



COVENANT BRETHREN CHURCH

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MEMORANDUM AGREEMENT

From the inception of the Covenant Brethren Church, the founders chose not to lay any legal claim to real or personal property and assets of its member churches. Our hope is to maintain unity through devotion and commitment to following the Bible as the inerrant Word of God. Our Bylaws specify that we will hold accountability within the Church by defining Biblical understanding and practice, based on a Covenant to follow our **Statement of Faith**. The Executive Board holds the authority to approve or remove church membership and minister credentials. The founders did not want property ownership to hinder the removal of a congregation if needed.

For any Church looking to join the Covenant Brethren Church but fearing that future leadership may change property ownership status, we offer the following legal memorandum.

THIS MEMORANDUM AGREEMENT is made and entered into as of (date), by and between _____ Church, a (state) not-for-profit corporation, of (city/state) (hereinafter referred to as (church name) and Covenant Brethren Church, Inc., a West Virginia not-for-profit corporation.

WHEREAS, (church name) is a church at (city/state) organized exclusively for religious charitable purposes and exempt from income taxes as a church pursuant to I.R.C. 501 (c) (3):

WHEREAS, (church name) is independent or recently separated from previous denominational affiliations.

WHEREAS, Covenant Brethren Church is organized “to provide a means through which member congregations may cooperate and fellowship together...”

WHEREAS, Covenant Brethren Church may approve (church name) to join and become a member of the Covenant Brethren Church.

WHEREAS, the Bylaws of Covenant Brethren Church expressly provide in Article II – Members, Section 2.1.a as follows:

...

iv. A Congregation Member may withdraw by providing a written notice of withdrawal and an effective date of withdrawal to the (Executive Board of the Covenant)

...

vi. Title to all real and personal property of a Congregation Member shall remain with the Congregation and will not transfer.

WHEREAS, the members of the (church name) will vote to Determine whether or not to ~~have~~ (church name) become a Congregation Member of Covenant Brethren Church, but said action is expressly conditioned upon the execution and delivery of an agreement whereby Covenant expressly

waives and releases any present, future, contingent or other claim to, lien upon, or interest in any and all real and personal Property of (church name).

WHEREAS, the parties have reached an agreement about how to affect such transactions and desire to enter into this Memorandum Agreement setting forth this understanding and effectuate this Agreement upon the terms and conditions hereinafter set forth.

~~NOT~~ NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Waiver and Release. Notwithstanding any past, present or future provisions of the governing documents of Covenant Brethren Church, Inc. including but not limited to the ~~Constitution~~, Bylaws, Rules and other documents pertaining to the control of property, as the same may be amended from time-to-time, and conditioned upon the affirmative vote of the Members of (church name) to have (church name) become a Congregation Member of Covenant Brethren Church, Covenant Brethren Church does by the execution and delivery of the Agreement expressly and irrevocably waive and release each, every and any interest in the real and personal property of (church name), including but not limited to any interest that might arise under a theory of hierarchical deference, express, implied or constructive trust, doctrinal question, religious polity, ecclesiastical or church law, rule or custom, church government, or by operation of law or as a matter of equity.

2. Payment of Attorney's Fees. (Church name) agrees to pay the attorneys' fees of (legal assistant name) Chartered in connection with the negotiation and preparation of this Memorandum Agreement, and related documents. Covenant Brethren Church agrees to pay any attorneys' fees and expenses incurred by it in connection with this Agreement.

3. Notices. Any notice, request, demand or other communication required by This Agreement shall be in writing and shall be deemed duly given if personally delivered or mailed, certified or registered mail, return receipt requested, postage prepaid, to the appropriate recipient thereof at the following addresses:

(Church name) any church
 Street address
 City/state/zip
 Phone
 Att: moderator name

COVENANT: Covenant Brethren Church, Inc.
 503 Morgantown Avenue
 Fairmont, West Virginia 26554
 Attn: Secretary, Executive Board

And in any event, with copies to:

(legal business name)
Address
City/state/zip
Legal Representative name
Phone

or at such addresses as said party may designate in writing to the others.

4. Amendments. This Agreement may be amended in any or all respects, but only by the

written agreement of the parties hereto.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, representatives, successors and assigns.

6. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the state of (state).

7. Prior Agreements. This Agreement constitutes the entire understanding and Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions pertaining thereto. This Agreement may be executed in any number of copies, each of which shall be deemed an original of this Agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original for all purposes, and all of which shall be deemed, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum Agreement to be executed as of the day and year first written above.

(church name)
(any Church)

Attest:

By: _____

(name) Clerk

By: _____
(name) Chair, Deacon Board

COVENANT:
Covenant Brethren Church, INC

By: _____
(name) Chair, Executive Board

County of _____) ss:

The foregoing instrument was acknowledged before me this ____ day of (month/year), by (moderator, chair, deacon board, and by (name) of the (church name).

Notary Public

My Appointment expires: _____

(SEAL)

STATE OF ()
_____) ss:
COUNTY OF ()

The foregoing instrument was acknowledged before me this ____ day of (month/year), by (name/Chair of the Executive Board of Covenant Brethren Church, Inc.

Notary Public

My Appointment expires: _____

(SEAL)