

THIS COMMUNICATION IS DIRECTED TO
LOCAL COUNCILS OF THE KNIGHTS OF COLUMBUS
THAT USE FACILITIES OWNED BY HOME CORPORATIONS

Worthy Grand Knight:

The Order has recently become aware of numerous cases in which the Order's valuable trademarks are being abused by renters that give misleading or deceptive reasons for renting home corporation facilities that are also used by local councils of the Knights of Columbus. Such reasons may include "Birthday Party," "Quinceañera," "Sweet Sixteen," "Graduation Party," "Talent Show," or simply "Party." These renters then turn around and use the facilities for purposes that are inconsistent with the mission and identity of the Knights of Columbus. Frequently, these events are *for-profit* music and dance parties which involve excessive and/or underage alcohol use, illegal drug use, and immoral conduct degrading to men and women. The promotional materials used to advertise these events frequently feature the trademarks of the Knights of Columbus and often display indecently dressed women, promote anti-Catholic or heretical beliefs, and use profane language, images, and themes that are inconsistent with the mission and identity of the Knights of Columbus. In addition to creating scandal and reputational damage in communities across the United States and Canada in which there is an active Knights of Columbus council, and infringing and eroding the Knights of Columbus's trademark rights, these events also create potential liabilities for home corporations and councils, arising out of personal injuries to guests, violation of local liquor laws and fire codes, and illegal drug use, among other risks.

To learn more about the abuse and misuse of the trademarks of the Knights of Columbus by third party renters, please click on the following link to view a webcast describing this issue in greater detail:

<https://goto.webcasts.com/starthere.jsp?ei=1025785>

Please note that a simple registration is required to view the webcast. Also, the webcast may present better on some internet browsers than on others. A summary of this webcast has been created in PowerPoint. State Deputies, District Deputies, Grand Knights, and others are encouraged to use this PowerPoint for training members on how to protect the valuable trademarks of the Knights of Columbus from abuse and misuse. The PowerPoint can be found on the Officers' Desk Reference under the Home Corporations tab (see "Misleading Rentals Of Facilities Owned by Home Corporations"). If you do not have access to the Officers' Desk Reference, please contact **Customer Service at 1-800-380-9995**.

Brother Knights responsible for renting home corporation facilities are also responsible for protecting the good name, reputation, mission and identity of the Knights of Columbus and trademarks of the Knights of Columbus. To guard against trademark infringement, scandal, reputational damage, depreciation of goodwill, and liability risks caused by these third party rentals, the Order recommends that Brother Knights responsible for renting home corporation facilities carefully screen prospective renters.

At a minimum, prospective renters should be asked to provide the following information:

- (i) **how the renter intends to use the home corporation's facility;**
- (ii) **a copy of any advertisements, invitations, and other promotional materials to be used to promote the renter's event;**

- (iii) a copy of any advertisements and invitations and other promotional materials used by the renter from past events at other locations;
- (iv) whether the renter intends to promote the renter’s event on social media, the internet, newspapers or in other media (television, radio, etc);
- (v) the names of vendors and type(s) of entertainment that will be featured at the event; and
- (vi) the amount of the cover charge or entry fee, if any.

Above all, Brother Knights responsible for renting home corporation facilities have the responsibility of notifying the renter that the renter is strictly prohibited from using any of the trademarks, logos, name, and emblems of the Knights of Columbus to promote the renter’s proposed use of the facility. To identify the location of the renter’s event, the renter may only list the home corporation’s legal name and address and NOT the trademarked name “Knights of Columbus.”

To ensure that the renter understands and agrees to these terms and conditions, the home corporation should affix the Rental Agreement Addendum available on the Officers’ Desk Reference to whatever rental agreement the home corporation uses and the renter should sign and date the addendum. The terms and conditions from this Rental Agreement Addendum are set forth below.

By complying with the foregoing guidelines, Brother Knights can help home corporations mitigate their own risks, and, most importantly, continue to promote the charitable mission of the Order while protecting its trademarks, good name, goodwill and reputation.

Home corporations that rent out their facilities to the general public may be subject to federal, state, provincial, and local laws, ordinances, and regulations governing public accommodations. Failure to observe these laws, ordinances, and regulations may expose the home corporation to significant penalties and to lawsuits. Knights of Columbus members who hold leadership positions in their council’s home corporation should ensure compliance by consulting with a knowledgeable attorney.

All questions should be directed to your State Deputy. We appreciate all of your good efforts in protecting the good name of the Knights of Columbus.

ADDENDUM TO EVENT RENTAL AGREEMENT

Renter: _____
 Event Rental Date: _____
 Facility Address: _____
 Purpose/Description of Event: _____

KNIGHTS OF COLUMBUS TRADEMARKS

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 Knights of Columbus trademarks, including, without limitation, its name, logos, and emblems, 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 the Corporation's Facility for the event to a duly authorized representative of the Corporation and as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of the 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 the 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: _____