UCC EVERYWHERE CONFERENCE BUNDLE AGREEMENT

This Conference Bundle Agreement (“Agreement”) is between Indiana Kentucky Conference (“the Conference”), an Indiana non-for-profit corporation located at 1100 W 42nd Street #155  
Indianapolis, Indiana 46208-3387, and United Church of Christ Board (“UCCB”), an Ohio not-for-profit corporation located at 700 Prospect Ave. E., Cleveland, Ohio 44115.

UCCB offers UCC Everywhere (“the Program”), a custom website design and hosting program, to Local Churches of the United Church of Christ (“Local Churches”) for a fee.

The Conference desires to assist its Local Churches by providing financial or other support to Local Churches that participate in the Program.

The Conference and UCCB (“the Parties”) find that their mutual interests will be served by entering into the Agreement.

The Parties agree to the following:

1. The Agreement is effective as of the date the Parties sign it (“Effective Date”).
2. The Conference agrees to use good-faith efforts to secure the subscription to the Program by five Local Churches within six months of the Effective Date of the Agreement.
   1. Subscription means that a Local Church has signed up for an initial three-year term of the Program.
   2. Local Churches that subscribe to the Program under the Agreement are Participating Local Churches.
   3. Participating Local Churches must set up their own Program accounts and separately agree to the Program Terms and Conditions.
   4. Participating Local Churches will be entitled to three full years of service in the Program, regardless of when the Local Church signs up during the six-month period.
   5. Local Churches that are currently subscribed to the Program are not eligible to be Participating Local Churches under the Agreement.
3. The UCCB agrees to create a UCC Everywhere site for the Indiana Kentucky Conference. The Indiana Kentucky Conference must set up its own account and agree to the Program Terms and Conditions.
4. In consideration for those efforts, and other good and valuable consideration, UCCB will provide a 20% discount off of the annual Program fee of $750.00 for each of the Participating Local Churches and the Conference.
5. The Conference is responsible for payment of the annual Program fee for the initial three-year terms for all Participating Local Churches and the Conference. The amount due under the Agreement is $9,000.00 for Local Churches and $1,800.00 for the Conference for a total amount due of $10,800.00. Due to the substantial nature of the discount, payment of 50% of amount due for the initial three-year term for all Participating Local Churches and the Conference, $5,400.00, is due at the time the Agreement is signed.
6. The remaining 50% of the amount due, $5,400.00, is due six months after the Effective Date of the Agreement. If the Conference, despite good-faith efforts, is unable to secure the subscription of five Local Churches to the Program, the remaining amount due will be adjusted to reflect the actual number of Participating Local Churches. If the remaining amount due after such adjustment is negative, UCCB will refund the difference. The 20% discount will still be applied for Local Churches and the Conference.
7. The Agreement shall be governed by and construed in accordance with Ohio law. Venue shall be proper in any court of competent jurisdiction in Cleveland, Ohio.
8. The Parties will first attempt to resolve disputes arising under the Agreement by informal discussion. If the Parties are unable to resolve their dispute through informal discussion, the dispute may be brought to a court of competent jurisdiction in Cleveland, Ohio, with each Party bearing their own costs and fees.
9. The Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof. No modification, amendment, supplement to, or waiver of the Agreement is binding upon the Parties unless made in writing and signed by the authorized representatives of both Parties.

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| United Church of Christ Board | Conference |
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| Name | Name |
| [Title] | [Title] |
|  | Effective Date: |