

KIDS OUTDOOR ZONE MINISTRY AGREEMENT



1. Kids Outdoor Zone (KOZ) develops ministry program materials (the “KOZ program materials”) and licenses such materials to local churches for their use. The church named below (the “Church”) agrees to use the KOZ program materials consistent with the principles expressed in this Agreement and in the curriculum.
2. The initial term of this Agreement is one year. This Agreement will automatically renew for successive one-year terms when KOZ receives and accepts the Church’s annual registration fee.
3. The Church and KOZ agree that the Church that uses KOZ program materials (the “KOZ program”), is not a division, branch, or department of KOZ. The Church and KOZ further agree that their relative status is that of an independent purchaser and licensee (the Church) and provider and licensor (KOZ) of the Kids Outdoor Zone program materials.
4. The Church agrees that it is solely responsible for all aspects of its programs, including all aspects of its KOZ program and any other program that uses KOZ materials. The Church is therefore solely responsible for selecting and directing all activities, training, and religious instruction, for selecting, maintaining and operating all equipment, vehicles, facilities and materials used in the KOZ program, for selecting, training, and supervising all children and adults who participate in the KOZ program, and for screening, selecting, training and supervising all volunteers, employees, and other personnel involved in and who plan, direct and carry out its KOZ program. The Church is solely responsible for the safety of all children and adults who are involved or participate in any way in its KOZ program. Volunteers, employees and other personnel involved in the Church’s KOZ program are not in any way volunteers, employees or personnel of KOZ, but are solely volunteers, employees and personnel of the Church.
5. The Church shall indemnify, defend and hold harmless KOZ and its successors and assigns, directors, officers, employees and agents for all claims, damages and liability arising out of the Church’s KOZ program or otherwise out of its use of KOZ program materials, including but not limited to claims against KOZ and its employees and other personnel, and claims brought by or against the Church, its members, employees, and participants in its KOZ program and other youth programs, whether or not members of the Church. This provision survives the termination of this Agreement.
6. The Church agrees that in using the KOZ program materials and carrying out its KOZ program it shall comply with all applicable local, state and federal laws, and shall maintain a policy or policies of insurance adequate to cover physical and other injuries to children and adults participating in, conducting, or leading its KOZ program and other programs using KOZ program materials.
7. The Church agrees it shall be fully responsible for all state and local sales and other taxes applicable to its purchase of KOZ program materials from KOZ unless the Church provides KOZ

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with a valid, unexpired exemption number/ certificate prior to placing its order. In the event KOZ relies on said exemption number/ certificate which later proves to be invalid, the Church agrees to indemnify KOZ for all back taxes, fines, interest, and penalties attributable to Church purchases from KOZ.

8. The Church agrees that all copyrights, trademarks, trade names, service marks and similar intellectual property rights in and to the KOZ program materials provided by ACI under this Agreement, including the “KOZ” name, are the property of KOZ and are owned solely and exclusively by KOZ. The Church agrees that it will not reproduce or use the KOZ program materials in the production or sale of proprietary materials. The Church agrees that it will not modify the KOZ program materials.

9. The Church may use the KOZ program materials only while this Agreement is in effect. Such use shall be confined solely to the conduct and promotion of the Church’s KOZ program. The Church shall not assign or transfer any rights under this Agreement to another entity, group or person without KOZ’s prior written consent.

10. This Agreement shall be governed by the laws of the State of Texas. 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 and, if necessary, legally binding arbitration under a Christian mediation or conciliation process in accordance with the Rules of Procedure promulgated by Peacemakers Ministries, Inc. of Billings, Montana, United States of America, or its successor. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

11. This Agreement terminates on failure of the Church to renew it by submitting its annual registration fee, or on KOZ’s refusal to accept the fee. Either party may terminate this Agreement at any time prior to the end of the current term in its sole discretion and without cause by giving written notice to the other party. The Church agrees not to use any of the KOZ program materials following termination of this Agreement.

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