

LICENSE AGREEMENT

This License Agreement (the "Agreement") is effective as of _____, 200__ (the "Effective Date") by and between Missions Fest International Association ("Missions Fest") a non-profit society with offices located at 99 Mundy Street, Coquitlam, BC Canada V3K 5L5 and _____ ("Licensee"), a _____ corporation, with _____ offices located at _____ (each a "Party" and collectively the "Parties").

WHEREAS, Missions Fest assists in the organization of annual Christian conferences whose aim is to inform the community about the needs and opportunities for evangelism, education; and service around the world as set forth in the "Principles and Planning and Organization" attached hereto as Exhibit A (the "Conferences");

WHEREAS, Missions Fest owns all right, title and interest in and to the mark and logo attached hereto as Exhibit C (the "Marks") for use in connection with such Conferences together with the goodwill symbolized by the Marks, and has the exclusive right to use and to license others to use the Marks;

WHEREAS, Licensee wishes to organize Conferences and use the Marks in conjunction with such Conferences; and

WHEREAS, Missions Fest is willing to grant to Licensee a nonexclusive license, with no rights to sublicense, to use the Marks in connection with such Conferences according to the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. CONFERENCES

During the Term of this Agreement, Licensee agrees to use the Marks only in connection with the following services: to (i) organize and operate annual Conferences and to use the Marks connection with such Conferences the information, sample materials and other information provided to Licensee by Missions Fest; (ii) form a local working committee that is represented by Christian churches from a variety of denominational backgrounds and to form a not-for-profit society/corporation of such churches; (iii) ensure that Christian churches are the sole sponsors of any Conference; and (iv) comply with the Principles of Planning and Organization in connection with any Conference. Licensee acknowledges that it agrees with the Statement of Faith of Missions Fest attached hereto as Exhibit B.

2. GRANT OF NON-EXCLUSIVE LICENSE

Subject to the terms and conditions specified herein, Missions Fest grants to Licensee a nonexclusive, non-assignable, license within the territory of _____, with no rights to sublicense, to use the Marks for the sole purposes set out in Section 1. Missions Fest expressly retains any right to use and sublicense the Marks during the Term of this Agreement.

3. OWNERSHIP OF AND RIGHTS IN THE MARK; FORM OF USE

Licensee acknowledges that Missions Fest owns all right, title and interest in and to the Marks and agrees that it will do nothing inconsistent with such ownership, including without limitation applying to register the Marks or any variations thereof with any tribunal or other entity worldwide. Licensee further acknowledges that nothing in this Agreement shall give Licensee any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement and that any benefit or value added to the Marks as a result of Licensee's use shall inure to the benefit of Missions Fest. Licensee shall not use the Marks in combination with any other mark without the prior written consent of Missions Fest.

4. QUALITY MAINTENANCE

(a) Missions Fest shall have control over the nature and quality of the Conferences organized by Licensee pursuant to this Agreement. Licensee agrees to maintain the high quality of the Conferences during the Term of this Agreement.

(b) To ensure such quality control, Licensee agrees to (i) comply with the usage guidelines set forth in Exhibit D attached hereto and (ii) permit Missions Fest to monitor any Conferences organized by Licensee pursuant to this Agreement. Licensee shall supply Missions Fest with specimens of all of Licensee's proposed uses of the Marks for Missions Fest's prior approval, which shall not be unreasonably withheld or delayed.

(c) Licensee shall not use, or allow others to use, the Marks, in any way, in combination with or as part of a composite mark or in combination with any other words or symbols. Licensee shall not use the Marks in any manner that would, in the sole discretion of Missions Fest, dilute or tarnish the Marks.

(d) Licensee shall comply in all material respects with any applicable laws and regulations and shall obtain any appropriate government approvals pertaining to the organization, promotion and advertisement of the Conferences.

5. FEES

Licensee shall pay Missions Fest the fees set forth in Exhibit E attached hereto.

6. REPRESENTATIONS, WARRANTIES

Licensee represents and warrants that (i) it is a corporation validly existing in good standing under the laws of its jurisdiction of incorporation; (ii) it has the full and sole authority

and ability to enter into this Agreement; (iii) the individual signing this Agreement on its behalf has full authority to sign the Agreement and to bind Licensee fully to the Agreement; and (iv) it shall use the Marks solely in accordance with this Agreement.

7. INFRINGEMENT

The Parties agree to cooperate in their efforts to defend and protect the rights in and to the Marks. Licensee shall promptly notify Missions Fest in writing of any potential or actual infringement of such rights as may come to Licensee's attention. In the event of any potential or actual infringement, Missions Fest has the right, but not the duty, to take any legal action or other measures to protect the Marks against such infringement. Licensee shall cooperate with Missions Fest in any such actions or measures at Mission Fest's request and sole expense.

8. ASSIGNABILITY

This Agreement shall not be assignable by Licensee without the prior written approval of Missions Fest, which shall not be unreasonably withheld. Missions Fest may assign this Agreement without Licensee's consent.

9. INSURANCE

(a) During the Term of this Agreement, Licensee shall maintain in full force and effect, at Licensee's own expense director's liability insurance in amounts not less than one million (\$1,000,000) to be renewed annually. Licensee acknowledges and agrees that Licensee has provided to Missions Fest, prior to the Effective Date, certificates of insurance issued by insurers acceptable to Missions Fest evidencing the coverage specified in the preceding sentence.

(b) Within thirty (30) days prior to the commencement of any Conference under this Agreement, Licensee shall obtain and maintain until the completion of any Conference public liability insurance in amounts not less than the higher of (i) one million (1,000,000) or (ii) the amount required by the venue host of such Conference. Within thirty (30) days of the commencement of any Conference, Licensee shall provide to Missions Fest certificates of insurance issued by insurers acceptable to Missions Fest evidencing the coverage specified in the preceding sentence.

10. TERM AND TERMINATION

(a) This Agreement shall continue in force and effect for a period of one (1) year from the Effective Date (the "Term"), unless otherwise terminated by either Party as set forth in this Agreement. This Agreement shall be automatically renewed for an additional Term, effective as of the last day of the initial Term, unless either Party notifies the other Party, in writing, of such Party's intent to terminate this Agreement before the last day of the initial Term.

(b) Missions Fest may terminate this Agreement without cause upon sixty (60) days written notice to Licensee.

(c) Either Party may terminate this Agreement for material breach by the other Party of such Party's agreements, representations, warranties or covenants set forth herein upon written notice to the other Party; provided that such Party claiming breach shall provide the breaching party with reasonable time and opportunity, but in no event more than fourteen (14) days after the receipt of notice of termination for breach, to cure such material breach.

(d) Upon termination or expiration of this Agreement, as the case may be, Licensee shall immediately and permanently cease all use of the Mark and any marks or names confusingly similar thereto. In the case of termination for convenience, as provided in Section 10(b), Missions Fest and Licensee shall cooperate in good faith to institute a phase-out period for use of the Marks.

11. NOTICES

All notices sent under this Agreement shall be given in writing and (i) hand delivered; (ii) transmitted by legible facsimile with a copy sent concurrently by certified mail, return receipt requested; or (iii) delivered by prepaid priority delivery service. Notices to Missions Fest shall be sent to Missions Fest at the address listed in the introductory paragraph to this Agreement. Notices to Licensee shall be sent to _____.

Either party may change its representative(s) designated to receive notice hereunder by written notice to the other Party.

12. GOVERNING LAW; VENUE

This Agreement shall be governed in all respects by the internal laws of [*state/province*] and [*country*] as applicable therein without regard to conflicts of law principles, and each party hereby submits to the exclusive jurisdiction of the courts in that jurisdiction.

13. ENTIRE AGREEMENT

This Agreement and its exhibits contain the entire agreement of the Parties with respect to the subject matter hereof and no provisions of this Agreement may be changed or modified except by written instrument signed by the Parties. The failure or delay of either Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification of such rights.

14. GENERAL PROVISIONS

(a) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

(b) Headings. The section headings inserted in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

(c) Counterpart and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all

of which when taken together shall constitute but one and the same Agreement. Facsimile signatures on this Agreement shall be as binding and enforceable as original signatures.

(d) Other Remedies. The Parties acknowledge that the right to terminate this Agreement for Breach, as set forth in Subsection 9(c), may be inadequate as a sole remedy. The Parties therefore agree that either Party may avail itself of any and all remedies at law and in equity, including injunctive relief.

(e) Severability. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SIGNED BY THE PARTIES AS AN AGREEMENT on the _____ day of _____, 200__, but is effective as of the Effective Date:

Signed For And On Behalf Of
MISSIONS FEST INTERNATIONAL ASSOCIATION
By its authorized signatory:

By _____
Signature

PRINTED

Title _____

Date: _____

Signed For And On Behalf Of _____ **[LICENSEE]**

By its authorized signatory:

By _____
Signature

PRINTED

Title _____

Date: _____

EXHIBIT A

PRINCIPLES OF PLANNING AND ORGANIZATION:

Missions Fast is an annual Christian conference, whose aim is:

1. To inform the community regarding the needs and opportunities for evangelism, education and service around the world;
2. To introduce to the community, the individuals, agencies and organizations that are directly involved in such evangelism, education and service; and
3. To encourage the community to participate, either directly or indirectly, in such evangelism, education and service.

"Evangelism, Education and Service" includes:

1. Short term emergency relief;
2. Short term temporary assistance in health, welfare, education, social and economic development;
3. Long term sustained assistance in health welfare, education, social and economic development;
4. Short term education and training in the principles and practices of the Christian faith; and
5. Long term education and training in the principles and practices of the Christian Faith.

PRINCIPLES

1. PURPOSE:

The purpose of each conference shall be to provide information regarding the needs and opportunities for evangelism, education and service around the world.

2. FOCUS:

The focus of the conference shall be to attract and interest the whole extended family.

3. SPONSORS:

Each conference shall be sponsored only by the local Christian Church, Parish, or Assembly rather than by parent denominations or para-church organizations.

4. STATEMENT OF FAITH:

Each conference, sponsor church and exhibitor shall subscribe to the Statement of Faith.

5. ADMISSIONS:

There shall be no (general) admissions charge to the conference; however, some exception is made for the charging of nominal admission fees for some youth and luncheon events.

6. FINANCES:

Each conference shall be financially self-supporting, with obligations being met as follows:

- a. Local church sponsorship;
- b. Exhibition space rentals and advertising;
- c. Free Will offerings; and
- d. Other donations.

7. VENUE:

There shall be no more than one annual conference in each Province/State or region, unless first authorized by the Missions Fest International Association in writing.

8. LEGAL:

Each conference shall be legally independent. Each conference shall form its own legal entity, i.e. either a not-for-profit corporation or society. Each legal entity (society) shall have a Board of Directors appointed by and made of members from the Sponsoring Churches.

9. VOLUNTEERS:

Each conference is planned, organized and operated essentially by volunteers, including professionals.

10. CONFERENCE DESIGN:

Each Conference shall include plenary sessions, educational seminars, mission organization informational exhibits, and youth and children's programs.

EXHIBIT B

STATEMENT OF FAITH OF MISSIONS FEST

Missions Fast includes a broad spectrum of Christian denominations and organizations. Care will be taken to ensure that no one organization, denomination or movement is given excessive exposure. The emphasis will be to serve the church of Christ in glorifying and honoring our Lord.

STATEMENT OF FAITH (as adopted by Missions Fest)

We believe . . .

1. that there is One God, eternally existent in Three Persons: Father, Son and Holy Spirit
2. in the divine inspiration of Holy Scriptures, both the old and New Testaments, and its consequent entire trustworthiness and supreme authority in all matters of faith and conduct;
3. in the universal sinfulness and guilt of human nature since the fall, making man subject to God's wrath and everlasting damnation ;
4. in the substitutionary sacrifice of the incarnate Son of God as the sole ground for redemption from the guilt, penalty and power of sin;
5. in the justification of the sinner by the grace of God through faith alone in Christ crucified and risen from the dead;
6. in the illuminating, regenerating, indwelling and sanctifying work of God, the Holy Spirit, in the believer;
7. in the unity and common priesthood of all true believers, who together form the one universal Church, the Body of which Christ is the Head;
8. in the expectation of the personal, visible return of the Lord Jesus Christ; and
9. in the mandate to go and make disciples of all nations, baptizing them in the name of the Father, Son and Holy Spirit and teaching them to obey everything that is commanded.

EXHIBIT C

MARK AND LOGO

Word Mark: MISSIONS FEST

Logo: (attached is the logo in colour)



EXHIBIT D

Missions Fest™ Guidelines for Logo Usage

- **Color:** **Horizontal Position**

The blue is PMS 072U

The gold is PMS 110U



- Image should not be reproduced at a size smaller than ½” high without permission. Measurement is based on the size of the “circle wheat”.
- Changes in size should always be proportional.
- The logo may not be modified in any way.

Vertical Position



Electronic version request:

To ensure exact reproduction, contact the original designer, Peter Pasivirta, by phone: 1-604-261-8681, mobile: 778-233-8799 or email: peter@ppasi.com. The cost is \$25.00.

Each use of the mark shall contain the following notice:

MISSIONS FEST & Design® and MISSIONS FEST™ are trademarks owned by the Missions Fest International Association and used under license by _____ Missions Fest.

EXHIBIT E

FEES

1. Initial Administration Fee:

Licensee shall pay to the Missions Fest International Association a one-time initial administration fee of US\$500 for the administration of consultation and recommendations of Conference operations and policies, including preformatted generic Conference materials.

2. Annual Trademark License Fee:

Within 30 days of _____, Licensee shall pay the Missions Fest International Association for Licensee's use of the Marks a fee of one hundred U.S. dollars (\$100) for each year of the Term. The International Board of Directors will review this arrangement from time to time.