



## MENTOR FATHER INVOICE AGREEMENT

The Church / Pastor acknowledges its Approval of the indicated Mentor into their Church's mentoring ministry and is agreeing to be invoiced annually during his mentoring term. *Fathers in the Field (FitF)* does not approve Mentor Fathers.

### PASTOR APPROVED Mentor Father Information:

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Church Name \_\_\_\_\_

Number of Years Mentor Father has been Attending your Church: \_\_\_\_\_

Commissioning Date of Mentor Father (approximately): month: \_\_\_\_\_

End of Year Celebration Event Description: \_\_\_\_\_

### PROGRAM MATERIAL PURCHASE:

**PLEASE NOTE: A National Background Check fee, with any additional state and county fees are included in the Purchase cost for each Mentor Father as a requirement even if it is a second or duplicated Background Check by the Church. We just want to make sure it gets done.**

**Yearly Mentor Father cost:** The Church will be invoiced \$500 annually on his anniversary month.

**Payment Method:** Please make check payable to:

Fathers in the Field Ministry at 6796 N. Franklin Ave, Loveland, CO 80538

**Additional Terms:** The reverse side of this Commitment contains additional terms which are a part of this agreement between the Church and FitF. The undersigned has read both sides of this Commitment and understands and acknowledges that all terms on the front and back of this Commitment are part of the agreement between the Church and FitF.

### CHURCH:

Pastor Approval of Mentor Father Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE RETURN TO:** Regional Missionary: \_\_\_\_\_

*Thank you for listening to the heart of God, and responding to the cry of the abandoned boy.  
Fathers in the Field is a 501c3 charitable organization.*

**1. Acknowledgements.** The Church acknowledges and agrees that it is purchasing the Fathers in the Field® Program to implement and conduct the Program within and through the Church and under the direction and supervision of Church pastors, employees, and authorized representatives. The Church acknowledges and represents to FitF that the Church has adequate church program activity insurance and liability insurance to cover potential liability associated with conducting the Program and has approved purchasing, implementing, and conducting the Program within and through the Church according to all required Church approval processes.

**2. The Program/Sublicense.** The Program consists of an outdoor mentoring program designed to benefit fatherless boys. The literature and other materials provided or made available to you by FitF provides further descriptions of the intent and purposes of the Program and the manner in which it is to be implemented and conducted. FitF obtained a license for the Program, and various related trademarks, copyrights, and Program materials, from the person who created and developed the Program and is the owner of the associated trademarks, copyrights, and Program materials (the “Licensors”) through a license agreement. The use of the Program, trademarks, copyrights, and Program materials provided or made available to you by FitF from time to time (collectively, the “Licensed Property”) is being made available to the Church through a sublicense arrangement. Accordingly, the Church can only use the Licensed Property in the manner in which FitF designates from time to time and in accordance with all of the procedures and instructions provided by FitF from time to time. Failure to comply with these designations, procedures, instructions, and requirements shall allow FitF to terminate this Commitment upon thirty (30) days written notice without refund. The Commitment may also be terminated for nonpayment of the fees for the Program packages and for any other breach of this agreement. In case of termination, the Church shall cease conducting the Program and using any of the Licensed Property, and shall promptly return all literature and materials relating to the Program to FitF.

**3. Release.** The Church and all of its pastors, employees, agents, affiliates, representatives, and participants in the Program (collectively, the “Releasers”) hereby release, waive, and covenant-not-to-sue FitF, Licensors, and their respective directors, officers, employees, agents, attorneys, and affiliates (each a “Releasee,” and collectively the “Releasees”) from, against, and with respect to any and all causes of action, proceedings, suits, claims, or demands of any kind or nature whatsoever (including, but not limited to, any of the foregoing causes of action, proceedings, suits, claims, or demands asserting, based on, or arising out of the negligence of FitF, Licensors, or any other Releasee), which Releasers may now have, or have in the future, against FitF, Licensors, or any other Releasee on account of personal injury, property damage, death, accident of any kind, improper or unlawful action or conduct of the Church or any participant in the Program, or any other damage, loss, or injury, arising out of, concerning, or in any way relating to the Licensed Property, the conduct, implementation, or use of the Program or any other Licensed Property, participation or any other involvement in the Program, or this Agreement. If any portion of the foregoing release is held to be invalid, the remaining portion shall remain in full force and effect. The Church covenants and agrees that it will obtain from each participant in the Program (or, if the participant is a minor, from such participant’s parent or legal guardian) and any other person involved with the Program a release and waiver substantially similar to the release and waiver set forth above prior to such person’s participation or other involvement in the Program.

**4. Warranty Disclaimer.** The Licensed Property is sublicensed to the Church on an “AS IS” basis without representation or warranty of any kind or nature. The Church’s sole remedy with respect to its dissatisfaction with the Licensed Property is to terminate this Commitment and obtain a pro rated refund. FitF and Licensors expressly disclaim, and the Church hereby expressly waives all warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. The parties agree that the failure of the licensed property to provide the expected benefits to the participants in the program or the Church or the Church’s other dissatisfaction with the licensed property, and the church’ exercise of the limited remedy of termination of this agreement, shall not be considered the failure of the essential purpose of such limited remedy. The entire risk of the usefulness and benefit of the Program and the other licensed property is on the Church.

**5. Limitation of Liability.** FitF and Licensors undertake no liability with respect to the Licensed Property, the conduct, implementation, or use of the Program, or participation or other involvement in the Program. Accordingly, FitF, Licensors, and the other Releasees (as defined above) shall not be liable for any damages, whether direct, incidental, consequential, punitive, or otherwise, relating to, concerning, or with respect to the Licensed Property, the conduct, implementation, or use of the Program, or participation or other involvement in the Program, even if resulting from the negligence of FitF, Licensors, or any other Releasee. The foregoing limitation of liability shall apply even if the limited remedy of termination of this Agreement fails of its essential purpose. In the event the foregoing limitation of liability is determined by a court of law of competent jurisdiction to be unenforceable as a matter of law, damages of all kinds and nature of FitF, Licensors, and the other Releasees shall not exceed in the aggregate the amount paid by the Church as fees for the most recent annual period.

**6. Indemnification.** The Church shall protect, defend, indemnify, and hold FitF, Licensors, and their respective directors, officers, employees, agents, attorneys, and affiliates harmless from any liability, loss, obligation, judgment, demand, damage, cost, or expense (including reasonable attorneys’ fees) of any nature, kind, or type, arising out of, relating to, or concerning any claim, demand, lawsuit, action, or proceeding involving, concerning, or relating to the Licensed Property, the conduct, implementation, or use of the Program or any other Licensed Property, participation or other involvement in the Program, or this Agreement. The foregoing obligations of the Church shall extend to any claim, demand, lawsuit, action, or proceeding, whether brought by the Church, any director, officer, employee, agent, affiliate of the Church, any participant in the Program or other person involved in the Program, or any third party.

**7. Attorneys’ Fees.** The Church agrees to pay and reimburse FitF for all attorneys’ fees incurred by FitF which relate to, concern, or arise out of this Agreement, the Church’s conduct, implementation, and use of the Program, or the Church’s use of the Licensed Property.

**8. Governing Law/Jurisdiction.** This Commitment shall be governed by the laws of the State of Colorado, without reference to any conflict of laws which might result in the application of the laws of any other jurisdiction. If any provision of this Commitment is determined by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable, and the agreement herein shall be construed and enforced as if such invalid provision(s) had never been included. All disputes or controversies relating to this Agreement shall only be heard by courts situated in the State of Colorado or the State of Wyoming. This Commitment represents the entire agreement between the Church and FitF. No amendment hereto shall be binding unless in writing and signed by both parties.