

# **Church Partner Agreement**

Dear Church Partner,

This is an agreement entered into between your church and Better Together, a Florida nonprofit corporation headquartered in Naples, Florida, for the purpose of partnering together to provide employment opportunities to the public using the job fair model developed by Better Together. The parties agree to work together as follows:

## Section 1: Nature of the agreement.

a) You and Better Together enter into this agreement for the shared purpose of bettering the lives of individuals through the power of work. Better Together agrees to provide its proprietary church job fair toolkit, training, and ongoing support, and grant you a non-exclusive license to utilize it. In consideration, you agree to use your resources to manage and conduct job fairs using the Better Together model, to comply with the responsibilities and duties outlined in this agreement and to pay all applicable fees including an annual membership fee as outlined in Section 3(d).

## Section 2: Statement of principles.

You agree to wholeheartedly embrace the following principles of a Better Together Job Fair:

- a) To offer this job fair to bless your community, welcome all people, and empower human dignity.
- b) To steward each person you encounter with grace, attention, and a spirit of service. Your volunteers, staff, and representatives will not judge or condemn anyone who comes to your job fairs.
- c) To love all neighbors who come through the job fair as Christ loves us.

## Section 3. Membership term, training, and fees.

Strong partnerships require clarity of expectations and a lot of goodwill. By joining together in this agreement both parties demonstrate the latter, and the following points are designed to ensure clarity of both party's expectations for the other.

- a) To gain access to Better Togethers' job fair kit and consultation, you agree to pay an annual membership fee of \$250.00. As described below, there are additional costs for training and payment processing, those are variable costs that differ based on the partnership.
- b) You agree to have the relevant ministry and volunteer leaders in your church attend Better Together job training at the outset of this agreement, and to attend occasional update trainings if requested by Better
- c) You agree to schedule a job fair date within 6 months of training.
- d) Better Together seeks to remove risk from church partners and provide a consistent customer service experience to employers and sponsors by handling payment transactions related to job fairs. A portion of those fees will be retained by Better Together to help keep membership costs low and fund upgrades to the materials, training, and support.

- 1. If you decide to charge businesses for participation in job fairs or solicit sponsorships for job fairs, you agree to process their payments through Better Togethers' business development webpage and to share 30 percent of the payments or sponsorships with Better Together.
- 2. Better Together agrees to process the payments and sponsorships through our website, including paying any transaction fees, and then will pay you 70 percent of what is collected. The remainder will be retained by Better Together to support the ministry.
- 3. Better Together will provide you with written statements detailing all payments received and the amounts retained by Better Together within ninety (90) days after a job fair concludes.
- 4. Better Together reserves the right to change these percentages in the future but will always provide you written notice at least thirty (30) days in advance of the change.

## Section 4. Responsibilities of Parties.

- e) <u>Data Management</u>. You agree to use Better Togethers' job seeker pre-registration, business registration, and entry and exit survey processes in order to learn from and share data from your event. You agree to use data collected to follow-up and maintain relationships with job seekers after job fairs have concluded. You will not sell this data or share it with third parties. You will abide by all spam and applicable data management and email communication laws.
- f) <u>Brand Management</u> You agree to be the primary, branded event host. You may add other churches and nonprofits as partners, but you will maintain primary responsibility for the success of the Job Fair(s). You may not share Better Togethers' training materials or systems with non-church partners, beyond what is necessary for them to execute on specific, supportive tasks. The complete kit of resources is intended only for Better Together partner churches. You agree to use Better Together Press release templates and media advisory templates for public relations and promotion of the event.
- g) <u>Templates</u> You agree to only use Better Togethers' approved branded templates for promotion of the event. If you would like to use other marketing materials, they must be approved by your Better Jobs project manager prior to being used. Once submitted, our team will approve or deny within 2 business days. You agree to not host Job Fairs or similar employment empowerment events using Better Togethers' kit, training, or materials, without informing Better Together and including its approved logo as a partner.
- h) <u>Culture Management</u> You agree to follow Better Togethers' guidelines on the Job Fair cultural components, including the Opportunity Bell, Opportunity Wall, Share Your Story area, Job Coaches, Story Tellers, and Employer Education, along with future elements added by Better Together. Better Together intends that you can and should be creative and experiment with adding other cultural components, and even the specific application of the required components.
- i) <u>Photo and Video Sharing</u>: You agree to share with Better Together any photos and videos taken at job fairs. This includes the stories (and collateral) Storytellers gather at the wall and opportunity bell. You agree to grant Better Together full distribution rights to share these materials with donors and the public. You agree to obtain permission from those who are photographed or videotaped to have their likeness and story shared. You will share these stories and materials by uploading them as directed.
- j) <u>Business Participation</u>: You agreed to not invite any businesses to participate in the Job Fair(s) who support or subsidize sinful behavior, defined as adult entertainment businesses or nightclubs. You have discretion to determine if it will allow alcohol sales or alcohol-related businesses. Multi-level marketing businesses may participate at the sole discretion of the Lead Pastor of the hosting Church.

## Section 5. Church and Community Partners.

a) <u>Non-Profit and Community Partnerships:</u> You understand and agree that Better Togethers' mission focuses on empowering the local church, and that churches will always be the drivers of Better Together job fairs. Therefore, both parties agree that Better Togethers' Toolkit and Training are not intended for non-church entities, including nonprofits, and should not be the driving force behind a Job

Fair, but can supplement your efforts and follow the leadership of the local church. They may not, however, have access to the kit of resources or training materials. A Non-Profit who expressed interest to host their own Better Together Job Fair must enroll in our Non-Profit Franchise Agreement and attend training, please refer them directly to your Better Together Representative.

b) Additional Church Partners: Every church partner hosting a Better Together job fair must enroll, sign an agreement, and complete a training. The training materials and other resources are only intended for churches who are officially committed partners. If you invite other churches to participate and help you with executing the job fair, the participating church must enroll as a church partner, but is not required to attend an Official Better Together Training. However, to receive access to the kit of resources, your additional church partners must pay an annual membership fee.

## Section 6. Intellectual Property.

a) You agree not to share or sell the contents, ideas, best practices, or learning from the Better Together training and kit with other organizations, individuals, or entities without the express (written) permission of Better Together. You also agree that, if you decide to terminate the agreement you will surrender access and cease using all Better Together materials and intellectual property, including but not limited to: the logo, design templates, checklists and project management aids, the cultural elements (Opportunity Bell, Opportunity Wall, Share Your Story area, Job Coaches, Story Tellers, and Employer Education), and the overall kit and training materials.

## Section 7. Insurance and Indemnification.

- a) You agree to maintain adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, with policy limits sufficient to protect and indemnify Better Together and each of its officers, directors, agents, employees, and successors and assigns, from any losses resulting from your conduct, acts, or omissions or the conduct, acts, or omissions of your agents, contractors, or employees. You agree to forward a certificate of insurance verifying such insurance upon Better Togethers' written request.
- b) You also agree to defend, indemnify, and hold harmless Better Together and any other affiliated or partner organization and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorney fees) arising or alleged to arise from your intentional or grossly negligent breach of any representation, warranty, or obligation under this Agreement.

## Section 8. Renewal and Cancellation

- a) Our goal is for a long-term partnership, so this agreement will run for twelve (12) months and will renew automatically on an annual basis unless updated or canceled in writing. But at any time, for any reason, either party can end the agreement with 90 days written notice.
- b) If the agreement is cancelled, you agree to return any materials or equipment provided for your use by Better Together. You also agree to permanently stop using Better Together materials, branding, or tools.
- c) The terms and conditions of this Section and Sections 6 and 7 shall survive the expiration or termination of this Agreement.

Annual Membership Renewal Due Date: \_\_\_\_/\_\_\_/

Church representative signature

Gisela Weigel, Better

Church representative name and position/Affiliation (print)

Better Together Representative Signature

Gisela Weigel, Better Jobs Project Manager Better Together Representative name and Position(print)

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

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