

## **United Camps, Conferences and Retreats FACILITY MANAGEMENT AGREEMENT**

In order to share with those who are concerned about the care and preservation of campgrounds, conference sites and retreat centers; to preserve those facilities as places that provide for life changing experiences; and to provide for the mutual benefit of all through the advantages of shared management and experience afforded by the economies of scale, Christian Church (Disciples of Christ) of Greater Kansas City (hereafter referred to as the Owner) joins with others who have similar concerns and goals, to be a part of the (California nonprofit corporation) known as United Camps, Conferences and Retreats (hereafter referred to as UCCR).

### Both UCCR and Owner agree to:

- 1) Remain independent non-profit corporations, exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code during the term of this Agreement.
- 2) Agree to function in the manner set forth herein and consistent with UCCR's Articles of Incorporation and By-laws, as amended from time to time, and the attached addendum(s) and exhibit(s) to this Facility Management Agreement ("Agreement").
- 3) Abide by the Use Fees as set by the UCCR Board of Directors, as may be adjusted from time to time at the sole discretion of the Board. It is further agreed that an amount sufficient to cover the cost of administrative services and the continuance of the UCCR office shall be paid from the revenue generated by the Use Fees. See Section V.1. Use Fees and V.2. Administrative Services in the General Addendum.

### The Owner agrees to the following:

- 1) To place under the care and management of UCCR the real and personal property of the premises known as Tall Oaks Camp and Conference Center (hereafter referred to as the Facility) that is located at 12778 189<sup>th</sup> Street, Linwood, KS 66052, and further described in Exhibit A.
- 2) To appoint two representatives who will serve as Voting Representatives of the Owners Council.
- 3) To designate one, or both, of the above Representatives to represent the Owner in all common matters as outlined under Section II.2.c. Owners Appointed Voting Representatives of the Owners Council in the General Addendum.
- 4) Within thirty days of first signing this agreement, transfer to UCCR such operating cash as mutually agreed upon per Section II.1.a. Operating Capital in the General Addendum, in the amount of \$80,000.

### UCCR agrees to the following:

- 1) To assume the operational management of the Facility as listed in Section I.1. Duties & Responsibilities as Part of the Administrative Services in the General Addendum.
- 2) To continue to use the above designated name of the Facility during the term of this agreement in its dealings with users.
- 3) To establish and maintain books and financial records for the Facility and to provide an annual audit thereof by a CPA.

Unless terminated earlier in accordance with the provisions of Section VII: Term and Termination of the General Addendum, this agreement shall continue through and including December 31, 2022.

**General Addendum to the  
United Camps, Conferences & Retreats  
FACILITY MANAGEMENT AGREEMENT**

SECTION I: UCCR'S DUTIES, RESPONSIBILITIES AND SERVICES

1. Duties and Responsibilities as Part of Administrative Services The following tasks are within the normal course of business and are covered by the funds allocated for Administrative Services. From time to time the UCCR Board of Directors may add or modify the existing tasks. In the event of such action by the Board, the Appointed Voting Representatives of the Owners Council shall be notified in writing in a timely manner. UCCR's duties and responsibilities shall include, without limitation, the following:
  - a. Site Management. UCCR shall assume the management of the Facility as a camp, conference or retreat site for use by tax exempt groups holding religious, educational, recreational, and/or charitable programs at the site which are consistent with qualifications for the Property Tax Welfare Exemption and in accordance with the mission and vision of the Owner.
  - b. On-Site Personnel Management. UCCR is responsible for the supervision of personnel employed at the Facility, including hiring, compensating and employment termination. The UCCR President/CEO shall consult with the Facility Owner's Appointed Voting Representatives of the Owners Council when selecting or removing the Site Director of the Facility.
  - c. Real Property Management. UCCR is responsible for property management that is located at and further described in Exhibit A.
  - d. Collections and Payments. UCCR is responsible for receiving and collecting all revenue from use of the Facility and the payment of all operating expenses (defined as site-related expenses), including appropriate maintenance. However, UCCR shall not be responsible for capital improvements.
  - e. Budgets and Use Fees. UCCR is responsible for developing operating budgets. Budgets and Use Fees are set upon approval of the UCCR Board of Directors.
  - f. Establishing and Maintaining Books and Financial Records. UCCR is responsible for establishing books of account (including separate accountings for the Owner and for each of the Owner's facilities) and for providing an annual audit thereof by a Certified Public Accountant. A copy of the annual audit report shall be delivered to the Board of Directors and Owners Council within 150 days of the close of the fiscal year.
  - g. Providing Financial and Statistical Records and Reports. UCCR is responsible for providing such reports and records to the Owner annually. Quarterly or semi-

annual reports and records shall be provided if requested by the Appointed Voting Representatives of the Owners Council. However, the books and records shall be available for inspection by the Appointed Voting Representatives of the Owners Council at any reasonable time during regular business hours.

- h. Promoting Facility Use. UCCR shall promote the use of the Facility by appropriate tax-exempt groups outside the Owner's normal constituency.
  - i. Contracting and Scheduling of Facility Use. UCCR serves as the booking agent for the Owner; and thus, UCCR has the sole responsibility for the handling and processing of all agreements for the use of the Facility and for the scheduling of such use.
  - j. Communications and Liaison. UCCR maintains communications with the Owner's Council Officers and Representatives. In general, communications are to be handled through the Appointed Voting Representatives of the Owners Council.
  - k. UCCR in performing its duties will comply with all federal, state, and local laws and regulations.
2. Service for which a Fee May Be Charged. Some tasks are not within the normal course of business and are not covered by the funds allocated for Administrative Services; thus, at the discretion of UCCR, a fee may be charged. Tasks for which fees may be charged are, but not limited to, the following:
- a. Long Range Planning. UCCR may provide, upon request, consulting services to the Owner regarding development, long-range planning, finance, and related needs of the Facility.
  - b. Programming and Leadership Training. UCCR may provide consulting services for programming and leadership training to the Owner upon mutual agreement.
  - c. Project Management. UCCR may provide, to the Owner upon request, such project management services as set by mutual agreement.

## SECTION II: OWNER'S DUTIES AND RESPONSIBILITIES

1. Financial Duties and Responsibilities. Nothing in the Facility Management Agreement is to be construed as absolving the Owner of all financial obligation to the Facility. Therefore, the following items are still the duties and responsibilities of the Owner:

Operating Capital. Under separate agreement and for each Facility placed under the care and management of UCCR, the Owner shall transfer to UCCR an amount of money, mutually agreed upon by UCCR and the Owner, sufficient to cover the cash flow requirements for the continued annual operations of the Facility. The term of this separate agreement shall run concurrently with the Facility Management Agreement; and after the initial term of the Facility Management Agreement, the amount of said transfer may annually, by mutual agreement, be adjusted up or down as reflected by the

operating history of the Facility.

- a. Operating Deficits. In the event the Facility develops a financial deficit at the end of a fiscal year, the Appointed Representatives of the Owners Council shall be responsible to negotiate with UCCR for payment of said deficit. Deficit shall be retired within 12 months after the audit is presented to the board at the May board meeting.
- b. Capital Expenses & Improvements. Subject to the agreement worked out under Section III.2., "Plans for Maintenance and Capital Expenditures", the Owner shall develop plans and processes for funding the Owner's responsibility under that agreement.

2. Administrative Duties and Responsibilities. The Owner has certain duties and responsibilities to assist in the administration of the corporation. Such duties and responsibilities are as follows:

- a. Responsibility as Appointed Voting Representatives of the Owners Council of United Camps, Conferences and Retreats. Appointed Voting Representatives of the Owners Council have the responsibility of guiding and representing the interests of the corporation of United Camps, Conferences and Retreats.
- b. The Appointed Voting Representatives of the Owners Council Interpretation and Support. The Appointed Voting Representatives of the Owners Council agrees to inform its constituency of the nature of this agreement between UCCR and the Owner, and will use its best efforts to interpret and to actively support the role of UCCR within the Owner's constituency during the term of this Agreement.
- c. Owners Appointed Voting Representatives of the Owners Council. The Owner shall select up to two persons from its organization, no matter if they have more than one facility operated by UCCR, who will serve on the Owners Council. Said persons shall serve without compensation from UCCR. The Appointed Voting Representatives of the Owners Council will serve with Appointed Voting Representatives of the Owners Council from each of the other UCCR facilities managed and operated under the Facility Management Agreement. Upon the execution of this agreement and as changes are made during the term of this agreement, the Owner shall, in a timely manner, communicate in writing to UCCR the names of the persons who are to serve as Appointed Voting Representatives of the Owners Council. Likewise, UCCR shall notify the Appointed Voting Representatives of the Owners Council, in writing, of the name(s) of the person(s) who is (are) authorized to represent UCCR in matters relating to this agreement. The Appointed Voting Representatives of the Owners Council may accept as official and therefore act upon any verbal or written information or direction provided by said UCCR representative(s), and UCCR may accept as official and therefore act upon any verbal or written information or direction provided by the Appointed Voting Representatives of the Owners Council.

- d. Power of Attorney. The Owner shall grant to UCCR such Power(s) of Attorney as are necessary for UCCR to act on behalf of the Owner in carrying out duties and responsibilities enumerated in Section I 1 of this Agreement and emergency contingencies as enumerated in Section VI OWNER'S PROPERTY RIGHTS paragraph 3. Alterations.
  
- e. Conflict of Interest. Situations of actual or potential conflict of interest are to be avoided by all Appointed Voting Representatives of the Owners Council. UCCR is a non-profit corporation whose Owners Council, Board Members, Officers, and Committee Members are chosen to serve the purposes to which it is dedicated. These persons have a duty to conduct the affairs of UCCR in a manner consistent with such purposes and not to advance their personal interests. This conflict of interest policy is intended to permit UCCR and its Owners Council, Board Members, Officers, and Committee Members to identify, evaluate, and address any real, potential, or apparent conflicts of interest that might, in fact or in appearance, call into question their duty of loyalty to UCCR. This policy applies to transactions (Covered Transactions) between UCCR and a Covered Person or between UCCR and another party with which a Covered Person has a significant relationship, or between another party and the Covered Person if the transaction could reasonably be expected to impact UCCR. A Covered Transaction also includes any other transaction in which there may be an actual or perceived conflict of interest, including any transaction in which the interests of a Covered Person may be seen as competing or at odds with the interests of UCCR.

The Appointed Voting Representatives of the Owners Council shall:

- i. Power to Act. Have the power to act on behalf of the Owner on all matters relating to UCCR and the Facility as listed in this agreement, and have the authority to approve capital (or expedite requests through the Owners judicatory process), spending within the amounts approved by the Owner's general board of directors.
  
- ii. Sense of Ownership. Maintain the Owner's presence and sense of ownership of the Facility.
  
- iii. UCCR Presence at Meetings. Work closely with UCCR and invite a UCCR representative to the Owner's meetings whenever possible and especially when dealing with planning and budgeting.
  
- iv. UCCR Involvement in Changes to Facility. Work through or with UCCR in all capital projects, changes, or other actions that materially affect the use or operation of the facility.
  
- v. Liaison Responsibilities. Serve as the liaison between UCCR and the Owner's, staff, or others within the Owner's organization in the event of a

dispute, contradictory instructions, or misunderstanding of authority or powers; or other issues that may arise under the terms of this agreement.

- vi. Receiving UCCR Reports and Communications. Receive all reports and communications from UCCR relating to the management and welfare of the facility, and communicate such to its other organizational bodies and Owners.

### SECTION III: MUTUAL DUTIES AND RESPONSIBILITIES

1. Property Tax Welfare Exemption. Each party agrees to cooperate fully with the other and to take such action as may be necessary in qualifying the premises on which the facility is located for the Property Tax Welfare Exemption.
2. Plans for Maintenance and Capital Expenditures. Since the nature of much of the responsibility of the property is maintenance, this section shall be a high priority for both parties. UCCR and the Appointed Representatives of the Owners Council shall develop an annual financial plan to deal with "maintenance" and "capital expenses and improvements". Such a plan shall also define which party to this agreement is responsible for the funding of each of these expense categories.
3. Inventory of Personal Property. When the facility includes items of personal property, UCCR, in cooperation with the Owner, shall prepare an inventory thereof upon execution of this Agreement. Any inventory shall also similarly be prepared upon request of the Owner, but not more often than once a year, and, in any event, upon termination of this Agreement.

### SECTION IV: LIABILITY AND INSURANCE

1. Liability.
  - a. Owner's Use of a UCCR Facility. The parties agree that in any use of the Facility (or any other facility operated by UCCR) by the Owner, the Owner as a "licensee" shall agree to comply in full with the Use Agreement written between UCCR and the Owner.
  - b. Limits on UCCR's Liability. UCCR shall not be responsible for theft, other than by its employees, nor for the consequences of reasonable use of the facility and any personal property thereon; nor for damage by fire, act of God, the elements or any cause beyond the control of UCCR.
2. Insurance.
  - a. Liability Insurance. During the term of this Agreement, UCCR shall maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, that will insure UCCR and the Owner against liability for injury to persons and property, and for the death of any person or persons occurring on or about the Facility. Owner may suggest or request an insurer for such coverage.

However, Owner shall have no right to determine who ultimately issues such coverage. Instead, and unless otherwise agreed upon in a separate writing signed by both Parties, the UCCR Board of Directors alone shall have the power to approve the insurer that will issue said insurance policy or policies. In addition, the limits of liability under such insurance shall be as determined solely by UCCR's Board of Directors, but not fall below a one million-dollar (\$1,000,000) limit. Upon request UCCR shall provide the Owner with copies or certification of all such policies. The cost of this coverage shall be paid through the Facility operating budget.

- b Replacement Insurance. During the term of this Agreement, UCCR shall maintain in full force and effect a policy or policies of replacement cost "special form" coverage insurance which includes building ordinance coverage. Amounts shall not fall below ninety percent (90%) replacement value limit; and such insurance shall cover all buildings and contents located on the premises, and all vehicles and mobile homes owned by the Owner or by UCCR that are located on the Facility to the extent that such vehicles, mobile homes and contents are not otherwise insured. The cost of this coverage shall be paid through the Facility's operating budget.
- c Additional Insurance by Owner. The Owner may maintain additional insurance covering risks not included in "special form" such as flood, earthquake, business interruption, mechanical breakdown, etc., in addition to the limits of coverage of UCCR's policies referred to in subparagraph (b). In this event the Owner alone shall assume cost of premium(s) to purchase said additional coverage. Such additional coverage will not be paid for using the facility operating budget.
- d Mutual Intent of Insurance. The insurance referred to hereinabove in this Section is intended to provide for all rights and liabilities between the parties with regard to all claims for personal injuries and property damage of any nature or amount, and each party on behalf of itself and its insurer waives any and all rights against the other concerning said claim.
- e Directors & Officers Insurance. During the term of this Agreement, UCCR shall maintain in full force and effect with an insurer approved solely by UCCR's Board of Directors a policy or policies of Directors & Officers Insurance with a limit of liability of \$1,000,000. As above, Owner may suggest or request an insurer for such coverage. However, Owner shall have no right to determine who issues such coverage.
- f Workers Compensation Insurance. During the term of this Agreement, UCCR shall maintain in full force and effect with an insurer approved solely by UCCR's Board of Directors a policy of Workers Compensation Insurance as required by state law. As above, Owner may suggest or request an insurer for such coverage. However, Owner shall have no right to determine who issues such coverage.

SECTION V: FEES AND REVENUE DISTRIBUTION

1. Use Fees. The UCCR Board of Directors sets fees for the use of the facility and, during the time that a facility is administered by UCCR, the Owner agrees to subscribe to the use fees. There are several classes of UCCR use fees: those for UCCR Owners’ designated organizations, environmental education groups that fit the mid-week off season business modeling and those for “other users.” A higher use fee is established for “other users.” UCCR will charge and collect from each user, including the Owner, such use fees, and shall credit those fees directly to the operating budget of the facility involved.

Owner and UCCR Board or designee may designate special circumstances of Owner’s use of site that are outside the published use fees for said site. These include, but are not limited to, Owner’s volunteer organizations working onsite, occasional mission or charity-oriented groups sponsored by the Owner, and the Owner’s summer youth camps. Fees for these events will be negotiated with Appointed Representatives of the Owners Council and specific site director, with full awareness that the Owner is responsible for any site deficits and expenses that a reduced income from these events might incur.

2. Administrative Services. An Administrative Services budget shall be set each year by the UCCR Board of Directors. Each member facility operated by UCCR shall share in the administrative services cost based on the level of site revenue of the Owners’ sites. The Administrative Services Fee percentage approved by the Board of Directors will be applied to each individual member site.
3. Surplus Revenue. In the event the facility develops a financial surplus at the end of a fiscal year, the surplus shall be dispersed in the manner as set forth in the “annual financial plan” established under Section III.2. of this agreement.

SECTION VI: OWNER’S PROPERTY RIGHTS

1. Notification of Proposed Use. UCCR shall notify the Owner on a quarterly basis of all Use Agreements written and of all proposed uses for the Facility. Each quarterly report shall include the use during the quarter covered, and all future Use Agreements and proposed uses known to UCCR. UCCR will restrict use to the standards set forth in its articles of incorporation, by-laws, policies, and good management practices. In general, the rules for acceptance and participation in programs at UCCR sites are the same for everyone without regard to age, race, color, religion, gender, disabilities, sexual orientation or national origin. UCCR may further restrict use, when specifically instructed to do so by the Owner, based on, but not limited to, conditions set forth in deeds, records, terms or trusts, provisions of articles of incorporation and by-laws, and other similar limitations on use. Any questions about appropriate use shall be handled through the Appointed Voting Representatives of the Owners Council.



2. Use of Facility by the Owner.
  - a. Advance Reservations. Use Agreements shall not be written for the Owner or other users of the Facility prior to the rates being set for the time period being requested, although tentative reservations for more than one year in advance may be taken.
  - b. Owner's Priority. The Owner, but not the Owner's designated organizations, shall be given priority for a time period at the Facility corresponding with those dates used by the Owner during the prior season. To retain this priority the Owner shall, by October 1<sup>st</sup> of each year, confirm in writing its reservations for the next year. Any change in this time period held must be made by written notice given by the Owner to the Reservations Office of UCCR by October 1<sup>st</sup> of each year.
  
3. Alterations. UCCR shall have the power and authority to make emergency repairs required by danger to life or property, or which are necessary for the immediate preservation or continued operation of the facility, without first obtaining the consent of the Owner. UCCR will advise the Owner of such emergency repairs as soon thereafter as is practical. UCCR may, from time to time, make other alterations, unless specifically restricted to do so through advance written instructions, as long as said alterations are within the scope of the Master Plan for the Facility as presented to UCCR through the Appointed Voting Representatives of the Owners Council.
  
4. Owner's Maps and Documents. The Owner will provide UCCR with complete maps and other documents pertaining to the facility which show the location of all above ground or underground structures or installations, utilities (and their shutoff valves and switches), easements and rights of way, and any other materials which may be necessary or desirable in assisting UCCR in its performance of its obligations under this agreement. UCCR shall maintain these maps and shall make updates, corrections and changes as errors are discovered or changes are made.

## SECTION VII: TERM AND TERMINATION

1. Term.
  - a. Initial Term. The term of this agreement shall be a minimum of twenty-four months (24) months and commences \_\_\_\_\_, \_\_\_\_\_ and ends on December 31, 2022. The exception to the initial term will be if both parties, UCCR and Owner's Appointed Voting Representatives of the Owners Council, mutually agree to terminate earlier than the initial 24-month period.

- b. Automatic Renewal. This Agreement shall automatically be renewed from year to year on a calendar year basis (“extended term”) unless terminated as provided below.
- c. Annual Facility Management Agreement Review. The Facility Management Agreement shall be reviewed and renewed annually during the Annual Maintenance Needs Meeting.

2. Termination:

- a. By UCCR. UCCR may terminate this Agreement effective on the 31<sup>st</sup> day of December of any year upon written notice given to the Appointed Voting Representatives of the Owner Council for said facility at least twelve (12) months in advance of the effective date set forth in said notice.
- b. By the Owner. Because the termination of this Agreement by the Owner directly affects all the Owners of UCCR, this Agreement may only be terminated by the Owner’s Appointed Voting Representatives of the Owners Council during the extended term and only as follows: A quorum of the Owners Council and the Appointed Voting Representatives of the Owners Council of said facility will meet and discuss the reasons for the proposed termination and its implications. If the Owner then still intends to terminate this Agreement, it may do so at any time before the 31<sup>st</sup> day of December of the extended term with the mutual understanding that one entire calendar year (the “termination year”) year must pass (January-December, 12 months) to expire this Agreement. Additionally, Owner agrees to pay to UCCR on or before the 15<sup>th</sup> day of January after the 12-month period a termination fee equal to one-fourth of the UCCR administrative fee set forth for the Owner in the UCCR budget for the termination year.

During the Termination year, if the owner determines that termination needs to be delayed past December 31 of that year, the owner may request a three month extension of the Facility Management Agreement and the effective date (of termination), provided that the owner gives written notice at least six months prior to the most recently agreed to effective date. Any subsequent request for another three-month extension would similarly require written notice six months prior to the most recently agreed upon effective date.

- c. Material Breach or Material Change in Terms. If either UCCR or the Owner commits a material breach of its duties and responsibilities assumed under this Agreement, or if there is a material change made to this Agreement by UCCR that prohibits the continuation of this Agreement, this Agreement may be terminated by either party. In such case a written termination notice must be provided to the other party at least 60 days prior to termination. Such termination will be effective on the date stated in the notice, and neither party will be subject to a termination fee.

Material Breach or Change includes but is not limited to the following:

Failure by UCCR to execute its duties and responsibilities in a lawful manner.

Removal or material modification to one of the duties and responsibilities

enumerated in SECTION I a-j.

Impossibility of UCCR to perform its duties and responsibilities.

- d. Outstanding Deficits. Failure of owner groups to pay outstanding deficits and other fees owed, unless previously negotiated, will be charged a simple annual interest rate of 10%.
- e. Owner's Rights to UCCR Documents and Records Relating to Facility. UCCR shall deliver to the Owner all maps, plans, site maintenance documents, instructions for use, equipment warranties and like papers relating to the Facility. UCCR will also return all proprietary information, including but not limited to client lists, important contacts including vendors and clients, calendar of scheduled use, any other proprietary information needed to maintain daily operations.
- f. Return of Real and Personal Property and Other Assets. At the time of termination of this agreement, the following actions shall be taken with respect to the return and transfer of the Owner's property:
  - i. Real Property. All real property, including buildings and fixtures, shall be inventoried and any variances from the inventory at the beginning of this agreement shall be noted.
  - ii. Personal Property. All personal property, including vehicles and equipment whether on site or not, shall be inventoried and any variances from the inventory at the beginning of this agreement shall be noted. Title to vehicles, or any other property, shall be checked and transferred to the Owner. UCCR shall leave none of its personal property at the site unless previously agreed to in writing.
  - iii. Other Assets and Liabilities. All assets and liabilities as listed on the Owner's balance sheet shall be reconciled following the rules of generally accepted accounting practices. In the event of a surplus, the surplus shall be disbursed to the Owner. In the event of a deficit, the Owner is to reimburse UCCR. Any unused Operating Capital placed under the care and management of UCCR, per SECTION II 1.a., shall be returned to the Owner.
  - iv. UCCR Employee Retention If Owner chooses to terminate this Agreement with UCCR and the Site Director either stays at the site in any capacity (e.g., as an independent contractor, employee, partner or any other capacity) or is retained by Owner in any capacity within one (1) year of termination fo this Agreement, then Owner shall pay to UCCR one-third of the Site Director's most recent UCCR annual Salary, which amount shall be payable within 10 calendar days of when Owner retains the Site Director.

## SECTION VIII: INDEMNIFICATION & DISPUTE RESOLUTION

1. Indemnification & Hold Harmless Agreement. Each Party does hereby agree to indemnify and hold harmless the other Party, including the other Party's directors, officers, shareholders, employees, contractors, attorneys, agents, representatives, insurers, funding agencies, sponsors, and affiliates (the "Indemnified Parties") from and against, and at the Indemnified Parties' option defend against, any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated, which the Indemnified Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any act, whether of commission or omission, by the other Party in connection with its performance or breach of any part of this Agreement.
2. Dispute Resolution & Arbitration. The Parties agree that, with respect to all controversies, claims, disputes, or counterclaims arising out of or relating to this Agreement or any resulting transaction, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement or any commissions allegedly owed hereunder, and whether based on statute, tort, contract, common law, or otherwise ("Dispute"), shall be settled exclusively through binding arbitration with JAMS in Sonoma County, California, in accordance with the rules of JAMS then in effect.

Before commencing any such arbitration, the Parties agree to enter into informal but good faith negotiations to resolve the Dispute, including but not limited to discussions and negotiations facilitated by a qualified mediator. If the Parties are unable to resolve the Dispute by good faith negotiation and mediation, either Party may refer the matter to binding arbitration. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The party that prevails in any such action shall be entitled to recover all of its costs and attorneys' fees from the non-prevailing party.

The selection of any arbitrator or mediator shall be mutually agreed upon by both parties.

## SECTION IX: MISCELLANEOUS

1. Assignment. Neither Party shall assign, transfer or subcontract by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation of this Agreement by either Party without the express agreement and written consent of the other will be void.
2. Amendment. This Agreement, including all exhibits and addendum attached hereto, constitutes the entire understanding of the Parties with respect to the matters described herein and is a complete and exclusive statement as to the terms hereof and supersedes all previous agreements, if any. The Agreement may not be altered or modified except by a writing expressly referencing this Agreement and signed by the party against whom such alteration or modification is sought.
3. Implied Waivers. No failure on the part of either Party hereto to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

4. Severability. If any portion of this Agreement is prohibited by the laws of any country, state, territory, or other political subdivision in which this Agreement is used or to which it is made applicable, or by any code or regulation adopted by any detrimental proclamation or order issued in accordance with any such laws, the prohibited portion shall as to said country, state, territory or political subdivision be ineffective and void to the extent of such prohibition without invalidating any of the remaining provisions of this Agreement.
5. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.
6. Applicable Law & Construction. This Agreement is made under, and shall be construed and enforced in accordance with, the substantive laws (without giving effect to principles of conflicts of law) of the State of California, applicable to agreements made and to be performed solely therein. In view of the fact that this Agreement has been fully negotiated by the Parties, the legal principle that ambiguities in a document are construed against the draftsman of that document shall not apply to this Agreement.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other party.
8. Notices. All notices under this Agreement shall be in writing and shall be deemed to be given (i) on the day of the facsimile confirmation report relating thereto if sent by facsimile, (ii) on the next business day following the day on which the notice is sent if sent by a nationally recognized overnight mail carrier, or (iii) three business days after the day the notice is sent if sent by first class certified mail, postage prepaid, return receipt requested, to the following:

If to Owner:                      Bill Rose-Heim, Regional Minister and President  
    9401 Johnson Drive  
    Merriam, KS 66203  
    (913) 432-1414 / [billrh@kcdisciples.org](mailto:billrh@kcdisciples.org)

If to UCCR:                         Mike Carr, President and CEO  
    1304 Southpoint Blvd., Ste 200-A  
    Petaluma, CA 94954  
    (707) 762-3185 / [mikecarr@uccr.org](mailto:mikecarr@uccr.org)

9. Representations and Warranties of the Parties. Each Party, to the best of its knowledge, represents and warrants to the other Party, on behalf of itself: (a) that there are no restrictions, agreements or understandings whatsoever to which it is a party which would prevent or make unlawful its execution or performance of this Agreement, (b) that neither its execution nor performance of this Agreement shall constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound, (c) that it is free and able to execute this Agreement, (d) that its performance of this Agreement will not cause it to disclose or use any confidential or proprietary information belonging to any other person or entity, and (e) that it does not have and shall not bring to this relationship or use in connection with this Agreement any confidential or proprietary information belonging to any other person or entity.

IN WITNESS WHEREOF, the undersigned, who are authorized to sign this agreement and to commit the organization that he/she represents to the right and obligations outlined in the agreement, have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Facility Owner /Appointed Voting Representative  
of the Owners Council

United Camps, Conferences & Retreats

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(office or position)

\_\_\_\_\_  
(office or position)

EXHIBIT A: LOCATION AND DESCRIPTION OF REAL PROPERTY/PREMISES OF FACILITY  
KNOWN AS: \_\_\_\_\_

Items included in Exhibit A: