

MINISTRY AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made this _____ day of _____, 20____, by and between the AMERICAN EVANGELISTIC ASSOCIATION, a non-profit association in the State of Florida, whose principal office is at 505 N. John Rodes Blvd., Melbourne, Florida 32934 (hereinafter referred to as "AEA"), and _____, a non-profit corporation (association) in the State of _____, (hereinafter referred to as "AFFILIATE").

WHEREAS, AEA and AFFILIATE wish to cooperate to promote the Gospel of our Lord and Savior Jesus Christ and advance the Kingdom of God in this world:

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by AEA and AFFILIATE.

IT IS AGREED:

1. Affiliation. AEA and AFFILIATE agree that they will use their best efforts to cooperate in promoting the Gospel of our Lord and Savior Jesus Christ and advancing the Kingdom of God in this world.
2. License. (a) In general. AEA licenses AFFILIATE to use its name, and any and all trademarks or service marks AEA now or hereafter owns during the term of this Agreement, in connection with AFFILIATE's activities. In order to protect the goodwill of AEA, AEA retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.

Acknowledgement. AFFILIATE acknowledges that as between AEA and AFFILIATE, AEA is the lawful owner of the name, "AMERICAN EVANGELISTIC ASSOCIATION", and of the acronym, "AEA", and its associated trademarks used in its activities, and AFFILIATE agrees that it will take no action inconsistent with AEA's ownership of its name, and the acronym and trademarks.

3. AEA agrees to provide AFFILIATE with the following services:
 - (a) Spiritual. AEA will provide spiritual leadership, prayer support, and counsel to AFFILIATE and its leadership;
 - (b) Administration. AEA will provide or make available:
 - (1) Legal review of governing documents and amendments;
 - (2) Group procurement rates for services, equipment, and supplies; and
 - (3) Availability of a group exemption under §501(c)(3) of the Internal Revenue Code of 1986, pursuant to IRS Revenue Procedure 80-27.
 - (c) Technical. AEA will provide AFFILIATE with information about management of churches and religious organizations, and referrals to consultants for particular services the AFFILIATE may require.
 - (d) Funding. AEA will provide AFFILIATE with such funds as are approved by the AEA's Administrative Board of Elders (in its sole discretion) to aid in the development of AFFILIATE's activities.
 - (e) Other. AEA may provide AFFILIATE with access to such other goods and services as it may, in its sole discretion, consider to be useful to AFFILIATE. However, in exchange for such access, AFFILIATE agrees to indemnify and hold AEA and its officers, directors, and employees harmless from and against any and all claims that AFFILIATE may have on account of its use, or the failure to perform in any way, of the goods or services.
4. As a condition of its right to use AEA's name, acronym, and logo(s), AFFILIATE agrees to:
 - (a) Subscribe to, and operate in a manner consistent with, AEA's Statement of Faith, a copy of which AFFILIATE acknowledges it has received.

- (b) Governing documents. Adopt and maintain articles of incorporation, articles of association, a constitution, and/or bylaws (as appropriate) (collectively, "governing documents") that comply with all applicable requirements of state law, and with the requirements of exemption from federal income tax under §501(c)(3) of the Internal Revenue Code; and to submit all proposed amendments to these governing documents to AEA, for its review and approval, not less than 45 days before the date proposed for their adoption. AFFILIATE agrees not to adopt any amendments disapproved by AEA.
 - (c) Operations. Operate in conformity with its governing documents, and (if applicable), remain in good standing under the law under which it is incorporated.
 - (d) Purposes and activities. Be organized and operated at all times for religious, educational and/or charitable purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.
 - (e) Federal and State laws. Be organized and operated at all times in conformity with all other applicable Federal, State, and local laws, regulations, and ordinances.
 - (f) Reporting. Provide AEA with copies of its governing documents, policy statements, annual state corporation report (if any), Form 990 (if any), annual financial statements, and other documents of AFFILIATE that may be requested; and respond promptly to other reasonable requests for information from AEA.
5. Agency. AEA and AFFILIATE agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligation in the name of the other, or to use each other's credit or federal Employer Identification Number in conducting any activities.
6. Indemnification. AEA and AFFILIATE individually agree to indemnify and hold harmless each other and/or AEA's members or other AFFILIATES for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred on account of any activities conducted by AFFILIATE and AEA, respectively. AFFILIATE will promptly notify AEA upon receipt of any claim or legal action arising out of AFFILIATE's activities. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.
7. Term. This Agreement shall be effective on the date above written, and shall continue in effect until terminated pursuant to paragraph 8.
8. Termination. (a) In general. Either AEA or AFFILIATE may terminate this Agreement upon 30 days' notice in writing to the other party.
 - (b) For cause. Either AEA or AFFILIATE may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement.
 - (c) Effect. Upon termination of this Agreement, AEA shall have no further liability under paragraph 3, and AFFILIATE shall cease all use of AEA name, acronym, and logos.
9. Mediation and arbitration of disputes. The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation by AEA's legal counsel, or by arbitration under the Rules of Procedure for Christian Conciliation (published by Peacemaker Ministries – www.hispeace.org) then in effect. Unless otherwise agreed, the arbitration, if any, shall take place in the city where AFFILIATE is located. The arbitrator's decision shall be final and binding on all parties.
10. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
11. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors, and assigns without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

