

ALLIANCE DEFENDING FREEDOM

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# CHURCH ALLIANCE



## Scope of Services

As an ADF Church Alliance member, you will receive:

- ✓ Legal review of church bylaws and policies that relate to protecting your church's religious liberty
- ✓ Direct access to attorneys to answer your questions about protecting your church's religious liberty
- ✓ Consultation for legal issues involving your church's religious liberty (prior to litigation)
- ✓ Legal representation in cases involving the church's religious liberty, and that meet our guidelines:
  - Employment
  - Land use
  - Tax exemption
  - Clergy confidentiality
  - Requests to use church facilities
  - Government mandates or unconstitutional regulation
  - Volunteer requirements
  - Equal access to government property or benefits
  - Church member discipline/removal
- ✓ Specialized resources such as webinars and newsletters tailored to protecting the religious liberty of the church

ADF Church Alliance is not an insurance program, and Alliance Defending Freedom is not an insurance company. ADF will typically represent ADF Church Alliance members in all litigation related to protecting the religious liberty of the church. However, ADF cannot guarantee legal representation in every situation and does not provide casualty payments for a lawsuit. Any legal representation undertaken by ADF is without cost to ADF Church Alliance members.

Some church legal matters involve administrative tribunals such as zoning boards and tax agencies. ADF normally does not appear as legal counsel before administrative agencies or administrative tribunals. ADF will do its best to assist in finding local counsel for administrative phases of legal matters that fall within the ADF Church Alliance scope of services, but cannot guarantee that local counsel representation will be obtained or will be free of charge.

Matters ADF does not provide legal representation for include, but are not limited to:

- Intra-ministry, inter-ministry, or denominational disputes or negotiations
- Allegations of child abuse or criminal prosecutions unrelated to religious liberty
- Tax advice, tax audits, or investigations that do not relate to religious liberty
- Start-up and filing requirements (e.g., 501(c)(3) applications, sales tax exemption applications, corporate filings)
- Advice regarding corporate structure or general liability issues not related to religious liberty
- General advice regarding government contracts or grant agreements
- Drafting business contracts such as rental agreements or vendor contracts
- International legal matters or compliance with international law
- Land use cases wherein discrimination or unequal treatment is not present
- Child protection policies
- Church/Ministry security policies
- Issues related to government overreach generally that do not pertain to religious liberty
- Matters where the requested representation is prohibited under applicable rules of professional conduct, including situations that could present a conflict interest with current or former ADF clients
- Other matters not specifically covered in the scope of services

## Scope of Services (continued)

*ADF has the sole authority to determine whether a request for advice or representation falls within the scope of services offered, or can otherwise be accepted, by ADF Church Alliance.*

*Membership in ADF Church Alliance provides each member access to ADF attorneys who will provide legal guidance as relative to each situation and as determined on a case by case basis by the attorneys. ADF reserves the authority to direct the specific course of representation including, but not limited to, whether to litigate any particular legal matter. By joining, and per Arizona Rule of Professional Conduct 1.2(c), which ADF operates under, ADF Church Alliance members hereby provide informed consent to this limited representation.*

*Alliance Defending Freedom reserves the right to terminate any membership agreements and/or add, change, or remove rules, conditions of membership, scope of services, and all services offered by and through ADF Church Alliance at any time and in its sole discretion. In the event of membership termination, Alliance Defending Freedom shall only be obligated to return to a former member any prepaid but unused membership dues, without penalty or interest.*

*As licensed professionals, ADF attorneys have ethical duties and obligations that can occasionally limit their ability to provide representation. For example, an ADF attorney may be unable to represent a client if the requested legal representation would create a conflict of interest with one or more of ADF's current or former clients, including other Church Alliance members. So, for instance, if a church denomination asks ADF to provide legal advice about a situation involving a church that is also a member of ADF Church Alliance, ADF attorneys may be prohibited from accepting representation. However, in those situations when the conflict of interest is unavoidable, ADF will do its best to provide a referral to an outside attorney, though it cannot guarantee the referred attorney will offer his or her services pro bono.*