

HOW WILL COVID-19 AFFECT YOUR CHURCH GATHERING?



WHAT YOU NEED TO KNOW ABOUT GATHERING DURING THE COVID-19 PANDEMIC

AM I BREAKING THE LAW BY GATHERING?

Maybe. We are all getting bombarded with statements from the federal level, state level, county level and even city level about gatherings of certain sizes and social distancing. It can be a lot to keep track of, and it is changing constantly. Most of these statements coming from government officials are recommendations; however, some are mandates, and certain local governments (state, county, or city) are invoking police powers and threatening criminal action for failure to comply. Make sure you know what your local governing bodies are saying (and what they are not saying).

IF THERE IS NO “MANDATE” AGAINST THE GATHERING SIZE WE WANT, CAN WE GATHER?

Great question. From a legal standpoint, you are not breaking the law, but you might be putting yourself and others at a higher risk. Risk is not, in and of itself, a bad thing. However, if someone is harmed by your action or inaction, the common legal standard for determining liability is whether you were “negligent,” which in layman’s terms is basically operating at a standard that is below what is expected by society. So, if you are gathering when essentially no one else in your area is, and/or you are not taking proper precautions, and someone contracts the COVID-19 at your church gathering, an argument could be made that it was negligent to gather. Only judges and juries can make that decision, so we cannot say for sure whether there will be liability. As you consider the legal risks, [also consider the spiritual considerations and our witness as the “capital C” Church.](#)

WHAT DO I DO IF I HAVE RENTERS AT MY CHURCH?

First, do not make the decision for them about whether or not they should meet. You are merely their landlord, not their legal representation nor their spiritual advisor. Second, if they choose not to meet, be prepared for them to ask you about not paying rent (or they may just stop paying you). The first thing you should do is read your contract with them and see if there is language that discusses unforeseeable/unusual circumstances (the legal phrase is “force majeure” events). If your contract does not give your tenant “an out,” then your church council will have to decide how you want to handle your renter in their time of vulnerability.

WHAT DO I DO IF I CANNOT AFFORD TO PAY MY LANDLORD BECAUSE OUR TITHES ARE WAY DOWN?

As mentioned above, first check your contract to see if there is a “force majeure” clause that protects you. If not, start talking to your landlord and try to work out an arrangement. Keep in mind that everyone (individuals and businesses) is concerned right now about the financial impact of this crisis. Also keep in mind that this will pass, and so a history of being a good tenant to your landlord and also the future opportunity of things returning to normal, are things that play into your favor. Use your good relationship with your landlord to arrive at an arrangement you both can live with to get through this crisis.