

RENTING FACILITIES FOR THEOCRATIC EVENTS

1. If a facility needs to be rented for long-term use as a Kingdom Hall, the elders should contact the Local Design/Construction Department. At times, however, it may be necessary to rent a facility for a one-time use. For example, each congregation should endeavor, where possible, to have its own Memorial. If the projected Memorial attendance will exceed the legal occupancy of the Kingdom Hall, or if it is not the congregation's turn to use the Kingdom Hall, the elders will need to secure another meeting place. The following guidelines should be adhered to when renting facilities for one-time theocratic events. Please note that we are referring to events approved by the branch office, which would not include congregation gatherings or other personal arrangements.

2. If the body of elders decides that another meeting place is needed for a one-time theocratic event, they should assign two elders (or one elder and one ministerial servant) who are both capable in business affairs to follow through in harmony with these guidelines. When renting a facility for the Memorial, this should be done *by October 1 of the preceding year*.

3. **Selecting a Facility:** First, determine the projected maximum attendance. When deciding on the required hours of use, keep in mind the time needed to set up and move out. For the Memorial, the local time of sundown should be confirmed.

4. Next, review a list of local facilities to investigate and determine the rental price range for each. In most cases the asking price can be negotiated considerably. There are a variety of types of rental facilities to choose from. Some possibilities include: hotel conference rooms; banquet rooms; ballrooms; fire station halls; libraries; community centers; theaters; and city, county, and province or state facilities with small meeting rooms. Colleges and elementary, secondary, and high schools may also be considered. However, experience has shown that hotel conference rooms, banquet rooms, ballrooms, or other privately owned facilities have proved to be the most cooperative. Facilities owned and operated by a public authority such as a city or a school typically include in their contracts legal language designed to shift the responsibilities and liability of others to the congregation. Adjusting such contracts to an acceptable form is often difficult or impossible to accomplish.

5. If two or more congregations are combining together for the event, only one congregation needs to contract for the facility. If two congregations will use the same facility but at different times, one congregation should contract for the facility for the time needed for both and should explain that one group will follow the other. This often reduces the total cost. It is important to use a united, consistent approach when renting facilities, especially if more than one congregation is involved. Good communication between congregations is needed.

6. **Before Contacting a Facility:** If a facility that is used for circuit assemblies or conventions is being considered, call the Convention and Assembly Desk in the Service Department *prior to* contacting the facility. Call the Legal Department with questions about the contract language. For assistance with insurance, call the Branch Risk Management Desk in the Accounting Department.

7. If the facility is located in another congregation's assigned territory, contact that body of elders before negotiating for its use. Working together will result in a united approach and will help to keep the contract language and costs consistent.—1 Cor. 1:10.

8. If the facility was used in previous years, review the congregation's copy of the contract before proceeding. There may have been issues, such as indemnification of the owners for the condition of the building, that need to be addressed prior to agreeing to a new contract.

9. **Before Contracting to Use the Facility:** Tour the meeting space that is being considered. During the tour, inspect the facility for sufficient lighting, basic cleanliness, appropriate decor, ade-

quate restroom facilities, emergency exits, and sufficient seating capacity. The location should be dignified, clean, and suitable. Make a list of any existing damages, safety hazards, inoperable or locked exit doors, and any other problems. Sign and date the list, give a copy to the facility manager, discuss any safety hazards or unsafe conditions, and ask if the facility management is willing to correct them in advance of the event. The assigned brothers should check back with the facility management to verify that the corrections have been made, allowing enough time to find an alternate location if necessary. If the management is not willing to correct the unsafe conditions prior to the event, *the facility should not be used.*

10. Inform the management of the items that will be needed for the event, such as the required number and configuration of chairs, adequate lighting, proper ventilation, an appropriate speaker's stand, one small table for emblems (if applicable), a sound system, and one or two microphones. In addition, if the facility will have other events at the same time, ensure that the logistics and layout of these events will not create distractions, take away from the dignity of the occasion, or interfere with the program.

11. If the meeting space is available for the hours needed, ask the management to put it on hold in the facility's calendar in the *full name of the congregation* or its legal entity (if applicable). *Do not* refer to the congregation by other names, such as "Jehovah's Witnesses," "Watchtower," or "Christian Congregation of Jehovah's Witnesses."

12. Request a copy of the contract. The contract should be made in the full name of the congregation or its legal entity (if applicable). If an address is required, use that of the Kingdom Hall.

13. The assigned brothers should explain that the congregation has not authorized them to sign or pay anything until the contract can be reviewed.

14. **Reviewing and Completing the Contract:** Make a photocopy of the contract and make any necessary adjustments and notations on the photocopy so that all of the following matters are addressed in writing.

15. Verify that the month, date, year, and agreed-upon times of ingress and egress are correct.

16. If local law allows for tax-exempt religious event status, make sure that the cost does not include sales tax and that the congregation has the necessary proof of exemption.

17. Deposits or payments should be made from congregation funds.

18. The agreed-upon cost shown in the contract should not change unless the congregation requests something additional.

19. Make sure that the contract does not allow the facility management to move the event to a different space from the one specified in the contract without first getting the congregation's approval. Also, confirm that there is no wording in the contract that allows the facility to cancel the reservation in favor of another event.

20. The contract should state that if the contracted space cannot be used due to circumstances beyond either party's control (often called "force majeure" or "acts of God"), the management should refund any advance deposits or payments made in full.

21. The contract must not prohibit bringing bread and wine on the premises for use during the Memorial. Make sure the management understands that these items will be used ceremonially and will not be served as a regular food or beverage. The facility management may require that the wine

be purchased through them. If this is the case, specify the type of wine needed. Do not agree to obtain liquor liability insurance coverage.

22. Security guards or police are not needed for the event. The congregation will provide sufficient attendants within the rented facility during the event. Explain how this will be handled by the congregation and why security or police are not needed.

23. Do not accept a contract that requires the congregation to assume liability for the negligent acts of the facility management or its representatives through wording such as “any and all claims for injury, death, or damage that may arise out of or be connected with the event.” Any sections of the contract that contain such wording should be adjusted to include the sentence: “Notwithstanding anything to the contrary, the congregation is responsible *only* for damages or injuries caused by the negligent acts, omissions, or willful misconduct of the congregation, its volunteers, or its attendees during the term of this contract.”

24. Do not contract for refreshment or food services before, during, or after the event. Remove any language that allows the facility or any third party to sell or serve concession items during the event.

25. If the facility has parking, try to include it in the contract at no additional cost.

26. If any other documents are referred to in the contract, such as “facility rules and regulations” or “policies,” but are not attached to the contract, cross out such references. The congregation should agree only to what is in the contract or attached to it. If the above items are attached to the contract, read them carefully and make sure they do not have language that the congregation cannot agree to. If they do, cross out such items.

27. Once the adjustments and notations are made on the photocopy of the contract, return to the facility and discuss the adjustments with the facility management. If they agree with the adjustments, request that they make a new contract reflecting the changes prior to signing. If they are not able to produce an adjusted original, the changes and additions can be handwritten or typed in the contract so that each adjustment, deletion, or addition will be dated and initialed by both parties. If they will not agree to the necessary adjustments and notations to the contract, thank them for their efforts and look for another facility.

28. The Congregation Service Committee should also review and agree with the terms and conditions of the contract before signing. A Memorial facility contract should be reviewed by the service committee and finalized *prior to January 31*. The elder signing the contract should do so as a “representative” of the congregation (for example: “John Smith—Representative”).

29. If the facility management attempts to cancel the contract after both parties have signed it, call the Legal Department for assistance.

30. Pay any deposit required at the time of signing the approved contract, and provide a copy of all documentation to the congregation secretary for filing.

31. If the facility management requires the congregation to obtain its own insurance, the designated elder should send the completed *Request for Certificate of Insurance (TO-17)* form to the Branch Risk Management Desk in the Accounting Department. If the request is for the Memorial, the form should be submitted by *January 31*. If the facility management requires a certificate of insurance that contains special language or an endorsement to the policy, the request will need to be submitted well in advance of the above date. Certificates of insurance will only be issued for con-

tracts that conform to the direction contained in these guidelines. Do not use homeowners' or business insurance to give evidence of coverage.

32. **Final Inspection of the Facility Before and After the Event:** Just before the event, the two assigned brothers should again tour the rented facility to make a list of any damages or unsafe conditions. They should sign and date the list and provide a copy to the facility manager prior to the setup for the event. The assigned brothers should keep a copy of the inspection list with them during the event.

33. At the conclusion of the event, an inspection of the facility should be made along with a facility representative to verify that there has been no damage and that it has been restored to its original condition prior to the congregation's occupancy.

34. In case of any incidents before, during, or after the event, complete the *Incident Report* (TO-5) and send it to the Branch Risk Management Desk in the Accounting Department.

35. Two printed statements containing the wording shown below should be prepared in advance of the event on congregation letterhead. Once signed, one statement should be provided to the facility management and the other should be given to the congregation secretary along with the congregation's copy of the inspection sheet. The secretary should attach the documents to the signed contract and retain the items in the congregation file.

The authorized representative(s) of the [Name of facility] Management has now completed a full and thorough site inspection of the rented portion of the facility together with the authorized representatives of the _____ Congregation of Jehovah's Witnesses and does hereby acknowledge by signing below the acceptance of the facility as having been found without damage of any kind, normal wear and tear excepted, and restored to its original condition prior to the congregation's occupancy.

(Representative of Facility Management)

(Representative of Congregation)

Date: _____