

Ministry Agreement

WITH

LEGAL NAME OF CHURCH

THE CHURCH				
MAILING ADDRESS		CITY	STATE	ZIP
MEETING ADDRESS IF DIFFERENT FROM ABOVE		CITY	STATE	ZIP
MEETING/SERVICE TIME(S)		PHONE NUMBER	FAX NUMBER	
SENIOR PASTOR	WEBSITE	DENOMINATIONAL AFFILIATION? O NO O YES IF YES, WHICH ONE?		
THE SCHOOL				
NAME OF SCHOOL		PRINCIPAL		
ADDRESS		CITY	STATE	ZIP
GRADE(S) YOU WILL SERVE O K O 1 O 2 O 3 O 4 O 5 O 6 O 7 O 8		PHONE NUMBER	WEBSITE	
DAY(S) OF THE WEEK YOUR CLUB WILL MEET: O MONDAY O TUESDAY O WEDNESDAY O THURSDAY O FRIDAY		STARTING & ENDING TIMES OF YOUR CLUB: P.M.		
THE TEAM LEADER				
O REV. O DR. O MR. O MRS. O MS. O MISS NAME O MALE O FEMALE		EMAIL ADDRESS		
HOME ADDRESS		CITY	STATE	ZIP
SPOUSE'S NAME (IF APPPLICABLE)	BIRTHDAY://	HOME PHONE	MOBILE P	HONE

This Ministry Agreement ("Agreement") is made by and between Crossroads Kids Club ("Crossroads"), an Illinois not-for-profit corporation located in Streamwood, Illinois and the above-named church ("Church"), effective as of the below Effective Date.

WHEREAS, Crossroads is a tax-exempt public charity under Internal Revenue Code sec. 501(c)(3) and is organized and operated to develop biblically-based youth programs that encourage and disciple children in the love and knowledge of Jesus Christ. To accomplish this purpose, Crossroads develops and provides educational materials, coaching, and support services to help local churches start and operate after-school program(s) at public schools in their respective communities (hereafter referred to as a Crossroads after-school club program).

WHEREAS, Church has evaluated Crossroads' ministry materials and programs and desires to enter into this Agreement with Crossroads to define the terms and conditions by which the Church will start and operate a Crossroads Kids Club after-school program at the above-named school ("School").

WHEREAS, it is the joint desire of the Church and Crossroads that all children come to know, love, and serve Jesus as Lord.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration set forth herein, Church and Crossroads agree as follows:

- 1. **Church and School Information.** Church and Crossroads acknowledge that Church has completed the Church, School, and Team Leader information above along with Crossroads Kids Club or Crossroads Connections Club after-school program schedule. Church agrees to notify Crossroads in writing within thirty (30) days of any changes to the information supplied in this Agreement throughout the term of this Agreement.
- 2. **Term.** This Agreement shall commence on the ______ day of _____ of 20____ ("Effective Date") and shall continue until terminated by one of the parties. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the non-terminating party. Church agrees not to use any of the Crossroads' program materials following termination of this Agreement.
- 3. Scope of Services. Church understands and agrees that it will be the recipient of certain services and the licensee of certain proprietary materials provided by Crossroads. Church agrees to use these materials and services to independently conduct a Crossroads afterschool club program at School. The specific support and coaching services and proprietary materials provided by Crossroads to Church are set forth on the current Pricing Schedule provided by Crossroads. Crossroads reserves the right to issue a new Pricing Schedule annually. Any new Pricing Schedules will incorporate new developments and modifications to Crossroads' ongoing ministry relationship with Church. Crossroads will give written notice to Church of any new Pricing Schedule not later than May 31 of any calendar year, and the new pricing and policies will take effect on July 1.
- 4. Financial Terms. Crossroads desires that its curriculum development, coaching, and support services are principally funded by the churches operating a Crossroads Kids Club or Crossroads Connections Club after-school program. The Church agrees to pay a one-time start up fee of \$299 upon the execution of this agreement. The Church and Crossroads agree that this fee is fully refundable before October 31 of the current year if Crossroads is unable to help the church establish a Crossroads Club program in a local school. The fee becomes non-refundable on the date the club program begins. The Church also agrees to pay \$550 (or \$59 monthly or \$150 quarterly). The Church understands and agrees that these fees or those currently published will be due by _______ of each year. The Church understands and agrees that Crossroads may raise these fees annually on July 1. If fees are to be increased,

Crossroads will provide the church with written notice of the new fee structure by April 30. The Church further agrees to pay the currently-published price for any additional services and products that it requests from Crossroads, beyond what is listed as included in the affiliation and licensing fee on the Pricing Schedule. Any additional charges will be invoiced monthly and the Church agrees to pay within 30 days of the invoice date.

- 5. Relationship Between the Parties. The Church agrees that it is soley responsible for all aspects of its Crossroads Kids Club, Crossroads Connections Club and any other program that uses Crossroads after-school club program materials. The Church is therefore solely responsible for selecting and directing all activities, games, and religious instruction, for selecting, maintaining and operating all equipment, vehicles, facilities and materials used in the Crossroads Kids Club or Crossroads Connections Club program, for selecting, training, and supervising all children and parents who participate in the Crossroads Club program, and for screening, selecting, training and supervising all volunteers, employees, and other personnel involved in and who plan, direct and carry out its Crossroads Club program. The Church further agrees that it is solely responsible for the safety of all children and adults who are involved or participate in any way in its Crossroads Club program. Volunteers, employees and other personnel involved in the Church's Crossroads Club program are not in any way volunteers, employees or personnel of Crossroads, but are solely volunteers, employees and personnel of the Church. Notwithstanding the foregoing, Crossroads maintains the right to attend any licensed Crossroads Club program conducted by Church to ensure Church's operation of its Crossroads Club program complies with the terms and conditions of this Agreement.
- 6. Warranties by Church. The Church warrants that in using Crossroads after-school club program materials and carrying out its Crossroads Kids Club or Crossroads Connections Club program, it will comply with all policies and agreements required by School as well as applicable local, state and federal laws related to the operation of Church's Crossroads Club program. The Church shall maintain internal screening and child protection policies appropriate to safeguard children and youth involved in Church's Crossroads Club program which shall include a written application, reference checks, and a criminal background search for all volunteers, employees, and other personnel participating in Church's Crossroads Club program. Church further agrees to maintain insurance coverage adequate to cover physical and other injuries to children and adults participating in, conducting, or leading its Crossroads Club program and other programs using Crossroads after-school club program materials. Church agrees to list Crossroads as an additional insured on Church's insurance policies covering Church's operation of its Crossroads Club program and to provide a Certificate of Coverage documenting Crossroads' inclusion on the policy.
- 7. Ownership of Copyrights. The Church agrees that all copyrights in and to the Crossroads after-school club program materials provided by Crossroads under this Agreement are owned solely and exclusively by Crossroads. Crossroads grants Church a nonexclusive license to use the Crossroads program materials only while this Agreement is in effect. Such use shall be confined solely to the conduct and promotion of the Church's Crossroads Club program at School. Church agrees that it will not substantively modify, reproduce, or use the Crossroads Kids Club program materials for any purposes outside the scope of this Agreement without prior written consent from Crossroads. Church shall not assign or transfer any rights under this Agreement to another entity, group or person without Crossroads' prior written consent.
- 8. **Ownership and Use of Trademark.** Church acknowledges that Crossroads has developed a national brand identity utilizing the Crossroads Kids Club trademark. Church and Crossroads intend to mutually develop, promote and strengthen the Crossroads Kids Club trademark. Commencing upon the Effective Date of this Agreement, Crossroads grants to Church the nonexclusive license to use the trademark Crossroads Kids Club and Crossroads

Connections Club and logos to promote and operate Church's after-school program for a period not to exceed the Term of this Agreement. In the event of termination of the Agreement for any reason, all intellectual property licenses, including the use of the Crossroads Kids Club and Crossroads Connections Club names and logos, shall terminate immediately.

- 9. Indemnification. Church shall indemnify, defend and hold harmless Crossroads, its directors, officers, employees and agents for any demands, claims, actions, suits, judgments, proceedings, liabilities, costs, losses, damages, and expenses (including, without limitation, court costs and attorneys' fees) that may be incurred by Crossroads as a result of any of the following: (1) Church's breach of this Agreement, and/or (2) Church's operations of its Crossroads Club program or other use of Crossroads after-school club program materials, including but not limited to claims against Crossroads and its employees and other personnel, and claims brought by or against the Church, its members, employees, and participants in its Crossroads Club program and other youth or children's programs, whether or not members of the Church. This provision survives the termination of this Agreement.
- 10. **Assignment.** Neither party shall assign their rights or responsibilities in this Agreement without the prior written consent of the non-assigning party.
- 11. **Governing Law & Commitment to Mediation.** This Agreement shall be governed by the laws of the State of Illinois. The parties agree that, if they are unable to resolve a dispute or claim between themselves with respect to this Agreement, the dispute or claim shall be submitted to biblically-based mediation.
- 12. **Recitals.** The above recitals are by this reference hereby incorporated in and made a part of this Agreement.
- 13. **Modifications.** Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except by in writing executed by both of the parties.

Name ("Church"):		
Church		
Signature*:	Date:	
Printed Name:		
Title of Signer:		
Crossroads Kids Club		
Ву:	Date:	
Matthew J. Armstrong, Executive Director		