Beginning a Face to Face Ministry

An Experience in the Emmaus Tradition for persons 60 and Older

The Upper Room Emmaus Ministries
Starting a Face to Face Ministry

Face to Face is a ministry within the Christian community to provide leadership for a spiritual formation experience for individuals – in community – customized to meet the needs and requirements of persons 60 and older. The overarching theme is “Living in Grace.”

Beginning Steps

1. Pray.
   • Request a “Beginning a Face to Face Ministry” packet (this document) from The Upper Room Emmaus Ministries Office.
   • Begin praying now for the ministry that God wants to establish among the seniors of your community.
   • Count the costs in time and energy for individuals, families, as well as the Emmaus Community and Board.
   • Discern God’s call and seek to do only God’s will.
   • Look for confirmation of God’s call in the commitment expressed by others in the Emmaus Community.

2. Seek the support of the Emmaus Board of Directors.
   • Obtain formal vote of commitment from the Emmaus Board of Directors to support the Face to Face encounters and ministry.
   • Make sure the Emmaus Board and other leaders involved are ready and willing to lead Face to Face according to the guidelines of The Upper Room Emmaus Ministries.

3. Contact The Upper Room Emmaus Ministries Office.
   • Inform The Upper Room Emmaus Ministries Office of your desire to start.
   • Review the steps for starting a Face to Face ministry, and be open to guidance.
   • Confirm the official support of the sponsoring Emmaus Community by asking them to send a letter signed by the Emmaus Community Lay Director and Spiritual Director, requesting permission to develop this ministry, to The Upper Room Emmaus Ministries Office, P.O, Box 340004, Nashville, TN 37203-0004, ATTN: Face to Face Program Manager. 
     (At this point, a “Start Up Materials” packet will be sent to you.)

4. Organize a Face to Face Steering Committee.
   • The Emmaus Community formally takes the lead, since this is a ministry within The Upper Room Emmaus Ministries.
   • The Emmaus Board selects or approves leaders for the new Face to Face Steering Committee. Members of this committee must have leadership experience that is equal to the task, and they must be persons whose spiritual integrity will provide the proper foundation.
   • Pray about the selection of these leaders. They will set the tone for the relationship with the Emmaus Community and the degree of attention Emmaus members will give to developing the Face to Face ministry.
   • The Steering Committee consists of at least two members of the Emmaus Board of Directors and is to be led by a Laity Lead Coach (individual having served effectively as a WTE Assistant Lay Director) who is supported by a Clergy Lead Coach (clergyperson), both of whom shall be selected by, and serve at the will of, the Emmaus Board. These persons will serve as Encounter Lead Coach and Encounter Spiritual Director on initial series of Encounters.
5. Plan a Face to Face Start-up Training.
   • After selecting the team to lead the first Face to Face encounters, the Steering Committee will contact The Upper Room Emmaus Ministries Office and arrange for start-up training.
   • The start-up training event is for everyone involved in setting up Face to Face, including any Emmaus Board members who wish to participate and persons who may be on the first team(s). The Team Selection Chairperson and Registration Chairperson are encouraged to attend.
   • The training is also open to all Emmaus members, area clergy, and interested church members. It is an opportunity to lay a foundation of understanding and enthusiasm for what Face to Face is and what is required to get it started.

6. Make a covenant with Upper Room Ministries.
   • Every new Face to Face Steering Committee must sign a Covenant Letter (included in this packet) with The Upper Room Emmaus Ministries Office before they can offer the Face to Face program.
   • The Upper Room Emmaus Ministries grants permission to offer The Upper Room’s Face to Face program and establishes the standards by which the Face to Face movement will be led.
   • The Covenant Letter is signed by the leaders of the Face to Face Steering Committee and the Emmaus Board sponsoring the new Face to Face initiative.
   • Formal support of the Emmaus Board of Directors is essential and required.

7. Choose leaders for the first Face to Face encounter(s).
   • The first team members should be respected in the Emmaus Community as able and mature Christians. They should have enough Emmaus and Chrysalis leadership experience to apply to the task of organizing Face to Face. Leaders who are in the age group for Face to Face are necessary, but not to the point of being exclusive.
   • The sponsoring Emmaus Board must approve the leaders selected for the first Face to Face encounter(s).

8. Visit and observe Face to Face encounters in other communities (if at all possible).
   • Contact The Upper Room Emmaus Ministries Office to obtain recommendations for model Face to Face programs and names of contact persons.
   • Send people who are potential Face to Face leaders to observe Face to Face events in established communities. In doing this, leaders are immersed in the dynamics of the encounter and meet experienced leaders who can advise them.

9. Seek guidance from other Face to Face communities.
   • The Upper Room Emmaus Ministries Office will help connect the new Steering Committee with established communities that can serve as examples and guide the committee in accordance with the Face to Face model.
   • Other Face to Face communities can provide team leadership and experienced team members.

10. Select a site for the Face to Face encounter(s).
    • The site must have sufficient facilities for conference room, chapel and dining, as well as handicap accessibility.
    • Face to Face encounters can be held in a large church, small church, or Retirement center facilities.
    • Since Face to Face encounters can be held in a variety of places, Emmaus communities are encouraged to move the encounters to different locations within the boundaries of the community, reaching out to the prospective pilgrims in the area and in surrounding churches and retirement centers.
11. Set date(s) for the first Face to Face encounter(s).
- Seek dates that do not compete with other significant life and church activities.
- **Face to Face** encounters are co-ed and therefore do not require “pairs” of events.

12. Select team members for the first set of Face to Face encounter(s).
- **Face to Face** team selection should follow the guidelines for the ongoing process of team selection detailed in Chapter 4, *The Emmaus Handbook*. The Lead Coach & Spiritual Director who form the Steering Committee will be on the initial team. Selection of remaining team for the first encounter(s) may be handled in other ways, such as:
  
a. The Emmaus Board may choose to direct the process the first time. They may select the team Lay Director and leave the rest of selection to the established Emmaus Team Selection Committee working with the new team leaders; or

  b. The **Face to Face** Steering Committee may act as the Team Selection Committee for the first encounter(s), selecting the team Lay Director and then, working together with the LD, select the remainder of the team.

  c. Remember, The **Laity Lead Coach** and the **Clergy Lead Coach** will serve as **Encounter Lead Coach** and **Encounter Spiritual Director** on initial series of Encounters.

13. Building the team(s).
- The leaders and members of each **Face to Face** team gather for team formation during the month(s) leading up to the encounter.

- Team formation requires great care and prayer; it is critical to the success of the whole venture.

- The Upper Room Emmaus Ministries Office provides materials to aid team leaders in the all-important task of building and preparing the team. Refer to Chapter 6, *The Emmaus Handbook*, for in depth instructions.

- Team leaders must provide team members with the materials and guidance needed to perform their tasks.

- Pray for guidance and grace in promotion the encounter.

- **Face to Face** encounters do not **require** sponsorship, but it is not discouraged either. Many of the responsibilities of sponsorship can be handled by the team Agape Leader or assistants.

- View the “How to Promote Face to Face” video and order/print resources.

- Order/download **Face to Face** promotional materials (many customizable templates are available from The Upper Room Emmaus Ministries and place them with the Host Organization. Ask if information can be placed in the bulletin/newsletter as well as inserted into the Sunday/Special Event announcements and if posters can be put in conspicuous locations. Take brochures and posters to other area churches/centers and ask if they would be willing to market the event in a similar way as the host.

- If working with Retirement Centers/Properties make an appointment and spend some time with the Activities Director explaining the program, its benefits for the residents, and ask for assistance with promotion, transportation to site (if different), or possibly even refreshments.

- Educate the Emmaus Community in the promotional efforts and encourage their assistance.

- Set aside funds for scholarships.
17. Seek Emmaus Community support throughout the process.
   • Do everything possible to communicate and build understanding of Face to Face within the entire
     Emmaus Community (newsletters, email “blasts”, etc.).
   • Involve the Emmaus Community in praying and in providing for the encounters in tangible
     ways, especially in promotional activities. Your community members can be your greatest
     resource in reaching others within the host locations community. Avoid letting Face to Face
     become a fringe activity in the Emmaus Community.

18. Continue the working relationship with the Emmaus Board of Directors.
   • Work with the Emmaus Board to establish the structure of the Face to Face ministry as part of the
     Emmaus Board.

19. Move from a Steering Committee to a Face to Face Standing Committee
   • The Face to Face Steering Committee should remain an active committee of the Emmaus Board
     and continue under the direction and involvement of the team selection and team formation
     processes, as well as registration and treasurer.
   • Resources are forth-coming to instruct how to transition from a Face to Face Steering Committee to a
     Face to Face Standing Committee.
Starting with Strength

“And other seed fell into good soil and brought forth grain, growing up and increasing and yielding thirty and sixty and a hundredfold.” Mark 4:8 (NRSV)

Here are four prerequisites for a strong beginning:

1. **Adequate strength in the Emmaus Community.**

2. **Genuine support from the Emmaus Board of Directors and the Emmaus Community.**

3. **Sufficient training or experience for individuals who will organize and lead the first encounter(s).**

4. **Sufficient numbers of seniors willing to serve on team and market/sponsor.**

**1 - Adequate Emmaus Strength**

Emmaus communities, who have a high level of maturity, stability, and respect for the original intent of The Walk to Emmaus, are always the communities who have the highest possibility of being successful with Face to Face. This ministry depends on the leadership experience and resources of Emmaus laity and clergy. A premature start can overextend the resources, human and otherwise, of some Emmaus Communities. This can harm the Emmaus Community, the Face to Face ministry, and the future relationship between Emmaus and Face to Face.

**2 - Genuine Emmaus Board Support**

For Face to Face to start with strength, the Emmaus Board of Directors needs to give Face to Face significant support. Genuine commitment from the Emmaus Board provides a basis for working out the issues that commonly arise—team selection, financial support, governance, and mutual commitment to the common ministry of Emmaus and Face to Face.

When busy Emmaus leaders allow Face to Face to be started without adequate communication, commitment, oversight and support, they lay a poor foundation. This can result in dissatisfaction and conflict rooted in unclear expectations, or unaccountable Face to Face leadership straying from the established model.

**3 - Sufficient Leadership Experience**

Face to Face cannot start successfully without community members who bring sufficient knowledge and leadership experience from both the Emmaus and Chrysalis movements. However, impatience to begin often tempts groups to minimize this need or to overestimate their leadership abilities even if they do not have the necessary training and experience. Leaders must educate themselves in Face to Face by reading the manuals, observing Face to Face encounters in established communities, participating on teams, and attending Face to Face training events offered by The Upper Room Emmaus Ministries. Face to Face leaders who have taken these steps and have the necessary gifts for leading are generally equipped to organize and direct Face to Face teams through their first encounters.

Knowledge and experience for starting a new Face to Face ministry can also come from outside the community - from individuals who are active in established Face to Face ministries. Neighboring communities are usually willing to help, depending on the need. In some cases, the need is for team members to add an element of experience to the Team. In other cases, the need is for a Lay
Director and/or Coaches who can model an approach to team formation and event leadership. In still other cases, the need may be for background support. In any of these cases, local team members should be assigned to shadow and learn from the visiting team. The Upper Room Emmaus Ministries Office can recommend model communities.

Some degree of help from other Face to Face communities is always beneficial. At the same time, it is important not to depend totally upon teams from the outside. When Face to Face encounters can be held in a new area only by importing visiting teams, then the new area is not yet ready to launch Face to Face. First events are occasions for hands-on training of the local people for future leadership. Without that experience, the new ministry will remain dependent on visiting leaders for the next encounter(s) as well. Team preparation for and participation in the first Face to Face encounter(s) are also a critical test of a new group’s commitment to Face to Face and their willingness to accept responsibility for the continuation of Face to Face. “Successful” events that rely on visiting teams can fail to launch a local Face to Face ministry.

4 - Enough Enthusiastic Participants

For Face to Face to start on the best path, the Emmaus Board and Face to Face leaders must catch the vision and want to share the experience with their friends. For this reason, the Steering Committee and Emmaus Board need to give priority to marketing/sponsoring. Sometimes this involves considerable travel and expense. But, in the end, when we see groups of seniors who are being blessed and becoming blessings in their faith communities, families, and the world, we then can hear God say those cherished words, “well done, good and faithful servant!”
Timetable for Preparing and Carrying Out THE FIRST Face to Face Encounters

9 months
— Local Emmaus Board and Community begin to pray about the Face to Face ministry in their area.
— The Emmaus Board sends a letter of request to start Face to Face to The Upper Room, Emmaus Ministries Office
— Receive “Start Up Materials” from The Upper Room Emmaus Ministries Office
— After approval is given, leaders of the Emmaus Community, in cooperation with The Upper Room, Emmaus Ministries Office, set dates for start-up training
— Emmaus Board prayerfully selects a Steering Committee of two persons from the local Emmaus Board
— Send Covenant letter to Emmaus Ministries

8 months
— Choose dates and reserve sites for each event

6 months
— Emmaus Board chooses the Lay Director for the first encounter(s)
— Send interested individuals to existing Face to Face ministries as participants/observers
— Steering Committee undergoes start-up training with an Emmaus Ministries-appointed trainer

5 months
— Begin selecting teams in consultation with the local Emmaus Board

3 months
— Begin marketing and sponsorship efforts in host organization and surrounding churches and centers

2 months
— Begin team meetings (eighteen to twenty-four hours of team formation need to be completed)
— Continue marketing and recruiting/sponsorship efforts in host organization and surrounding churches and centers

1 week
— Team worship

1 day
— Make room/table assignments
2017 FACE TO FACE® COVENANT

between

The Upper Room, d/b/a International Emmaus Office

and

Name of Community: ________________________________________________________________

State/Country: ______________________ (“Local Community”)

This 2017 Face to Face® Covenant (“this Covenant” or “this covenant”) is made, as of ___ day of ____________, 2017 (“effective date”), by and between The Upper Room, a Tennessee non-profit corporation, d/b/a International Emmaus Office (“Emmaus Office”) and the Local Community.

By signing this covenant,

The Local Community agrees:

1- to become a Face to Face® community for the year 201__.

2- to conduct its programs and events in accordance with the Face to Face materials, described on Appendix A.

3- to refer to the Emmaus Office for the interpretation of the Emmaus materials.

4- to seek prior written approval from the Emmaus Office before translating, scanning, copying or otherwise reproducing any Emmaus materials.

5- to seek prior written approval from the Emmaus Office before using any of the Emmaus trademarks, described on Appendix B, other than as specifically authorized by the Emmaus Office in its Branding Guide.

6- to the “Intellectual Property” provisions and all other terms set out on Appendix C, which, together with Schedules A and B, is incorporated into this Covenant by this reference.

7- to promote in all of its activities the openness to diversity and the theological balance that is reflective of The Upper Room, inviting interdenominational, interracial and international participation and fostering a spirit of Christian acceptance and unity.

8- to have an elected local governing body that will conduct its business in accordance with the Emmaus Office guidelines and in a manner that honors Christ and His Church (“Church”).

9- to function as a servant of the Church.

10- to ensure that all members of its Board of Directors and the Event Conference Room teams are active participants in a Group Reunion or an accountability group, all in accordance with The Upper Room Handbook on Emmaus.

11- to be in regular and prompt communication with the Emmaus Office regarding scheduled Encounters, election of new officers, and other developments affecting the quality of the Local Community’s ministry.

12- to maintain and promptly update its information at the Boardroom website, at http://emmaus.upperroom.org/leaders.
13- to keep denominational leaders, other church officials and the Emmaus Office informed about the activities and the fruits of the local and international Face to Face® Movement, and to cooperate with all of requests for such information.

14- to work through the Emmaus Regional Leaders to gain and improve understanding of the Emmaus Movement.

15- to keep accurate accounting books and records, to preserve them for at least four (4) years after they are generated or received by the Local Community, to have them inspected annually by someone other than the Local Community’s treasurer and to make the ensuing report available to any interested party as part of the Local Community’s corporate minute book, and, further, to allow them to be examined and copied by the Emmaus Office or its representative(s).

16- to support the work of the Emmaus Office with a payment of US$13.00 per each pilgrim.


18- to send each member of its Board of Directors to at least one leadership development event, in accordance with The Upper Room Handbook on Emmaus.

19- to have an active working relationship and involvement with the Emmaus® community, as well as the Chrysalis® community, if one exists within the Local Community’s area.

20- to review and to consider the renewal of its covenant with the Emmaus Office on an annual basis, unless this Covenant is terminated, and except as otherwise provided in Appendix C.

21- to consult with the Emmaus Office to reactivate its status as a Face to Face® community after three (3) years of dormancy (without conducting walks).

The Emmaus Office agrees:

1- to recognize the Local Community as an Emmaus Community supporting Face to Face.

2- to develop and support the Local Community in the fulfillment of the Face to Face® vision and mission.

3- to commit to the upholding of the Local Community and this covenant in prayer.

4- to make available to the Local Community: the Face to Face materials and the Face to Face trademarks, subject to the provisions of Appendix C; training, guidance and consultation on the Emmaus vision and mission; interpretative materials on Emmaus; direction and leadership for starting new Face to Face communities (or re-starting dormant ones); resource persons for leadership training; and coordination and networking of the Emmaus Movement.

5- to support the Local Community’s members in their Fourth Day by making available, upon request, information about other resources for strengthening the spiritual life that are published or produced by The Upper Room.

6- to grant to the Local Community a 25% discount on Upper Room Books® publications to be offered for sale by the Local Community at Face to Face events.

7- to maintain regular communication with the leadership of the Local Community.

8- to continually seek to improve the Face to Face program.
Appendix A
Emmaus Materials

The term “Emmaus materials” or “Face to Face materials” as used in this covenant refers to the following publications of the Emmaus Office and to such other publications or materials that may be subsequently produced or designated by the Emmaus Office:

Walk to Emmaus specific:
1) The Upper Room Handbook on Emmaus
2) Directors’ Manual
3) Coordinators’ Manual
4) Three-Day Schedule
5) Team Manual
6) Talk Outlines (Clergy and Lay)
7) The Worship Book for Pilgrims
8) Day Four – The Pilgrim’s Continued Journey

Chrysalis specific:
1) The Upper Room Handbook on Chrysalis
2) Directors’ Manual
3) Coordinators’ Manual
4) Three-Day Schedule
5) Team Manual
6) Talk Outlines (Clergy and Lay)
7) Chrysalis Worship Booklet
8) Chrysalis Library publication

Face to Face specific:
1) Face to Face Leadership Manual
2) Face to Face Team Manual

Other:
1) The Emmaus Library publications
Appendix B
Emmaus Trademarks

The term “Emmaus trademarks” as used in this covenant refers to the following trademarks of the Emmaus Office and/or to such other trademarks or service marks that may be subsequently developed or designated by the Emmaus Office.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>EMMAUS</td>
</tr>
<tr>
<td>2)</td>
<td>WALK TO EMMAUS</td>
</tr>
<tr>
<td>3)</td>
<td>EMAUS</td>
</tr>
<tr>
<td>4)</td>
<td>CAMINATA A EMAUS</td>
</tr>
<tr>
<td>5)</td>
<td>CHRYSLALIS</td>
</tr>
<tr>
<td>6)</td>
<td>crisálida</td>
</tr>
<tr>
<td>7)</td>
<td>Face to Face</td>
</tr>
<tr>
<td>8)</td>
<td>Journey to the Table</td>
</tr>
<tr>
<td>9)</td>
<td><img src="image_url" alt="Image" /></td>
</tr>
<tr>
<td>10)</td>
<td><img src="image_url" alt="Image" /></td>
</tr>
<tr>
<td>11)</td>
<td><img src="image_url" alt="Image" /></td>
</tr>
<tr>
<td>12)</td>
<td><img src="image_url" alt="Image" /></td>
</tr>
<tr>
<td>20)</td>
<td><img src="image" alt="Chrysalis Logo" /></td>
</tr>
<tr>
<td>21)</td>
<td><img src="image" alt="Chrysalis Logo" /></td>
</tr>
<tr>
<td>22)</td>
<td><img src="image" alt="Chrysalis Logo" /></td>
</tr>
<tr>
<td>23)</td>
<td><img src="image" alt="Chrysalis Logo" /></td>
</tr>
<tr>
<td>24)</td>
<td><img src="image" alt="Crisálida Logo" /></td>
</tr>
<tr>
<td>25)</td>
<td><img src="image" alt="Crisálida Logo" /></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| 26) | ![Logo](image1) | **FACE to FACE**
|     | ![Logo](image2) | THE UPPER ROOM® |
| 27) | ![Logo](image3) | **FACE to FACE**
|     | ![Logo](image4) | THE UPPER ROOM® |
| 28) | ![Logo](image5) | **FACE to FACE**
|     | ![Logo](image6) | THE UPPER ROOM® |
| 29) | ![Logo](image7) | **FACE to FACE**
|     | ![Logo](image8) | THE UPPER ROOM® |
| 30) | ![Logo](image9) | **FACE to FACE**
|     | ![Logo](image10) | THE UPPER ROOM® |
| 31) | ![Logo](image11) | **FACE to FACE**
|     | ![Logo](image12) | THE UPPER ROOM® |
| 32) | ![Logo](image13) | **JOURNEY**
|     | ![Logo](image14) | TO THE TABLE
|     | ![Logo](image15) | THE UPPER ROOM® |
| 33) | ![Logo](image16) | **JOURNEY**
|     | ![Logo](image17) | TO THE TABLE
<p>|     | <img src="image18" alt="Logo" /> | THE UPPER ROOM® |</p>
<table>
<thead>
<tr>
<th>34)</th>
<th>![Table Illustration]</th>
</tr>
</thead>
<tbody>
<tr>
<td>35)</td>
<td>![Journey to the Table Illustration]</td>
</tr>
<tr>
<td>36)</td>
<td>![Journey to the Table Illustration]</td>
</tr>
</tbody>
</table>
Appendix C
Additional Terms

1) **Intellectual Property.**

a) The Upper Room owns all rights, title and interest in and to the Emmaus materials and the Emmaus trademarks ("The Upper Room’s Intellectual Property"), and the Local Community acknowledges the validity and value of The Upper Room’s Intellectual Property and The Upper Room’s exclusive ownership rights thereto and goodwill represented thereby, and that all rights in The Upper Room’s Intellectual Property that are not explicitly granted to the Local Community are reserved to The Upper Room.

b) The Local Community agrees that it shall, at all times, follow instructions of the Emmaus Office with respect to the use of the Emmaus materials and of the Emmaus trademarks. The Local Community shall not use any of the Emmaus materials or the Emmaus trademarks without the express prior written permission and approval of the Emmaus Office, which approval may be withheld by the Emmaus Office in its sole discretion.

c) The Local Community recognizes and agrees that, from time to time hereafter, The Upper Room may, in its sole discretion, change or modify some or all of the Emmaus materials and/or of the Emmaus trademarks, and the Local Community agrees to accept such changes unconditionally and to implement such changes promptly upon notice by the Emmaus Office. The Local Community further agrees that whenever and wherever any of the Emmaus trademarks is used, it shall be accompanied by the appropriate symbol for notice of trademark rights and/or registration, “TM”, “SM” or “®”, and by any other notice, all as directed by the Emmaus Office.

d) At no time, during or subsequent to the term of this Covenant, shall the Local Community directly or indirectly represent that it has any right, title or interest in or to The Upper Room’s Intellectual Property except as provided in this Covenant, nor shall it directly or indirectly contest, attack, or assist a third party to contest or attack the validity of The Upper Room’s Intellectual Property and/or The Upper Room’s rights therein, nor shall the Local Community take or encourage any action that may in any way impair or challenge, validity, originality and/or value of The Upper Room’s Intellectual Property and/or The Upper Room’s rights to The Upper Room’s Intellectual Property and/or goodwill represented by The Upper Room’s Intellectual Property.

e) All uses by the Local Community of The Upper Room’s Intellectual Property and of any derivation, adaptation and/or variation of The Upper Room’s Intellectual Property created by or for the Local Community and/or any of the Local Community’s affiliates, contractors or agents shall inure to the benefit of The Upper Room, and the Local Community shall execute any and all documents required by The Upper Room to confirm, record and/or perfect The Upper Room’s ownership. Further, if any third party makes or has made any contribution to the creation of any new materials with reference to, based on, or deriving from any of The Upper Room’s Intellectual Property, provided that the Local Community shall not permit any third party to make any such contribution without obtaining The Upper Room’s prior written consent, the Local Community shall obtain from such party a full assignment of exclusive, perpetual rights, throughout the universe, so that the foregoing assignment by the Local Community shall vest full rights to such new materials in The Upper Room.

f) For avoidance of doubt, nothing in this Covenant shall or shall be construed to grant, transfer or convey to the Local Community any rights to use The Upper Room Intellectual Property or any portion thereof, or any work, mark, word, term, name, symbol, device, company name, trade name or domain name that is a reproduction, counterfeit, copy or colorable imitation of any portion(s) of The Upper Room
Intellectual Property except as provided in this Covenant; all such rights are expressly reserved by The Upper Room.

**g)** The Local Community shall not, and shall not assist any third party to, in any country or jurisdiction, register, or attempt to register, any of The Upper Room’s Intellectual Property, or any work, mark, word, term, name, symbol, device, design, image, company name, trade name or domain name that is a reproduction, counterfeit, copy, colorable imitation, derivation, adaptation or variation of any portion(s) of The Upper Room’s Intellectual Property.

**h)** To the extent that any rights in and to any of The Upper Room’s Intellectual Property are deemed to accrue to the Local Community pursuant to its use of The Upper Room’s Intellectual Property under the terms of this Covenant or otherwise, the Local Community hereby assigns any and all such rights, at any such time as they may be deemed to accrue, to The Upper Room, and the Local Community shall execute any documents and instruments requested by The Upper Room that The Upper Room may deem necessary, proper or appropriate, in its sole discretion, to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without consideration, other than the mutual agreements contained elsewhere in this Covenant.

**i)** Any ideas, business proposals, suggestions or other information provided by the Local Community to the Emmaus Office shall be deemed non-proprietary and may be used or disclosed by the Emmaus Office without liability or compensation, unless otherwise expressly agreed to the contrary in writing by the Emmaus Office.

**j)** The Local Community agrees that a breach of any obligation set forth in this paragraph 1 shall be deemed to be a material breach of this Covenant and, further, shall result in irreparable harm to The Upper Room for which there is no adequate remedy at law. Accordingly, in the event of a breach or threatened breach of the provisions of this paragraph 1 by the Local Community or any of its agents, contractors or affiliates, in addition to any other remedy that The Upper Room may have at law, in equity or under this Covenant, The Upper Room shall be entitled to injunctive or similar relief to enforce specifically such provisions, without posting bond or other security.

**k)** The Local Community hereby grants to The Upper Room a power of attorney to execute, on the Local Community’s behalf, any document or instrument required to be executed by the Local Community under this paragraph 1 and that the Local Community fails to execute within ten (10) business days of the request by the Emmaus Office, and such agreement, document or instrument thereupon shall be fully valid, effective and operative as if executed by the Local Community. This power of attorney shall be irrevocable and coupled with an interest and shall survive the expiration or earlier termination of this Covenant. The provisions of this paragraph 1 shall also survive the expiration or earlier termination of this Covenant.

2) **Term; Termination.** The term of this Covenant shall commence on the effective date and shall continue in effect for a period of twelve (12) months, unless earlier terminated by the Emmaus Office. The Emmaus Office shall have no obligation to offer or enter into any subsequent agreements with the Local Community. Further, the Emmaus Office shall have the right to terminate this Covenant if the Local Community:

   a) breaches any of the terms of this Covenant and fails to correct the breach within thirty (30) days following written notice;

   b) fails to meet its payment obligations to the Emmaus Office or otherwise materially breaches this Covenant and fails to correct such breach within fifteen (15) days following written notice; or
c) files a petition in bankruptcy, is adjudicated bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it that is not dismissed within ninety (90) days of its filing, or becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver or trustee is appointed for it or a substantial portion of its business or assets.

3) **Effect of Termination.** Upon the expiration or earlier termination of this Covenant, the licenses and permissions granted to the Local Community with respect to the Emmaus materials and the Walk to Emmaus trademarks shall terminate and the Local Community shall have no further right to use either the Emmaus materials or the Emmaus trademarks, and shall:

a) immediately cease and thereafter forever refrain from using the Emmaus materials and any works that are identical or substantially similar to, or incorporate any portion(s) of, the Emmaus materials;

b) return to the Emmaus Office, within ten (10) business days, all copies of the Emmaus materials in the Local Community’s possession or control, at the Local Community’s expense;

c) immediately cease and thereafter forever refrain from using, in connection with any goods or services, the Emmaus trademarks and/or any mark, word, term, name, symbol, image, device, company name, trade name or domain name that incorporates any portion(s) of any of the Emmaus trademarks, or is a reproduction, depiction, counterfeit, copy or colorable imitation of any of mark, word, term, name, symbol, image, device, company name, trade name or domain name of the Emmaus trademarks;

d) immediately remove all materials bearing any of the Emmaus trademarks, including, without limitation, signage, stationery, business cards and merchandise, and deliver the same to the Emmaus Office within ten (10) business days, at the Local Community’s expense;

e) transfer to the Emmaus Office, within ten (10) business days, all domain names incorporating any portion(s) of the Emmaus trademarks, at the Local Community’s expense; and

f) upon request from the Emmaus Office, and at its expense, produce and allow examination of the materials implemented by the Local Community in removing and replacing the Emmaus materials; without limitation the foregoing, the Emmaus Office shall have the right to request that a sample of such materials, as designated by the Emmaus Office, be mailed to the Emmaus Office, within ten (10) business days of the request.

4) **Indemnity.** The Local Community agrees to defend, indemnify, and hold harmless the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors (collectively, “Emmaus Office Indemnitees”) from, and on demand reimburse the Emmaus Office Indemnitees for, any and all liabilities, demands, claims, actions, causes of actions, costs, expenses (including, without limitation, the Emmaus Office Indemnitees’ attorneys’ fees and their other costs of defense), damages, losses and/or penalties of any kind or nature: (1) arising out of, or alleged to have arisen from, a breach of any of the representations, warranties or obligations of the Local Community under this Covenant, including, without limitation, any related act or omission by the Local Community, its agents, employees or subcontractors; (2) for death, illness, personal injury or property damage, both in law and equity, arising out of, or alleged to have arisen from, any act or omission by the Local Community, its agents, employees or subcontractors; and (3) for any actual or alleged infringement by the Local Community, its agents, employees or subcontractors of any patent, trademark, copyright, trade secret, trade dress or other intellectual property right of a third party. In the event of a claim, lawsuit, demand or other matter covered by this Covenant, the Emmaus Office shall notify the Local Community in writing and provide the Local Community the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit, demand or matter; provided however, that: (a) the Local Community, its agents, representatives, attorneys or insurers shall not bind the Emmaus Office Indemnitees in
settlement without their prior written consent; and (b) the Emmaus Office Indemnitees shall be permitted to participate in their own defense at their own expense. If the Local Community fails to take timely action to defend any such suit, then the Emmaus Office or the Emmaus Office Indemnitees can defend such suit at the Local Community’s expense. The provisions of this paragraph 4 shall survive the expiration or earlier termination of this Covenant.

5) **Insurance.** The Local Community shall maintain in full force and effect, at all times during which this Covenant remains effective and for three (3) years thereafter, commercial general liability insurance, including, without limitation, contractual liability coverage, personal injury liability, automobile liability insurance for all vehicles, infringement liability and personal/advertising injury liability, with adequate limits in coverage that shall: (1) protect the Local Community, the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors, from claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with or in relation to this Covenant, or from or out of any act or omission of the Local Community or the Local Community’s officers, directors, agents, employees or contractors; (2) name the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors as additional insureds; (3) contain a waiver of subrogation in favor of the Emmaus Office; and (4) provide the Emmaus Office with thirty (30) days prior notice of the cancellation of or a material change in such insurance coverage. Such insurance shall be carried by an insurer with a minimum rating by A.M. Best Company of “A-“, in Financial Size Category “X” or better, and all insurance shall be primary and not contributory. Along with the executed copy of this Covenant, the Local Community shall send to the Emmaus Office a certificate of insurance evidencing such insurance coverage. The Local Community’s responsibilities under this Covenant shall not be limited in any way by virtue of the Local Community’s insurance coverage or the Local Community’s contracting with third parties.

6) **Relationship of Parties.** Nothing in this Covenant shall be construed as creating a partnership, agency, joint venture or any similar relationship between the Emmaus Office and the Local Community.

7) **Assignment.** The Emmaus Office may, in the Emmaus Office’s sole discretion, assign this Covenant, in whole or in part, to any person or entity. The Local Community may not assign, sublicense or transfer any rights or obligations under this Covenant to anyone without prior written consent of the Emmaus Office, which consent the Emmaus Office may withhold in its sole discretion.

8) **Notices.** The parties’ respective addresses are set forth on the following pages of this Covenant for all purposes, until notice of a different address is received by the party notified of that change of address. All notices shall be in writing and shall be served by Certified or Registered Mail (Return Receipt Requested) with all charges pre-paid. Notices shall be deemed effective when mailed, all charges pre-paid, except for notices of a change of address, which shall be effective only when received by the party notified.

9) **Modification and Waiver.** No amendment, modification or waiver of any of the terms or conditions of this Covenant shall be effective unless in writing and signed by an authorized representative of the Emmaus Office. No waiver of any breach or of any terms or conditions of this Covenant shall be construed as a waiver of any subsequent breach of that term or condition, or of any other term or condition of the same or different nature of this Covenant, or any other contract between the Emmaus Office and the Local Community. No terms or conditions in any acceptance, acknowledgement, invoice or other document that are in conflict with, different from, or in addition to this Covenant shall be binding upon the Emmaus Office unless agreed to in a writing signed by a duly authorized officer of the Emmaus Office. In the case of a conflict between any of the terms and conditions contained in this Covenant and any other terms and conditions in any other agreement or document, the terms and conditions in this Covenant shall control.

10) **Dispute Resolution: Choice of Law and Jurisdiction.** In the event of any action, suit or proceeding arising from or based upon this Covenant brought by either party against the other, the prevailing party shall be
entitled to recover its reasonable attorneys’ fees and costs for that action, suit or proceeding. The Local Community acknowledges and agrees that this Covenant has been made and entered into, and shall be governed by and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflicts of laws principles, in any action or proceeding, whether in or out of court, arising out of, or related to, this Covenant. The Local Community irrevocably submits to the exclusive jurisdiction of the state and federal courts seated in Davidson County, Tennessee, and the related appellate courts, with respect to any court action or proceeding arising out of, or related to, this Covenant, and waives any and all claims of forum non conveniens or lack of personal jurisdiction.

11) **Legal Counsel.** The parties represent and warrant that they have been advised of their right to retain independent legal counsel in connection with the negotiation of this Covenant and that they have either retained and been represented by such legal counsel or have knowingly and voluntarily waived their right to such counsel.

12) **Paragraph Headings.** Paragraph titles or heading titles contained in this Covenant are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Covenant.

13) **Counterparts.** This Covenant may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between the parties.
2017 Face to Face Covenant

Name of the Community ____________________

Community’s Address __________________________________________________________

City __________________ State ____ Zip ______ Country __________________

Email Address ___________________ Website __________________________

Community Lay Director (please print clearly) ______________________________________

Address ______________________________________________________________________

City_________________________ State ______ Zip ______ Country ______

Phone: Home________________ Work________________ Fax_____________ Other___________

Email: ______________________

Community Spiritual Director (please print clearly) ________________________________

Denomination____________________ Date of Ordination ____________________________

Address ______________________________________________________________________

City_________________________ State ______ Zip ______ Country ______

Phone: Home________________ Work________________ Fax_____________ Other___________

Email: ______________________

Emmaus Community’s Treasurer (please print clearly) _____________________________

Address ______________________________________________________________________

City_________________________ State ______ Zip ______ Country ______

Phone: Home________________ Work________________ Fax_____________ Other___________

Email: ______________________

Face to Face Board (Laity) Lead Coach (please print clearly) _______________________

Address ______________________________________________________________________

City_________________________ State ______ Zip ______ Country ______

Phone: Home________________ Work________________ Fax_____________ Other___________

Email: ______________________

Face to Face Board Spiritual Coach (please print clearly) __________________________

Address ______________________________________________________________________

City_________________________ State ______ Zip ______ Country ______

Phone: Home________________ Work________________ Fax_____________ Other___________

Email: ______________________

Date New Officers assume office: ______________________________

(SEE OPPOSITE SIDE FOR SIGNATURES FOR BOARD MEMBERS)
## Community Board Member Signatures

<table>
<thead>
<tr>
<th>Position on the Board/Name Printed</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lay Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spiritual Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agape Chair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(For Emmaus Office Use Only)

INTERNATIONAL EMMAUS AND CHRYSLIS OFFICE (Face to Face)
P. O. Box 340004, Nashville, TN 37203-0004
Toll free 877-899-2780 x 7113 or 1-615-340-7113 or FAX: 615-340-7257
Web: [http://emmaus.upperroom.org/](http://emmaus.upperroom.org/)
Email: emmaus@upperroom.org

International Director of Emmaus and Chrysalis

Account Number: ____________________________

Boardroom Website: [http://emmaus.upperroom.org/leaders](http://emmaus.upperroom.org/leaders)

Customer Care Service: 1-800-972-0433 (need acct # when calling*)