

## **HOOKED FOR LIFE Ministry Agreement**

1. By accepting this agreement, the church, camp, or organization expresses its desire to establish a HOOKED FOR LIFE Outreach Ministry for children and or families consistent with the principles outlined in this agreement.

### **Term of Agreement**

2. The initial term of this agreement is one year. The church or organization may continue its HFL Outreach Ministry beyond the initial term by simply updating the original information submitted in the ministry agreement and registration form on or before the initial anniversary date.

### **Affiliation & Relationship**

3. The HFL Outreach Ministry exists as a ministry of the church, camp or organization. The church shall be solely responsible for all aspects of the ministry, including but not limited to operating the ministry activities, the safety of participants under relevant law, and all screening, supervising, and other matters concerning volunteers, leaders, and participants involved with the ministry. The church and HOOKED FOR LIFE acknowledge and agree that:

- a. Their relative status is that of licensee (church) and a provider and licensor of the materials, name, logo, programs, and services (HOOKED FOR LIFE).
- b. The church's HFL Ministry is not a division, section, or department but an associated ministry of HOOKED FOR LIFE; and
- c. Personnel, volunteers and others in the church's ministry are not volunteers, employees or staff of HOOKED FOR LIFE.

### **Indemnity Agreement**

4. The church or organization has the responsibility to maintain insurance with sufficient coverage to address any claim of injury to children and other participants in the said church's HFL Outreach Ministry and its programs and activities.

5. The church or organization shall indemnify and hold HOOKED FOR LIFE harmless from and against any and all claims, damages, and liability arising out of its HFL Outreach Ministry and its programs and activities including claims by or against the sponsor, its leaders and any participants, volunteers, staff of the ministry, whether or not members of the church or organization.

### **Termination of Agreement**

6. Either party may terminate this agreement in its sole discretion without cause by giving written notice to the other party of such termination. HOOKED FOR LIFE reserves the right to review and decline acceptance of this agreement.

### **Fulfillment of Services**

7. Upon acceptance and approval of this agreement and the program registration form, HOOKED FOR LIFE agrees to provide the sponsor with the HFL ministry materials and support services including the curriculum, ministry guide and other support through email, phone, web listing, and newsletter updates. Other resources and services including custom logo products will be made available upon request.

HFL will also license the sponsor to use the said materials, the HFL logo, mission statement, and the HFL Property as defined in #9. Acceptance of the ministry agreement and registration will be indicated through a letter to the ministry sponsor.

### **Related Fees**

8. HOOKED FOR LIFE may request a financial gift for its curriculum, materials and other resources. The church agrees that it shall be fully responsible for all taxes applicable to its purchases of tangible personal property and materials from HOOKED FOR LIFE.

### **Use of Materials**

9. The church agrees that all copyrights, trademarks, propriety rights and materials provided by HOOKED FOR LIFE under this agreement, including the terms HOOKED FOR LIFE and HFL, are owned exclusively by HOOKED FOR LIFE.

10. The church may use the HOOKED FOR LIFE Property only while this agreement is in effect. Such use shall be confined to the publicity for, identification of, and conduct of activities sponsored by the HFL Outreach Ministry.

11. The sponsor shall not use the HOOKED FOR LIFE Property in the production and sale of materials such as literature in any form, clothing, ceramic ware, jewelry, or other tangible personal property other than for promotion of its HFL Outreach Ministry.

12. The church agrees not to reproduce or provide unregistered individuals, churches or organizations with the HFL Materials or property without permission from HOOKED FOR LIFE. The church also agrees not to use any of the HOOKED FOR LIFE Property or materials following the termination of this agreement.

13. This agreement shall be governed by the laws of the state of Virginia. 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 and, if necessary, legally binding arbitration under a Christian medication or conciliation process. Judgment up an arbitration award may be entered in any court otherwise having jurisdiction.

### **Fundraising and Accounting**

14. The sponsoring church agrees to accept the responsibility of receiving and accounting for any financial, product or grant contributions/donations made to the church's HFL Outreach Ministry. The church will communicate to potential donors, foundations, businesses and other contributing entities that all donations are to be made to the church and specified for the church's HFL Outreach Ministry. The church agrees, under its nonprofit status, to provide all donors with an end-of-year receipt for any and all donations.

### **Authorization to Sign**

15. The individual signing this agreement on behalf of the church or organization certifies that they are authorized to sign this agreement.

### **Signature and Authorization of Church Representative**

16. I hereby certify that I am authorized to sign this agreement on behalf of the church and that the governing body or personnel of the church has approved this agreement.

\_\_\_\_\_(Signature) \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_(date)

**HOOKED FOR LIFE Executive Director**

\_\_\_\_\_(Signature) \_\_\_\_/\_\_\_\_/\_\_\_\_\_(date)

Agreement Amended 1/2008