

**Emmaus Ministries Covenant letter
Schedule C - Summary of Paragraphs**

The Upper Room owns all rights to all Emmaus materials, and the Local Community is willing to sign all documents to acknowledge that ownership and the value of those rights to The Upper Room. The Local Community will not contest, encourage or assist others in challenging that the Emmaus materials are not the property of The Upper Room. **1a), 1d), 1f, g, h, and k**

The Local Community will follow all instructions of The Upper Room as to the use of all Emmaus materials and will not use those materials or the Walk to Emmaus trademark without the express permission of The Upper Room. The Local Community will not copy or reproduce any Emmaus materials without the consent of The Upper Room. **1b)**

The Emmaus materials may be changed at any time by The Upper Room and the Local Community shall use only said changed updated materials when given by The Upper Room. **1c)**

The Local Community will not permit any third party to add or to contribute to the Emmaus materials without getting prior written consent from The Upper Room and all said approved additions and contributions shall become the property of The Upper Room. Any additions or contributions provided by The Local Community may be used by The Upper Room without compensation to said Local Community. **1e) and 1i)**

Any violation of the above will be of material harm to The Upper Room and The Upper Room may use any legal remedies to stop said violations. **j)**

Term and Termination - 12 month term of agreement with no obligation for renewing—The Upper Room may terminate if the Local Community violates the agreement and fails to correct said violation within 15 days after written notice from The Upper Room. **2)**

Effect of Termination - All Emmaus materials must be returned to The Upper Room within 10 days and the Local Community will not have any further right to use Emmaus materials or any right to use the Walk to Emmaus trademark. **3)**

Indemnity - The Local Community will pay for all liabilities and legal costs and hold The Upper Room harmless for any lawsuits brought against The Upper Room arising out of The Local Community's breach of this agreement or any act or omission of the Local Community that causes The Upper Room to be sued. **4)**

Insurance - The Local Community will pay to maintain, during the term of the agreement and for 3 years thereafter, a certificate of commercial general liability insurance, with a) adequate coverage to protect The Local Community and The Upper Room and all their agents b) naming The Upper Room as an additional insured, c) which contains a waiver that the insurance company cannot sue The Upper Room arising out of the paid insurance claim, d) that contains a clause that it cannot be cancelled without 30 days notice to The Upper Room, and e) with a company of A- or better rating. **5)**

No modification unless in writing. **9)**

Disputes covered by the law of Tennessee. **10)**