

Date: \_\_\_\_\_

We, Name of Church/Organization) \_\_\_\_\_  
located at (Complete primary address) \_\_\_\_\_

\_\_\_\_\_ do hereby request to be a partner of (state program/s here) \_\_\_\_\_, a program/s of Emmanuel Youth and Family Mission Services, Inc. We agree to be bound by the ministry agreement (attached) between our church and Emmanuel Youth and Family Mission Services, Inc. as a partner in ministry. Our representation as a partner church/ministry of Emmanuel Youth and Family Mission Services, Inc is limited to said ministry agreement.

\_\_\_\_\_  
Print Name and Signature

Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved by: Executive Director

Date: \_\_\_\_\_

## **EYFMS. Inc Ministry Agreement**

1. By accepting this agreement, the church/ministry expresses its desire to be part of one of our ministry program/s to young people and their families consistent with the principles expressed in this agreement.
2. The initial term of this agreement is two years. At the end of the initial term and any subsequent term, the agreement will automatically renew for an additional three years once EYFMS, Inc receives the church's renewal agreement.
3. The church's/ministry EYFMS, Inc programs exists as a ministry of the church/ministry. The church shall be solely responsible for all aspects of the EYFMS, Inc program/s, including but not limited to operating the program, the safety of participants under relevant law and all screening, hiring, training, supervising and other personnel matters concerning any volunteer or employed leaders and staff involved in the church's EYFMS, Inc program/s :
  - a. Their relative status is that of an independent(church/ministry) and a provider of the materials, programs and services of EYFMS, Inc to their community
  - b. The church/ministry is not a division, section or department of EYFMS, Inc.
  - c. Personnel involved in carrying out the EYFMS, Inc programs are not volunteers, employees or staff of EYFMS, Inc. The church understands that any training available through EYFMS. Inc is not all-inclusive and does not include training in hiring or other personnel practices and procedures.
  - d. The church is solely responsible for maintaining a safe environment for children and youth, including selecting and training the appropriate volunteers.
4. The church/ministry has the responsibility to maintain a policy or policies of insurance with sufficient coverage to cover any claim of injury to children, youth and other participants in the EYFMS, Inc program, events and activities in which the church is involved, including any claim of sexual molestation and abuse.
5. The church shall indemnify and hold EYFMS, Inc harmless from and against any and all claims, damages and liability arising out of the church's/ministry EYFMS, Inc program including claims by or against the church, its members, officers and leaders and any of the participants, employees and volunteers of the EYFMS, Inc program, whether or not members of the church. This provision survives the termination of this 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. EYFMS, Inc. reserves the right to review and decline acceptance of this registration.

7. Upon acceptance of EYFMS, Inc of this agreement, EYFMS, Inc agrees to provide the church/ministry with our program materials, newsletters, relevant trainings and other forms that are constantly updated to the changing times. A love offering is appreciated but not necessary depending on the capacity of the church to give.

8. EYFMS, Inc may solicit monthly pledge offering, or a love offering depending on the capacity of the church/ministry to do so.

9. EYFMS, Inc desires that all churches/ministries providing an EYFMS, Inc program/s employ a consistent approach and practice, but not necessarily uniform in implementation. Accordingly, by accepting this agreement, the church agrees to conduct its ministry with integrity, using EYFMS, Inc materials, including the official signage, etc. inappropriately to mislead the public.

10. It is agreed that all copyrights, trademarks, trade names, service marks and similar proprietary rights use by the EYFMS, Inc program/s and any and all materials and methods provided by EYFMS, Inc are not be sold to the public for a profit, and such use shall be confined solely to the advertisement, identification of, and conduct of activities of the EYFMS, Inc program/s. It is expected that advertising shall be confined to radio announcements and bulletins in church papers, local newspapers, web sites and telephone directories. The church shall not use the EYFMS, Inc materials in the production or sale of proprietary materials such as clothing, porcelain or ceramic ware, jewelry, or other tangible personal property. The church agrees not to use the EYFMS, Inc materials in the publication of stories, articles or other materials for any purpose other than the promotion of the church's/ministry EYFMS, Inc program/s. The church agrees not to use any of the EYFMS, Inc materials following termination of this agreement or upon failure to renew this agreement.

11. This agreement shall be governed by the laws of the State of California. 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 or other legal mediation process. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

12. The individual signing this agreement on behalf of the church certifies that he is authorized to sign this agreement and that the governing body of the church has approved this agreement.