporate Action.

Simultaneously with the execution and delivery of this Charitable Agreement, Corporation is providing Subordinate Unit with evidence satisfactory to it that Corporation has taken all corporate action necessary or appropriate to authorize and approve the transfer of assets set forth in Section 2 above (including without limitation the Corporate Resolution annexed hereto as **Schedule 1**), and Corporation hereby represents, warrants and covenants that this Charitable Agreement has been duly authorized, executed and delivered by Corporation, that Corporation has the requisite corporate power and authority to execute, deliver and perform this Charitable Agreement, and that this Charitable Agreement constitutes a legal, valid and binding obligation of Corporation, enforceable against Corporation in accordance with its terms.

3.2 Indebtedness.

Corporation further represents, warrants and covenants that, except for any mortgage against real property currently owned by it, Corporation has no indebtedness not incurred in the ordinary course of business, and the execution, delivery and performance of this Charitable Agreement does not violate any provision of Corporation’s charter documents or constitute a breach or default under any agreement to which it is a party.



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**4. TRUSTEE.**

In the event that Subordinate Unit has been suspended, dissolved or otherwise no longer exists, state council of Knights of Columbus (“State Council”) in whose jurisdiction Subordinate Unit is located shall act as trustee of this Charitable Agreement (“Trustee”). At its sole discretion, Trustee may opt to enforce the terms of this Charitable Agreement. Corporation acknowledges and agrees that State Council is intended to be a third-party beneficiary under this Paragraph 4 in order to enforce the obligations of this Charitable Agreement directly against Corporation, including, without limitation, Paragraph 2.5.

**5. DISPUTE RESOLUTION.**

5.1 Purpose. The purpose of this section is to prescribe the sole means to present and resolve any and all complaints or disputes between Subordinate Unit and Corporation. Procedures set forth in this section are meant to provide prompt, fair and efficient, opportunities for dispute resolution. This section applies to any and all claims, actions, disputes and grievances of any kind or nature whatsoever between Subordinate Unit and Corporation. It includes, but is not limited to, claims arising out of or in connection with this Charitable Agreement, as well as any and all claims based on breach of contract, fraud, misrepresentation, tort or violation of statute.

5.2 Full Force and Effect.

In the event that a court or arbitrator of competent jurisdiction deems any party or claim in a dispute not subject to this section, this section shall remain in full force and effect as to any remaining parties or claims involved in such dispute. In the event that Subordinate Unit no longer exists, and there is a dispute under this Charitable Agreement, Trustee shall have the right to enter into dispute resolution with Corporation pursuant to Section 4.

5.3 Exclusive Steps.

No lawsuit or any other actions may be brought for any claims or disputes covered by this section, except as stated in this Section 5. The following are the sole and exclusive steps and procedures for presenting and resolving claims or disputes:

*Step 1. State Deputy.* The dispute shall initially be presented for resolution to the state deputy of the jurisdiction in which Subordinate Unit is located.

*Step 2. Mediation.* If Step 1 does not result in a mutually satisfactory resolution, either party has the right to have the matter mediated in accordance with the mediation rules of the American Arbitration Association under its Commercial Mediation Rules (unless another neutral organization is agreed upon by the parties).



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*Step 3. Arbitration.* If Step 2 does not result in a mutually satisfactory resolution, the matter will be resolved by binding arbitration, before a single arbitrator, administered by and in accordance with the rules as prescribed by the American Arbitration Association under its Commercial Arbitration Rules (unless another neutral organization is mutually agreed upon). The decision of the arbitrator shall be made in writing and shall be final and binding, subject only to the right to appeal such decision as provided in the American Arbitration Association Appellate Rules and applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. The exclusive venue for arbitration shall be the city in which Subordinate Unit is located. The proceedings shall be stenographically recorded and may be recorded by video or digital image if the parties mutually agree thereto. Every reasonable effort shall be made to complete Step 1 within 60 days of the date the notice of dispute is received by all parties; Step 2 within an additional 90 days; and Step 3 within an additional 120 days.

5.4 Administrative Costs.

The administrative costs of the mediation and/or arbitration (including fees and expenses of mediators or arbitrators, and reasonable and necessary stenographic or other recording fees) shall be paid equally by the parties. Each party shall bear its own attorneys' fees, expert fees, and discovery costs, unless otherwise awarded by the arbitrator.

5.5 Damages.

Except as expressly limited in this paragraph, the parties to a dispute may be awarded any and all damages or other relief allowed for the claim in dispute by applicable federal, state, or provincial law, including attorneys' fees and expenses if such attorneys' fees and expenses are deemed appropriate under applicable law. In the event that any arbitrator or court of competent jurisdiction deems any portion of this section to be unenforceable or otherwise void under applicable law, the remaining portions of this section shall remain in full force and effect.

6. MISCELLANEOUS.

6.1 Separate And Distinct Entities. Subordinate Unit, Corporation, and Knights of Columbus are all separate and distinct entities. Corporation recognizes and acknowledges that (a) Subordinate Unit and Knights of Columbus are separate and distinct entities, (b) Subordinate Unit is signing this Agreement only for itself, and (c) Knights of Columbus (i) is not a party to this Agreement and (ii) is not responsible for any of Subordinate Unit obligations hereunder or any other liabilities arising from Subordinate Unit's use of Premises.

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6.2 Compliance With Laws. Subordinate Unit and Corporation will at all times comply with all federal, state, and local laws, statutes, ordinances, and regulations.

6.3 Notices. All notices shall be in writing and delivered by certified mail, by hand or by a reputable overnight carrier to the address of Subordinate Unit or Corporation set forth above.

6.4 Representations and Warranties. Corporation. Corporation warrants and represents that: (a) it is duly formed and in good standing in the state or province of its formation; (b) it has full power and authority to enter into this Charitable Agreement; and (c) this Charitable Agreement is being signed by an authorized representative of Corporation.

6.5 Representations and Warranties. Subordinate Unit. Subordinate Unit warrants and represents that: (a) it has full power and authority to enter into this Charitable Agreement; and (b) this Charitable Agreement is being signed by an authorized representative of Subordinate Unit.

6.6 Entire Agreement. This Agreement (which includes all exhibits, attachments, schedules and other documents which have been incorporated by reference) constitutes the entire agreement and understanding, and supersedes any previous agreements, between the parties hereto with respect to the subject matter hereof and its terms, and may not be changed or amended except by an instrument in writing agreed to by the parties.



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**SCHEDULE 1**

**WRITTEN CONSENT OF THE  
BOARD OF DIRECTORS (“BOARD OF DIRECTORS”) OF  
\_\_\_\_\_ CORPORATION**

The undersigned, being all of the members of the Board of Directors of \_\_\_\_\_ Corporation, a \_\_\_\_\_ (state of incorporation) corporation (“Corporation”), do by this written consent, pursuant to the General Corporation Laws of the State of \_\_\_\_\_, hereby consent to and adopt the following preamble and resolution (“Resolution”) without a meeting, on written consent in lieu of a meeting of the Board of Directors and order that this consent be filed with the minutes of the proceedings of the Board of Directors of Corporation:

**WHEREAS**, Corporation wishes to provide for the distribution of the after-tax proceeds of Corporation upon the dissolution of Corporation which proceeds will be for the benefit of Knights of Columbus Council/Assembly/Circle/ Chapter, \_\_\_\_\_ (name), No. \_\_\_\_\_, an unincorporated association holding a charter from Knights of Columbus or otherwise approved by the Board of Directors of Knights of Columbus (“Subordinate Unit”); and

**WHEREAS**, in furtherance thereof, Corporation wishes to enter into a Charitable Agreement with Subordinate Unit in accordance with the Terms and Conditions set forth in the Charitable Agreement annexed hereto, and to take such further actions as deemed necessary or desirable to effect the transactions contemplated herein.

**NOW, THEREFORE**, it is hereby

**RESOLVED**, that the distribution of the after-tax proceeds from dissolution of Corporation, from Corporation to Subordinate Unit be, and is hereby approved; and it is

**FURTHER RESOLVED**, that, in furtherance of the foregoing Resolution, the form and terms and conditions of the Charitable Agreement annexed hereto be, and they hereby are confirmed and approved; and it is

**FURTHER RESOLVED**, that the President of Corporation be, and he is, hereby authorized and empowered to execute and deliver the Charitable Agreement and to take all such further action and to execute and deliver all such further agreements, instruments and other documents, in the name of and on behalf of Corporation, as in his sole and absolute judgment shall be deemed to be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing preambles and Resolution; and it is



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**FURTHER RESOLVED**, that the By-Laws of Corporation are amended by adding the following:

“Upon sale or other disposition of Corporation’s real property, if Corporation does not purchase another real property within three (3) years of such sale or other disposition, Corporation shall dissolve, liquidate or wind up its affairs. Upon any dissolution, liquidation or other winding up of the affairs of Corporation (collectively, “Dissolution”), all of the assets of Corporation, net of payment of taxes and other amounts properly due and owing by Corporation (the “Assets”), shall be donated and distributed to Subordinate Unit which is the signatory to the Charitable Agreement. The Assets shall be conveyed as-is to Subordinate Unit upon such Dissolution, except that any real property shall be sold prior to Dissolution and the after tax cash proceeds shall be conveyed to Subordinate Unit, and Subordinate Unit shall have the right to use, sell or otherwise dispose of the Assets in such manner and at such times as it sees fit, and, in the case of non-cash or non-cash equivalent Assets, to retain the proceeds from the sale of such Assets should it choose to sell them. However, Subordinate Unit shall be under no obligation to sell or otherwise dispose of such non-cash and non-cash equivalent assets and may retain them and use them as it sees fit. Upon transfer of Assets to Subordinate Unit, Assets shall become “council funds” within the meaning of and subject to Section 122 of the Laws Governing Subordinate Councils of Knights of Columbus. If Corporation sells or otherwise disposes of its real property and purchases another real property, it shall donate and distribute to Subordinate Unit any excess after-tax proceeds from the sale or other disposition which are not used for the purchase of the new real property. In the event that Subordinate Unit is suspended, dissolved or otherwise no longer exists, the Assets or excess proceeds shall be paid to a bona fide IRC 501(c)(3) charity consistent with the mission and identity of Knights of Columbus and the teachings of the Catholic Church.”

**FURTHER RESOLVED**, that the taking of any action or the execution and delivery of any document authorized by the foregoing Resolution, and each of them, in the name and on behalf of Corporation by the Board of Directors, be deemed, and it hereby is authorized and empowered to be, conclusive proof of the approval thereof from this Board, without the necessity of affixing the corporate seal of Corporation thereon.

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**DIRECTORS**

 Signature: _____	 Signature: _____
Name: _____	Name: _____
 Signature: _____	 Signature: _____
Name: _____	Name: _____
 Signature: _____	 Signature: _____

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## Acknowledgments

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GILBERT J. SCUTTI, COUNSEL TO THE NEW JERSEY STATE COUNCIL  
FAIRVIEW COUNCIL 4044, CHICOPEE, MASSACHUSSETS  
PRINCE GEORGE'S COUNCIL 2809, COLLEGE PARK, MARYLAND  
ST. PIUS X COUNCIL 4076, DISTRICT HEIGHTS, MARYLAND  
MOUNT VERNON COUNCIL 5998, ALEXANDRIA, VIRGINIA  
GEORGE BRENT COUNCIL 5332, MANASSAS, VIRGINIA  
TINTO COUNCIL 47, MILFORD, CONNECTICUT  
FATHER JAMES F. DONAHER COUNCIL 3733, NORTH HAVEN, CONNECTICUT  
ST. VINCENT DE PAUL COUNCIL 5262, SAN ANTONIO, TEXAS  
OUR LADY OF FATIMA COUNCIL 4315, SAN ANTONIO, TEXAS  
IMMACULATE CONCEPTION COUNCIL 4140, SAN ANTONIO, TEXAS  
EDMONTON COUNCIL 1184, EDMONTON, ALBERTA  
SAINT CHRISTOPHER COUNCIL 4788, EDMONTON, ALBERTA  
FATHER FREDERICK J. KASS COUNCIL 3526, BUENA PARK, CALIFORNIA  
VJC LONGUEUIL COUNCIL 3967, LONGUEUIL, QUEBEC  
LAFLECHE COUNCIL 3809, ST. HUBERT P, QUEBEC  
VILLE STE. CATHERINE COUNCIL 7427, VILLE STE. CATHERINE, QUEBEC  
MARIAN COUNCIL 3881, OAKVILLE, ONTARIO  
MONSIGNOR JAMES CORBETT WARREN MEMORIAL COUNCIL 5073,  
BURLINGTON, ONTARIO

### **BOARD COMMITTEE ON HOME CORPORATIONS**

MICHAEL J. O'CONNOR, SUPREME TREASURER, CHAIRMAN  
ARTHUR J. HARRIS, SUPREME DIRECTOR  
MICHAEL T. GILLIAM, SUPREME DIRECTOR  
SCOTT A. FLOOD, SUPREME DIRECTOR  
JAVIER S. MARTINEZ, SUPREME DIRECTOR  
MECLEA L. CASAVANT, SUPREME DIRECTOR

The Board Committee also wishes to thank the Home Corporation Working Group, especially Brian Gedicks and Cheryl Cocchiola. Special thanks to Kaitlyn Landgraf who served as editor of the *Handbook for Councils Using Home Corporation Facilities*.





1 COLUMBUS PLAZA • NEW HAVEN, CONNECTICUT 06510-3326 • TEL. 203-752-4000 • WWW.KOFC.ORG