

Frontier Girls Clubs Troop Membership Agreement

This Agreement is entered into between Frontier Girls Clubs, "Frontier Girls", a California sole proprietorship with offices at 17040 Austin Lane, Cottonwood, CA 96022, and "You", the purchaser, of a Frontier Girls Troop Membership. The term "club" and "troop" may be used interchangeably. The parties hereby mutually agree as follows:

1. Frontier Girls develops youth program materials (Frontier Girls program materials) and licenses such materials to local nonprofit organizations, businesses or individuals for use in their youth programs. By purchasing a Frontier Girls Troop Membership You agree to use the Frontier Girls Clubs program materials consistent with the principles expressed in this agreement. If You, the purchaser, are entering into this agreement on behalf of a business or non-profit organization, You also agree that you have the legal right and authorization to enter into this agreement on behalf of said business or organization.
2. All participants in your Frontier Girls Club, including the girls, individual leaders, and volunteers, shall subscribe and adhere to the Frontier Girls Clubs promise, creed, and mission.
3. This agreement is good for one year from the date of purchase. Frontier Girls Clubs will consider membership renewal only after payment of the current membership renewal fees, any outstanding fees, charges or invoices and receipt of any information requested.
4. You, the purchaser, and Frontier Girls Clubs agree that any youth program or individual that uses the Frontier Girls name and uses Frontier Girls Clubs materials is not a division, branch, or department of Frontier Girls Clubs. You and Frontier Girls Clubs further agree that their relative status is that of an independent purchaser and licensee (You, the purchaser) and provider and licensor (Frontier Girls Clubs) of the Frontier Girls program materials.
5. You, the purchaser, are solely responsible for the safety of all children and adults who are involved or participate in any way in Your Frontier Girls Club. Volunteers, employees and other personnel involved in Your Frontier Girls Club are not in any way volunteers, employees or personnel of Frontier Girls, but are solely volunteers, employees and personnel of You, the purchaser.. Your Frontier Girls Clubs Troop is not a division, section, or department of Frontier Girls Clubs. You are responsible for the safety of participants under relevant law, and all screening, hiring, training, supervising, and other personnel matters concerning any volunteer or employed leaders and staff involved in Your Frontier Girls Clubs Troop.
6. You accept the responsibility to implement the Frontier Girls Clubs program according to the policies and guidelines established by Frontier Girls Clubs as part of Your overall program for youth. Frontier Girls Clubs makes available certain materials (resources, training, programs, policies, etc.) and has a national support staff to assist the local leadership in their task. You, the purchaser, understand and agree that Frontier Girls Clubs training materials, no matter what leadership or volunteer level, is NOT all-inclusive and does NOT include comprehensive training in personnel practices and procedures or child development.
7. Frontier Girls Clubs Troop Membership authorizes you to operate one local Frontier Girls Clubs Troop per agreement.
8. You, the purchaser, shall indemnify, defend and hold harmless Frontier Girls Clubs, its owners, employees, agents, officers, directors, successors and assigns, from and against any and all claims, damages, losses, liabilities, or injuries arising out of use of Frontier Girls Clubs materials or programming, or any breach of this Agreement. This includes claims by You, Your members, employees, agents, officers, or directors, and any of the leaders, participants, and volunteers of the Your Frontier Girls Club Troop. This provision will survive the termination of this agreement.
9. You agree that in using the Frontier Girls Clubs program materials and carrying out its Frontier Girls Clubs program you shall comply with all applicable local, state and federal laws, and shall maintain a policy or policies of insurance adequate to cover physical and other injuries to children and adults participating in, conducting, or leading your Frontier Girls Club Troop and other programs using Frontier Girls Clubs program materials.
10. You agree that all copyrights, trademarks, trade names, service marks and similar intellectual property rights in and to the Frontier Girls Clubs program materials provided by Frontier Girls Clubs under this agreement, including the "Frontier Girls" name, are the property of Frontier Girls Clubs and are owned solely and exclusively by Frontier Girls Clubs. You agree that you will not reproduce or use the Frontier Girls Clubs program materials in the production or sale of proprietary materials. You agree that

you will not modify the Frontier Girls program materials in any way.

11. You may use the Frontier Girls name only while this Agreement is in effect. You shall not assign or transfer any rights under this Agreement to another entity, group or person without Frontier Girls Clubs prior written consent.

12. The parties to this Troop Membership Agreement agree that any claim or dispute arising from or related to this agreement shall be settled by mediation, and if necessary, legally binding arbitration. Judgment upon arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy of any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

13. This Agreement terminates on failure of You, the purchaser, to renew it by submitting Your annual registration fee, or on Frontier Girls Clubs refusal to accept the fee. Either party may terminate this Agreement at any time prior to the end of the current term in its sole discretion and without cause by giving written notice to the other party. You agree not to use the Frontier Girls name, logo, or materials following termination of this Agreement.

14. In the event that any provision of the Troop Membership Agreement is determined to be unenforceable or invalid, such determination shall not render unenforceable or invalid any of the other provisions of this Troop Membership Agreement (whether or not contained in the same section hereof), which shall survive such determination as independent provisions hereof, and this Troop Membership Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. The Frontier Girls logo is a registered trademark belonging to Frontier Girls Clubs and may not be used on clothing, printed material, promotional materials, websites, etc. without the express written consent of Frontier Girls Clubs. The words "Frontier Girls" and the logo may be used by Your Troop on printed materials, promotional materials, educational materials, and websites for the purpose of promoting Your Troop. You may not sell any item with the Frontier Girls logo that has not been purchased through Frontier Girls Clubs. The promoting of Your Frontier Girls Troop should always be in alignment with the Frontier Girls Motto, Promise, and Creed. Frontier Girls reserves the right to revoke and terminate any trademark agreement at its discretion. Upon such revocation, the user must immediately cease any and all usage of the Frontier Girls trademark.

16. The Frontier Girls trademark or name may not be used in any manner that may possibly disparage, bring into disrepute, or derogate the Frontier Girls Clubs business or its members. Members will not promote goods or services that, at the discretion of Frontier Girls Clubs, may possibly diminish the goodwill of the Frontier Girls name or be viewed any way to be obscene, pornographic, sexual or violent or to encourage any activities deemed unlawful.

17. Frontier Girls Clubs are pro-life and promote abstinence outside of marriage. Members may not use the Frontier Girls name to promote or align themselves with any group, individual, organization, or business that has not been approved in writing by Frontier Girls Clubs.

Signature Authority

The undersigned is authorized to sign as legal representative on behalf of _____ (purchasing organization or individual) on completing this Troop Membership Agreement. The undersigned also further certifies that all statements regarding _____ (purchasing organization or individual) are true and complete.

Signed By: _____ Printed Name _____ Date: _____
(Authorized executive, officer, or agent)

Organization Name: _____ Phone: _____

Organization Address: _____ City _____ State _____ Zip _____

Troop Approval

This Troop Membership Agreement is agreed to and approved by:

_____, Frontier Girls Clubs Date: _____

PLEASE MAKE TWO (2) COPIES: Mail the original to the Frontier Girls Office. File one copy with Your Organization, and file one copy with Your Troop records. Frontier Girls will return a signed copy when your troop has been approved.

Frontier Girls 17040 Austin Lane, Cottonwood, CA 96022 530-347-1700