



WOODFIELD
CHRISTIAN MINISTRIES

WOODFIELD CHRISTIAN MINISTRIES, INC. Affiliation for Churches and Ministries Agreement

THIS AFFILIATION AGREEMENT is made this _____ day of _____, 2021 by and between WOODFIELD CHRISTIAN MINISTRIES, INC., a non-profit corporation in the State of New York, whose principal office is at 1270 Avenue of the Americas, 7th Floor, New York, NY 10020 (hereinafter referred to as "WCM"), and _____ (Name of the church or Ministry), whose principal address is _____, (hereinafter referred to as "AFFILIATE").

WHEREAS, WCM and AFFILIATE wish to cooperate to promote the Gospel of our Lord and Savior Jesus Christ and advance the Kingdom of God in this world:

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by WCM and AFFILIATE.

IT IS AGREED:

1. Affiliation. WCM and AFFILIATE agree that they will use their best efforts to cooperate in promoting the Gospel of our Lord and Savior Jesus Christ and advancing the Kingdom of God in this world.

2. License. (a) In general. WCM licenses AFFILIATE to use its name, and any and all trademarks or service marks WCM now or hereafter owns during the term of this Agreement, in connection with AFFILIATE's activities. In order to protect the goodwill of WCM, WCM retains the right to review and approve all uses of said name and marks, but will not unreasonably withhold its approval.

3. Acknowledgement. AFFILIATE acknowledges that as between WCM and AFFILIATE, WCM is the lawful owner of the name, "Woodfield Christian Ministries, Inc., and of the acronym, "WCM", and its associated trademarks used in its activities, and AFFILIATE agrees that it will take no action inconsistent with WCM's ownership of its name, and the acronym and trademarks.

WCM agrees to provide AFFILIATE with the following services:

(a) Spiritual. WCM will provide spiritual leadership, prayer support, and counsel to AFFILIATE and its leadership;

(b) Administration. WCM will provide or make available:

1. Review of governing documents and amendments;
2. Group procurement rates for services, equipment, and supplies; and
3. Help apply for a group exemption under §501(c)(3) of the Internal Revenue Code of 1986, pursuant to IRS Revenue Procedure 80-27.

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7901 4th St N, STE 300 St. Petersburg, FL 33702

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(c) Technical. WCM will provide AFFILIATE with information about management of churches and religious organizations, and referrals to consultants for particular services the AFFILIATE may require.

(d) Funding. WCM will provide AFFILIATE with fundraising ideas to aid in the development of AFFILIATE's activities.

(e) Other. WCM may provide AFFILIATE with access to such other goods and services as it may, in its sole discretion, consider to be useful to AFFILIATE. However, in exchange for such access, AFFILIATE agrees to indemnify and hold WCM and its officers, directors, and employees harmless from and against any and all claims that AFFILIATE may have on account of its use, or the failure to perform in any way, of the goods or services.

4. As a condition of its right to use WCM's name, acronym, and logo(s), AFFILIATE agrees to:

(a) Subscribe to, and operate in a manner consistent with, WCM's Doctrinal Statements:

We Believe...

The Bible is inspired by God and is our final authority in matters of faith, doctrine, and Christian living.

The God of the Bible is the only true God and exists as Father, Son, and Holy Spirit.

Jesus Christ is true God and true man. He is our Lord and Savior, the awaited Messiah of Israel.

The Holy Spirit is God and indwells, guides, teaches, and empowers the believer, convinces the world of sin, of righteousness, and judgment.

Man is a direct creation of God according to the book of Genesis. Because of the fall of Adam, all men are in need of repentance and need to accept Christ as their personal Lord and Savior.

The Church consists of all those who believe salvation comes from the Lord Jesus Christ, are redeemed through His blood, and are born again of the Holy Spirit.

Baptism and The Lord's Supper are ordinances to be kept by all Christians.

Jesus Christ will return for His Church, the Tribulation, The Millennial Reign of Christ, and all future things to come found in the book of Revelation are true and impending events.

It is our mandate by God that we are to deny no one and that all that come to Woodfield Christian Ministries, Inc. will receive His blessing and that the church (body of Christ), to be in His will, should reach out to all people in the community, to care for each one in the community as He has cared for us.

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We also believe that He gave us the raw tools to deal with all things and all needs, but it is in the walking with Him and each other that we begin to understand how to use the tools that we as individuals have been given. That like Jesus, we the body, are sent to intercede for those in the world so that they can believe in Him and achieve eternal life and salvation.

And we stand on 2 Timothy 3:16: All Scripture is God-breathed and is useful for teaching, rebuking, correcting and training in righteousness.

1. Governing documents. Adopt and maintain articles of incorporation, articles of association, a constitution, and/or bylaws (as appropriate) (collectively, "governing documents") that comply with all applicable requirements of state law, and with the requirements of exemption from federal income tax under §501(c)(3) of the Internal Revenue Code; and to submit all proposed amendments to these governing documents to WCM, for its review and approval, not less than 45 days before the date proposed for their adoption. AFFILIATE agrees not to adopt any amendments disapproved by WCM.
2. Operations. Operate in conformity with its governing documents, and (if applicable), remain in good standing under the law under which it is incorporated.
3. Purposes and activities. Be organized and operated at all times for religious, educational and/or charitable purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.
4. Federal and State laws. Be organized and operated at all times in conformity with all other applicable Federal, State, and local laws, regulations, and ordinances.
5. Reporting. Provide WCM with copies of its governing documents, policy statements, annual state corporation report (if any), Form 990 (if any), file six-monthly ministry reports detailing activities and financial statements, and other documents of AFFILIATE that may be requested; and respond promptly to other reasonable requests for information from WCM.
6. Financial Support. The AFFILIATE commits to contribute in proportion to its members. From 1 to 50 members 150 USD a month, from 51 to 100 members 200 USD a month, from 101 to 200 members 300 USD a month. Every church or ministry with over 201 members, will receive an individual ministry agreement, specifying monthly support.
7. Agency. WCM and AFFILIATE agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligation in the name of the other, or to use each other's credit or federal Employer Identification Number in conducting any activities.
8. Indemnification. WCM and AFFILIATE individually agree to indemnify and hold harmless each other and/or WCM's members or other AFFILIATES for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other

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expenses incurred on account of any activities conducted by AFFILIATE and WCM, respectively. AFFILIATE will promptly notify WCM upon receipt of any claim or legal action arising out of AFFILIATE's activities. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

9. Insurance. Affiliate agrees to name WCM as an additional insured under its comprehensive general liability insurance policy with limits of not less than \$1,000,000.00. The AFFILIATE's insurance policy coverage shall also include the AFFILIATE along with any other clergy, employees or other participants in AFFILIATE Church's programs that run-in connection with this affiliation. WCM shall also obtain a comprehensive general liability insurance policy with a limit in the amount of \$1,000,000. Each Party shall provide a certificate of insurance evidencing said coverage at the commencement of performance of this Affiliation Agreement.
10. Term. This Agreement shall be effective on the date above written, and shall continue in effect until terminated according to paragraph 9.
11. Termination. (a) In general. Either WCM or AFFILIATE may terminate this Agreement upon 30 days' notice in writing to the other party.
12. For cause. Either WCM or AFFILIATE may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement.
13. Effect. Upon termination of this Agreement, WCM shall have no further liability under paragraph 3, and AFFILIATE shall cease all use of WCM name, acronym, and logos.
14. Mediation and arbitration of disputes. The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation or by arbitration under the Rules of Procedure for Christian Conciliation (published by Peacemaker Ministries – www.hispeace.org) then in effect. Unless otherwise agreed, the arbitration, if any, shall take place in the city where AFFILIATE is located. The arbitrator's decision shall be final and binding on all parties.
15. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
16. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors, and assigns without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
17. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

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18. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile transmission, or U.S. Mail. If delivered by U.S. Mail, notices shall be sent by certified or registered mail, return receipt requested, or by express mail, all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to WCM: P. Jael Rivas, President
Woodfield Christian Ministries, Inc.
1270 Avenue of the Americas, 7th Floor
New York, NY 10020

If to AFFILIATE:

19. Governing Law and venue. This Agreement shall be governed in all respects by the laws of the State of New York.

20. Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements. This Agreement may be amended only by the party against whom enforcement is sought.

21. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized representatives.

Woodfield Christian Ministries, Inc.

Date: _____

By: _____

P. Jael Rivas, President

AFFILIATE

Date: _____

By: _____

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Payment information

For deposits or bank transfers:



Bank: Chase
Woodfield Christian University
Account Number: 459276288
ABA: 021000021
SWIFT: CHASUS33



For transfers by Paypal:
accounting@woodfielchristianduniversity.org

**The agreement and the payment receipt should be sent by email to:
accounting@woodfieldchristianuniversity.org and
info@woodfieldchristianuniversity.org*

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