



## **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.**

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 to you, and grant you a non-exclusive license to use it. In consideration, you agree to use your resources to manage and conduct Job Fairs using the Better Together model and 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; and
- c) To love all neighbors who come through the job fair as Christ loves us.

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

- a) You agree to pay an annual membership fee of \$150.00 to retain access to the kit, new resources, and ongoing consultation.

- b) Additional services provided by Better Together beyond the scope of this agreement may incur additional fees.
- c) The fee is due within fifteen (15) days of the execution of this agreement.
- d) The term of this agreement begins on the date this document is signed and received and continues for twelve (12) months unless terminated earlier.
- e) You understand that Better Together's training may have a financial cost. Each training's fee will be set prior to offering. Consult each training's registration page for fee and location information. If a training you have registered for has a fee, then you must pay the fee before participating.
- f) You understand that, updates to the training and process will be communicated regularly and updated partner training is offered throughout the year.
- g) You understand that, through the training and launch process, you will learn about an option to consider charging businesses for their participation in your job fair and to request other sponsorships. If you decide to seek this support, you will either collect checks directly or route credit card payments through Better Together's business development page. Better Together will process your payments and then pay your church back in 1 or 2 installments, by check. For the payments processed through our website, Better Together will collect a 20% fee to support our ministry and help cover the costs we are incurring in supporting your church.
  - a. Better Together reserves the right to change the 20% fee by providing a thirty-day written notice to the other party (calendar days).
  - b. If you choose to manage your own payments you are required to pay Better Together 20% of your total revenue generated from employer fees and sponsorships, due within two weeks after your fair's conclusion.
  - c. If you choose not to charge employers and/or recruit sponsorships, you are subject to a one-time enrollment fee of \$500.
  - d. If you sign this agreement indicating your decision to charge or not charge for employers or sponsors and change your preference prior to hosting a fair, you must contact your Better Together Representative.
  - e. You understand that your final repayment may be withheld until Better Together receives statistics and results (total job seekers present, interviews scheduled or conducted, and on the spot hires), photos, videos, and stories collected at your event.
- h) You or Better Together may terminate this Agreement without cause by providing a thirty-day written notice to the other party (calendar days).
- i) You or Better Together may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of a cure, or if capable of a cure, the other party does not cure such breach within 14 calendar days after receipt of written notice of the breach.
- j) Upon termination, your access to Better Together materials will cease, and you shall promptly deliver to Better Together any and all materials or equipment provided for your

use by Better Together. You shall also permanently stop using Better Together materials, branding, or tools and certify in writing to Better Together that you have done so.

- k) The terms and conditions of this clause and Sections 6 and 7 shall survive the expiration or termination of this Agreement.

#### **Section 4. Responsibilities of Parties.**

- l) **Data Management.** You agree to use Better Together's job seeker pre-registration, business registration, and entry and exit survey processes and to share the data from these tools with Better Together. 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.
- m) **Brand Management –** 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 Together's 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.
- n) You agree to include Better Together's approved logo as a listed partner on the event website, flyers, and other outreach materials. You agree to not host Job Fairs or similar employment empowerment events using Better Together's kit, training, or materials, without informing Better Together and including its logo as a partner.
- o) **Culture Management –** You agree to follow Better Together's 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.
- p) **Financial Stewardship:** If you choose to require an employer booth fee and raise sponsorship revenue to support your fair, you may send those payments through the Better Together business development website and receive payment in one or two installments OR process those payments on your website. If you choose the latter, then you agree to follow Better Together's policy in Section 3(g).
- q) **Photo and Video Sharing:** 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 emailing [stories@bettertogether.us](mailto:stories@bettertogether.us) with the content you collect.
- r) **Business Participation:** 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) Non-Profit and Community Partnerships: You understand and agree that Better Together's 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 Together's 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, in order to receive access to the kit of resources, your additional church partners must pay an annual membership fee.

## **Section 6. Intellectual Property.**

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 pieces), 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 Together's 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. Summary.**

a) Enrollment Fee Due Prior to Training: \$ \_\_\_\_\_

b) Annual Membership Fee and Due Date: \$ \_\_\_\_\_ / \_\_\_\_\_

c) This Agreement is valid through: \_\_\_\_\_

\_\_\_\_\_  
Church representative signature

\_\_\_\_\_  
Church representative name (print)

\_\_\_\_\_  
Position/affiliation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Better Together representative signature

Tristan Starbird  
\_\_\_\_\_  
Better Together representative name (print)

Director of Organizational Development  
\_\_\_\_\_  
Position/affiliation

May 08, 2020  
\_\_\_\_\_  
Date