

SPARK OF GRACE CHARTER

The main ideas that make Spark of Grace Ministries, Inc. effective within each local church are based upon a revolutionary process that is patent pending. Therefore, each church must have a Charter in place in order to utilize these ideas.

THIS CHARTER, made effective on the ____ day of _____, 200____, is entered into by SPARK OF GRACE MINISTRIES, INCORPORATED, a non-profit corporation organized under the laws of the state of Maryland (hereinafter called "SGM"), and by the church named, herein below (hereinafter called "THE LOCAL CHURCH").

I. Background of the Charter

1.00 SGM has developed an effective outreach program (hereinafter called "the program") and materials for use in the program (hereinafter called "program materials") and licenses the use of the program and program materials to churches for effective outreach and discipleship.

1.01 The LOCAL CHURCH desires to acquire a non-exclusive license to implement the program and to use and dispose of the program materials developed by SGM.

II. Non-Exclusive Charter

2.00 SGM hereby grants to the LOCAL CHURCH the non-exclusive right and charter in the United States of America and its territories and dependencies, to implement the program and to use and dispose of program materials throughout the term of this Charter. It is understood that the LOCAL CHURCH, as soon as possible, will send representatives to SGM's training seminar to learn how to effectively implement the program.

2.01 Subject to the other provisions herein contained, the Charter shall be for a term of three (3) years from the effective date (hereinafter called "the primary term"), and is automatically renewable unless cancelled in writing.

III. Financial Support

3.00 SGM will deliver to the LOCAL CHURCH program materials at wholesale prices plus shipping and handling as set forth in the order form (prices, shipping, and handling are subject to change without notice).

3.01 To meet operational expenses and further promote SGM, each LOCAL CHURCH is asked to consider partnering with SGM by providing monthly missions support.

IV. Reporting

4.00 It would be helpful if the LOCAL CHURCH would make a written monthly report to SGM regarding its activity in the program for the month prior. This validates the survey and also provides encouragement to other churches nationwide. SGM will provide such forms to the LOCAL CHURCH for this purpose. These may be faxed, emailed, or sent via US Mail to SGM's office.

V. Use of Outreach Program and Program Materials

5.00 The LOCAL CHURCH agrees to purchase a separate training manual for each and every student being trained in the MBCCC, FREE, and ACTION departments, and each student in the Newcomer's Class department.

5.01 The parties agree that the LOCAL CHURCH is not a division, branch, or department of SGM. The parties further agree that the LOCAL CHURCH and SGM are neither joint ventures nor business partners.

5.02 The LOCAL CHURCH agrees that it is solely responsible for all aspects of its outreach activities, including the implementation of all aspects of the program. The LOCAL CHURCH is, therefore, solely responsible for: selecting and directing all activities associated with outreach; selecting, maintaining and operating all equipment, vehicles, facilities, and materials used in the outreach program; and selecting, training, and supervising all individuals who participate in the program.

5.03 The LOCAL CHURCH is solely responsible for the safety of all individuals who participate in the program.

5.04 SGM shall have no liability whatsoever to the LOCAL CHURCH or any other person for or on account of any injury, loss, or damage assessed or asserted against, or any other liability incurred by or imposed upon the LOCAL CHURCH or any other person, arising out of or in connection with or resulting from the use of the program or the program materials or any advertising or other promotional activities with respect to any of the foregoing, and the LOCAL CHURCH shall hold SGM harmless in the event SGM is held liable.

The individual signing this Charter on behalf on the LOCAL CHURCH certifies that he is authorized to sign this Charter.

The LOCAL CHURCH:

VI. Federal and State Law

6.00 The LOCAL CHURCH agrees that, in using the program materials and carrying out the program, it will 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 property and to individuals participating in the program.

6.01 This Charter shall be governed by the laws of the State of Maryland.

VII. Taxes

7.00 The LOCAL CHURCH agrees that it will be fully responsible for all state and local sales and other taxes applicable to its purchase of program materials from SGM unless the LOCAL CHURCH provides SGM with a valid, unexpired exemption number/certificate prior to placing its order. In the event that SGM relies on said exemption number/certificate that later proves to be invalid, the LOCAL CHURCH agrees to indemnify SGM for all back taxes, fines, interest, and penalties attributable to the LOCAL CHURCH's purchases from SGM.

VIII. Intellectual Property

8.00 The LOCAL CHURCH agrees that all copyrights, trademarks, trade names, service marks, patents and other intellectual property rights in and to the program and program materials are the property of SGM. **The LOCAL CHURCH agrees that it will not copy or reproduce program materials in any form.** The LOCAL CHURCH further agrees that it will not modify the program materials.

8.01 SGM grants the LOCAL CHURCH permission to copy or reproduce **ONLY** the materials in the "Supplemental Book" during the time this charter is in force. Should the charter expire, or the LOCAL CHURCH is in default for any reason, this permission is automatically revoked.

IX. Use of Program Materials

9.00 The LOCAL CHURCH may use the program materials only while this Charter is in effect. Such use shall be confined solely to the conduct of the program.

9.01 This Charter imposes personal obligations on the LOCAL CHURCH. The LOCAL CHURCH will not assign any rights under this Charter without the written consent of SGM. SGM may assign its rights hereunder.

X. Termination

10.00 If the LOCAL CHURCH fails to pay for materials, or comply with articles as herein provided, SGM can, on written notice to the LOCAL CHURCH, terminate this Charter. If such default is not cured within thirty days of the receipt of said notice, this Charter will terminate without prejudice to the moneys due to SGM hereunder.

10.01 If the LOCAL CHURCH decides for any reason to discontinue the program, they may give 90-days written notice to SGM of such intent. All unopened materials, except customized materials, may be returned for credit less 15% restocking and shipping charges incurred by SGM.

XI. Severability

11.00 The parties agree that if any part, term, or provision of this Charter shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

11.01 In the event the legality of any provision of this Charter is brought into question because of a decision by a court of competent jurisdiction, SGM, by written notice to the LOCAL CHURCH, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

XII. Waiver, Integration, Alteration

12.00 The waiver of a breach hereunder may be affected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

12.01 This Charter represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties.

12.02 A provision of the Charter can be altered only by a writing signed by both parties, except as provided in Section 11.01.

Spark of Grace Ministries, Inc.:

Church Name

Church Phone Number

Signed By

Date

Signature of Representative

Printed Name of Representative

Date

"The Lord gave the word: great was the company of those that published it." (Psalm 68:11)

SPARK OF GRACE CHARTER



The signed charter should be attached to this application.
Please fill out completely by typing or printing clearly in blue or black ink.

Starting Date _____

CHURCH INFORMATION

Church Name _____

Church Mailing Address _____

City _____ Country _____ State _____ ZIP _____

Church Street Address _____

City _____ Country _____ State _____ ZIP _____

Church Phone (_____) _____ Church Fax (_____) _____

Email Address _____ Web site URL _____

Possible Training Dates (Sunday evening service – Tuesday evening):

First Choice _____ Second Choice _____

Avg. AM Worship Attendance: 0-49 50-149 150-299 300-449
 450-599 600-799 800-999 over 1000

BILLING & SHIPPING

Billing Address (If applicable, use P.O. Box)

Shipping Address (Street Address)

Name _____

Name _____

Address _____

Address _____

City _____

City _____

State _____ ZIP _____

State _____ ZIP _____

Daytime Phone (_____) _____

Daytime Phone (_____) _____

Email Address _____

Email Address _____

OTHER INFORMATION

Senior Pastor _____

Discipleship Director _____

Address _____

Address _____

City _____

City _____

State _____ ZIP _____

State _____ ZIP _____

Daytime Phone (_____) _____

Daytime Phone (_____) _____

Evening Phone (_____) _____

Evening Phone (_____) _____

Email Address _____

Email Address _____

Submit initial order form with signed Spark of Grace Charter.

Mail to: Spark of Grace Ministries
703 Oak Hill Avenue, Ste. 200
Hagerstown, MD 21740

Note: Enclose a copy of your church's state sales tax exemption form or certificate.

Call (877) 71-GRACE