

## NATHANIEL'S HOPE BUDDY BREAK AGREEMENT

This **NATHANIEL'S HOPE BUDDY BREAK AGREEMENT** (the "Agreement") is between Nathaniel's Hope ("Nathaniel's Hope," "We" or "Us") and \_\_\_\_\_ (the "Church," "You," or "Your").

1. Nathaniel's Hope created a program called "BUDDY BREAK," which is a free respite program (the "Program") designed to provide one-on-one attention to children with special needs ("VIP Kids") and their eligible siblings, and give their caregivers a well-deserved rest. The Church wishes to host this Program to enrich its ministry, fellowship, worship, evangelism and discipleship. The Church is in agreement with Nathaniel's Hope's Statement of Faith (See Attachment). Neither this Agreement, nor any other document, shall be construed as creating a partnership or joint venture relationship between the parties.

2. Nathaniel's Hope and the Church agree that the Church, including its Program, is not a division, branch, or department of Nathaniel's Hope. Nathaniel's Hope and the Church further agree that the Church's relative status is that of an independent purchaser and licensee (the Church) and provider and licensor (Nathaniel's Hope) of the BUDDY BREAK materials.

3. The term of this Agreement is one year from the date it is signed by both parties, and is automatically renewed for additional one-year terms, unless and until written notice of termination is provided by either party, as set forth in Paragraph 10, below.

### **4. Nathaniel's Hope is responsible for the following:**

- a. Provide a training course to the BUDDY BREAK Leadership Team ("BBLT"), and to Church members and other volunteers who participate in the Program ("Buddy Training 101");
- b. Provide the Church with policies and procedures to help ensure safety and fun;
- c. Answer questions from the BBLT who participate in the Program, in a timely manner;
- d. If requested by the Church, educate the congregation of all ages about the Program.
- e. Provide the opportunity for the BBLT to participate in a national call-in support network, via regular conference/video calls with Nathaniel's Hope staff;
- f. Provide correspondence and communication to keep the BBLT and volunteers energized and committed;
- g. Assist in the promotion of the Program in the community by establishing the Church in the BUDDY BREAK network, which includes promotion on Nathaniel's Hope website, and by sending correspondence to VIP Kids in the Church's Program area.

## **5. The Church is responsible for the following:**

- a. Provide a BBLT, consisting of staff members and volunteers, to implement the Program;
- b. Recruit volunteer "Buddies" from the Church's congregation and other sources, if needed;
- c. Open the Church facility on specific days for BUDDY BREAK, to use class rooms adjacent to a large meeting room for the Program, if possible;
- d. Require ALL Buddy Break volunteers and participating Church staff to attend and complete mandatory "Buddy Training 101" prior to participation in the Program;
- e. Require at least one parent or legal guardian of a VIP child (and eligible siblings- 4 yrs. through 5th graders) to attend and complete the VIP Orientation, prior to participating in BUDDY BREAK.
- f. Conduct national background checks on ALL volunteers for the Program (not including those excepted by law), including the BBLT, and enter Nathaniel's Hope background check release form in the secure, online database, within 30 calendar days of completion. Church should also re-affirm such background checks at a minimum of every 3 years. Volunteers who do not successfully pass the national background check are not eligible to participate in, or volunteer for the Program (unless a minor violation, e.g. traffic citation, etc., at the discretion of the Church);
- g. Check and verify at least 2 references for each volunteer;
- h. Provide supplies needed for crafts, activities and games, and electronic equipment (TV and DVD player);
- i. Inform the Church's insurance company of the Program and how it operates, and to maintain a policy or policies of insurance adequate to cover events that may occur during, or related to, the Church's implementation of the Program, including children and adults participating in, conducting, or leading the Program;
- j. Follow Program procedures and safety policies established by Nathaniel's Hope. The Church agrees that it is solely responsible for implementing its Program, and the use of Program materials. The Church is therefore responsible for selecting and directing all activities and games, and for selecting, screening (national background checks), and training Buddies (with Program materials provided by Nathaniel's Hope), and for selecting, maintaining and operating all equipment, vehicles, facilities and materials used in the Program, and for selecting, training, and supervising all children and adults who are involved in, or participate in any way, in its Program. Volunteers, employees, and other personnel involved in the Church's Program are not in any way volunteers, employees, or

personnel of Nathaniel's Hope, but are solely volunteers, employees, and personnel of the Church;

k. Provide BBLT with a phone line and e-mail account for the Program.

l. Not copy or distribute Program materials without prior written permission from Nathaniel's Hope;

m. Use the Marks, as defined in Paragraph 6 below, of Nathaniel's Hope outside the implementation and performance of the Program, and only as used by, and expressly approved by, Nathaniel's Hope;

n. Provide Nathaniel's Hope with requested documents and reports within ten (10) calendar days upon request; and

o. Keep files secured, and if Church determines it's a covered entity, otherwise comply with the American Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and all other applicable municipal, county, state, and federal laws.

p. Prayerfully consider financially supporting the ministry of Nathaniel's Hope as a missions outreach (e.g. monthly support, annual special offering, and/or through a fundraiser).

6. The Church acknowledges that the following logos and names are, and will remain, solely owned by Nathaniel's Hope: NATHANIEL'S HOPE; BUDDY BREAK; VIP KIDS, MAKE 'M SMILE, and MAKE 'M SMILE-FARI; including all logos and graphics used in conjunction with these terms, including, but not limited to, the boy in glasses (hereinafter collectively the "Marks"). Nathaniel's Hope grants the Church a royalty-free, non-exclusive license to use the Marks during the term of the Agreement, but reserves the right to supervise and limit such use as deemed appropriate by Nathaniel's Hope (e.g. t-shirts, mugs, hats, bags, etc.). Upon termination of the Agreement, as set forth in Paragraph 10, You agree to return all Program materials to Us, and You agree to not continue to use, or allow any other party to use, any of the Marks or copyrighted materials of Nathaniel's Hope upon such termination.

7. The Church acknowledges that Nathaniel's Hope created and owns the copyrights in all written materials (whether in paper, electronic, or any other form) provided to the Church. Nathaniel's Hope grants the Church a royalty-free, non-exclusive license to use the copyrighted material during the term of this Agreement, but reserves the right to supervise and limit such use as deemed appropriate by Nathaniel's Hope.

8. Neither party may assign the Agreement to any person or entity without prior written approval by the other party; provided, however, such approval shall not be unreasonably withheld.

9. The failure of either of the parties hereto to insist at any time upon the strict performance of any provision of this Agreement, or to act upon or exercise any right or remedy available, or possibly available, to such party, shall not be interpreted as a waiver or a relinquishment of any such provision, right, or remedy, unless specifically expressed in writing, signed by such party.

10. This Agreement may be terminated by either party at any time, for any reason, by delivering written notice of intent to terminate at least 30 calendar days prior to the effective date in the written notice of termination.

Any such notice shall be mailed to each party respectively:

**Nathaniel's Hope**

Nathaniel's Hope, Inc.  
5210 S Orange Avenue  
Orlando, FL 32809

**Church**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. The Church shall indemnify, defend, and hold harmless Nathaniel's Hope, and its successors and assigns, directors, officers, employees, and agents, for all claims, damages, and liability arising out of the Church's implementation of the Program, or otherwise out of its use of Program materials, that arise out of the failure of the Church to keep, observe, or perform its obligations under this Agreement, including, but not limited to, claims against Nathaniel's Hope, and its employees, officers, or agents, and claims brought by or against the Church, its members, employees, participants, and volunteers in its Program, whether or not members of the Church, unless such claims, damages, and/or liability were caused by Nathaniel's Hope's officers, employees, or agents' gross negligence, or by the joint negligence of Nathaniel's Hope and any person(s). This provision survives the termination of this Agreement.

12. This Agreement shall be governed by, and shall be construed and interpreted in accordance with the laws of the State of Florida. 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, agreed to by both parties. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

13. This Agreement constitutes the entire understanding between the parties. There are no representations or covenants of any nature, oral or written, which are not included herein. This Agreement cannot be modified or amended except by a written instrument executed by both parties. The parties represent and warrant that they have the exclusive authority to execute this Agreement.

**CHURCH**

\_\_\_\_\_  
Church (Print Full Name)

By: \_\_\_\_\_  
Signature (Lead or Executive Pastor)

\_\_\_\_\_  
(Print Full Name)

Title: \_\_\_\_\_

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

**NATHANIEL'S HOPE**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Full Name)

Title: \_\_\_\_\_

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

## ATTACHMENT

### STATEMENT OF FAITH

- \* We believe that the one true God exists in three persons: God the Father, God the Son and God the Holy Spirit.
- \* We believe that Jesus Christ is the eternal Son of God.
- \* We believe that all have sinned and come short of the glory of God; but through the shed blood of Christ, His death and resurrection, salvation is made possible by God's grace to those who repent, believe and surrender to the Lordship of Jesus Christ.
- \* We believe that true conversion is evident by the revealed character of Christ in the believer's life.
- \* We believe that the Holy Spirit was sent to convict the world of sin, and the indwelling of the Holy Spirit provides comfort, guidance and power to the saints of God for the fulfillment of the Great Commission.
- \* We believe that the 66 books of Bible are the inspired and infallible Word of God. It is our final authority.
- \* We believe Jesus is coming again to judge the world in righteousness.
- \* We believe that we await the future hope of living eternally with Christ Jesus; there will be a new heaven and a new earth where those who have been redeemed by His blood and have overcome will live forever in His glorious presence.
- \* We believe that the salvation of man is wholly a work of God's free grace and is not the work, in whole or in part, of human works, goodness, or religious ceremony. God imputes His righteousness to those who put their faith in Christ alone for their salvation, and thereby justified them in His sight.
- \* We believe that no sin can separate us from the love of God.