



Monday, March 16, 2020

KiDs Beach Club Inc® Beach Club Partner Agreement

This Agreement is made and entered into on Monday, March 16, 2020 by and between KiDs Beach Club Inc.® (hereafter referred to as "KBC"), a Texas non-profit EIN 20-4073308, located at 1320 Tennis Drive, Suite 700, Bedford, TX 76022, and Sample Church (hereafter referred to as "BEACH CLUB PARTNER"), located at 1234 Any Street, Anytown, TX 76039.

I. Responsibilities of KBC

- A. KBC agrees to offer the products and services as described in Addendum 1.
- B. KBC agrees to provide lease agreements with the school district securing the facility and approval of the principal.
- C. KBC agrees to provide volunteer background screening through an accredited provider. KBC will activate a volunteer upon successful background check.
- D. KBC will provide multiple Beach Club Leadership Training opportunities for all BEACH CLUB PARTNER approved volunteers to attend.
- E. KBC agrees to provide online access to club curriculum and leadership materials.
- F. KBC agrees to provide BEACH CLUB PARTNER access to the KiDs Online Management System (KOMS)tm.
- G. KBC will provide Bibles as described in Addendum 1.
- H. KBC agrees to provide BEACH CLUB PARTNER with marketing copy, photos and illustrations reasonably needed by BEACH CLUB PARTNER for promotion in print or electronic media. The BEACH CLUB PARTNER, at its discretion, will determine the placement, size and usage, if at all, of the information supplied by KBC. BEACH CLUB PARTNER is under no obligation to promote KBC or its products or services but may do so at BEACH CLUB PARTNER's discretion.
- I. KBC will provide any necessary website addresses, phone numbers, tools, graphics, or strategies and other information necessary.
- J. Any use of the trademarks of the KBC outside of promoting the club must be approved in writing by KBC prior to their use by BEACH CLUB PARTNER.

II. Responsibilities of BEACH CLUB PARTNER

- A. BEACH CLUB PARTNER agrees with the KBC Statement of Faith, Addendum 2 and agrees to hold accountable all volunteers to teach the prescribed curriculum in accordance with the KBC Statement of Faith.
- B. BEACH CLUB PARTNER agrees to pay KBC for products or services described in Addendum 1.
- C. Addendum 1 shall outline the school district(s) and school(s) that KBC and BEACH CLUB PARTNER have agreed upon for the current school year.
- D. BEACH CLUB PARTNER agrees to provide enough volunteers to maintain a 1:10 adult-to-student ratio

per Beach Club sponsored.

E. Require every volunteer to read and agree to the KBC Child Protection Policy and the KBC Statement of Faith, which is found in the KBC Leadership Manual.

F. Require every volunteer, each school year, to submit a KBC Application and Background Check Request. In addition, require every volunteer to complete any background checks required by the respective school district prior to serving in a Beach Club. No volunteer may serve, assist, or participate in clubs until their background check is satisfactory to KBC and the respective school district.

G. Require every volunteer, each school year, to attend at least one Beach Club Leadership Training event.

H. Notify KBC and the appropriate authorities both by phone and in writing immediately upon any suspicions or allegations of improper behavior.

I. Every child must have a permission form signed by a parent or legal guardian in order to attend KiDs Beach Club. This information must be entered into the KOMS within 14 days of receipt. Failure to do so could result in not receiving Bibles and/or denied access to the KOMS.

J. BEACH CLUB PARTNER agrees to properly use the KBC brand according to the Style Guide and Brand Standard issued upon execution of this agreement.

III. Other Provisions

A. Addendums: Addendum 1 and the KBC Statement of Faith, Addendum 2 are incorporated by reference in this Agreement as if fully set out herein.

B. Confidentiality: The terms of this Agreement are confidential.

C. Participant information: Any and all participant information including the club member (child), parent, and volunteer information, including any information which will or may in any way identify a current or former participant or anything about a current or former participant, including any participant list, is confidential and not to be revealed to any person or organization not necessary to the fulfillment of this agreement. If KBC or BEACH CLUB PARTNER believes necessary to share any participant information with any organization or person outside its organization, KBC must first give BEACH CLUB PARTNER prior written approval. The obligations of the paragraph continue after the contract terminates.

D. Indemnification: BEACH CLUB PARTNER shall indemnify, defend, and hold harmless KBC, its officers, directors, employees, and agents and each of them and any parent, subsidiary, or sister company, their officers, directors, employees, contractor, and agents from and against any and all claims, demands, actions, judgments, costs, and expense, including costs of defense thereof, by BEACH CLUB PARTNER, its officers, ministers, contractors, and agents, and each of them and any parent, subsidiary, or sister organization and their officers, directors, ministers, employees, and agents; caused by or arising from any act of omission including negligence, gross negligence, misrepresentation, or intentional misconduct of KBC, its officers, directors, employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this agreement.

E. Insurance: KBC shall maintain liability insurance coverage during the term of this agreement in sufficient amounts to cover KBC's obligations under this agreement. KBC shall provide School District with a certificate evidencing such coverage upon request and shall, at School District's request, name School District as an additional insured on such policies.

F. Term and Termination: The term of this agreement will be for a period commencing on the effective

date stated on Addendum 1 and shall continue until the agreement is terminated pursuant to its terms. Should a party breach a material provision of this agreement, the other party may terminate the agreement after sending a written notice specifying the breach and giving the other party 14 days to cure said material breach. If the breach is not cured in 14 days, the non-breaching party may terminate this agreement immediately. Either party may terminate without cause upon 30 days written notice.

G. Force Majeure: Should unforeseen events beyond the control of either party, such as acts of God, prevent performance of this contract, it may be terminated upon 3 days written notice.

H. Payment: BEACH CLUB PARTNER shall pay to KBC as sole compensation for its services the amounts set forth in Addendum 1. No other amounts will be due or payable without the prior written authorization of BEACH CLUB PARTNER

I. Warranty: KBC agrees to perform services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations. KBC shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. KBC will provide any equipment and materials used to perform the services and provide adequately trained personnel to fulfill its obligations hereunder. In performance of its services, KBC will not infringe any copyright, patent, trade secret or other proprietary right of any person or entity.

J. Assignment: Neither party shall assign its rights or obligations under this agreement without prior written consent of the other party.

K. Waiver: Waiver by either party of any term or condition of this agreement shall not constitute a waiver of any other term or condition of this agreement.

L. Attorney's Fees: In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. M.

M. Dispute Resolution: In the event of any dispute or controversy arising out of this agreement, the parties agree to first submit all issues to mediation under the procedures of the American Arbitration Association. In the event that mediation fails to resolve all issues, the parties shall submit all remaining issues to arbitration under the procedures of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorneys' fees in accordance with those procedures.

N. Choice of Law: The laws of Texas shall govern any disputes arising out of this agreement and venue will be proper only in Tarrant County, Texas.

O. Authority: Neither party is authorized by the other to act on behalf of or in the name of the other party. Neither party shall have the authority to bind the other in contract, debt, or otherwise. The parties are separate entities, and no partnership, joint venture or agency relationship shall be created under this agreement.

P. Notice: Any notice required or sent regarding this contract shall be in writing and sent to: KiDs Beach Club, P.O. Box 635, Euless, TX 76039.

Q. Invalidity: If any provision of this agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions are still to be given full force and effect.

R. Entire Agreement: This agreement, including addendums, is the entire agreement of the parties. For any amendment or addendum to be binding, all parties must sign it.

S. Headings: Headings are solely for reference and shall not affect the construction or interpretation of the agreement.

KiDs Beach Club Inc.® Beach Club Partner Agreement

ADDENDUM 1: PRODUCTS AND SERVICES

This Addendum to the KiDs Beach Club Inc.® Beach Club Partner Agreement by and between KiDs Beach Club Inc.® (hereafter referred to as "KBC"), a Texas non-profit EIN 20-4073308, located at 1320 Tennis Drive, Suite 700, Bedford, TX 76022 (Mailing Address: PO Box 635, Euless, TX 76039) and Sample Church (hereafter referred to as "BEACH CLUB PARTNER") located at 1234 Any Street, Anytown, TX 76039 is made and entered into on this day, Monday, March 16, 2020.

BEACH CLUB PARTNER agrees to sponsor a Beach Club(s) during the 2020-2021 school year in the following:

School	District	Club Start/Length
First Elementary School	Anytown ISD	Fall Start 24 Weeks
Second Elementary School	Anytown ISD	Fall Start 24 Weeks

BEACH CLUB PARTNER agrees to the following Beach Club Fee and payment option:

Fee: \$ 5500; Term: Semi-Annual (August & December)
Payment(s) Will Be: \$2750

A 10% non-refundable deposit is required to activate each club and must be received at least 30 days prior to club start. The deposit will be applied towards the annual invoice, or the first monthly or semi-annual invoice, depending upon payment option selected on previous page.

All club fees are non-refundable.

A late fee of 5% will be added to all past due invoices. Failure to pay club fees will result in denied access to the KOMS, denied access to the school, and club closure. All club fees must be paid on or before the last week of club.

Extra copies of materials, additional Bibles, additional Leadership Manuals, t-shirts, snacks, promotional materials, prizes, parties, etc. and will not be paid for or billed to KBC. We understand that ALL optional costs are at the BEACH CLUB PARTNER's discretion.

KBC will provide BEACH CLUB PARTNER with KBC Explorer Study Bibles to be given to Beach Club kids according to the number of children entered into the management system, on the third week of club, reflecting they have not yet received a KBC Explorer Study Bible.

BEACH CLUB PARTNER agrees to provide approved and KBC trained volunteers for KiDs Beach Club

meetings on public school campus for 1 hour per week for the weeks out of the school year indicated above, according to the school lease agreement.

KBC will establish a school lease agreement with the school district securing the weeks of room rental for the length of time indicated above on the weekday approved by the school principal.

ADDENDUM 2: KBC STATEMENT OF FAITH

We believe that the Bible is the authoritative and infallible revelation from God to man.

We believe that God eternally exists in three persons - the Father, the Son and the Holy Spirit - and that these three are one God, having the same nature, attributes and perfection, and worthy of the same worship and obedience.

We believe that man was originally created in the image of God but has fallen through sin, and as a consequence, has separated himself from God, being dead in sin. Man is now essentially and unchangeably unholy apart from divine grace.

We believe that Jesus Christ was sent by God the Father to manifest God to man and to become the Redeemer of a lost world. Jesus was born of the Virgin Mary, lived a sinless life, and voluntarily accepted the Father's will and became the sacrificial Lamb to take away the sins of man through His death on the cross. On the third day after his burial, He rose again and was received into heaven where He now rules over all things and makes intercession for His people.

We believe in the Holy Spirit who indwells each believer at the moment of his or her conversion and empowers believers to live the Christian life and give service to God.

We believe all who are united to the risen and ascended Christ are members of His Church regardless of denominational affiliation. Having become members one of another, all are under solemn duty to keep the unity of the Spirit in the bond of peace, rising above sectarian differences and loving one another with a pure heart.

We believe that the local Church is the primary instrument of God in the world today for the purpose of Biblical teaching, corporate worship, encouragement, fellowship, discipleship, evangelism and missions. Christians should make a commitment to a local Church where they can be spiritually fed, connect with other ministries, and practice Biblical stewardship.

We believe that Christians are called to walk not after the flesh but after the Spirit, and so living in the power of the Spirit they will not fulfill the desires of the flesh. The flesh with its fallen nature needs to be kept constantly in subjection to Christ, so as not to come forth in our lives and bring dishonor to the Lord. In the spirit of Christ, Christians should oppose racism, every form of greed, selfishness, and vice, and all forms of sexual immorality, including adultery, homosexuality, and pornography.

We believe in the Biblical definition of marriage, which is the union between one man and one woman in covenant commitment.

We believe that after death those who have trusted in the Lord Jesus Christ shall be resurrected and be reunited with Christ in heaven. Those who have not believed in Christ will be separated from God forever.

We are an interdenominational ministry that seeks to serve and cooperate with all segments of the body of Christ. We realize that there is division in the body over the matter of speaking in tongues and the second indwelling of the Holy Spirit after conversion. Our policy is that these practices and teachings should not be a part of any KiDs Beach Club activity to maintain harmony in the ministry.

By signing below, we indicate our Church is in agreement with KiDs Beach Club "Statement of Faith" and we agree to hold accountable all KiDs Beach Club volunteers to teach in accordance with it.

By signing below, we agree to the BEACH CLUB PARTNER AGREEMENT above including ADDENDUM 1: PRODUCTS AND SERVICES and ADDENDUM 2: KBC STATEMENT OF FAITH.

Your typed name below shall serve as your electronic signature which is the legal equivalent of your handwritten signature.

We desire to partner with KiDs Beach Club® making Jesus cool at school! ®

Beach Club Partner Authorized Signature

Bill Smith

on behalf of Sample Church

Title

Pastor

Email

fbanfill@kbcmail.org

Phone Number

(817) 510-5885

Date and time signed

Monday, March 16, 2020 13:30

Submission ID

4601969032498169826

Submission IP

108.178.99.42

Once your information is processed, a KBC representative will sign and return this Agreement to you.

KiDs Beach Club® Authorized Signature Date

Printed Name

Title

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