

**SOULFORCE™, INC.
LOCAL GROUP LICENSE AGREEMENT**

This Local Group License Agreement (hereinafter referred to as the Agreement) is made on _____, 20____, by and between SOULFORCE™, INC. (hereinafter referred to as the Licensor), and _____ (hereinafter referred to as the Licensee). The covenants and conditions stated in the Agreement shall bind both the Licensor and the Licensee.

I. LICENSE CONTRIBUTION. The Licensee agrees to pay an Initial License Contribution of \$_____ to be paid to Licensor with the submission of the Local Group Affiliation Application and the signed Agreement. The Licensee further agrees to pay an annual License Contribution of \$_____ for each year of local affiliation after the first year, to be paid upon notice from Licensor.

II. LICENSOR’S RESPONSIBILITES. The Licensor shall:

- A. Grant permission to the Licensee to use the Soulforce™ name and logo.
- B. Provide training materials and resources to Licensee.
- C. Grant permission to the Licensee to reprint Soulforce™ materials or excerpts thereof.
- D. Provide written information to Licensee on how to start a non-profit organization.
- E. Provide information to Licensee about activities of other local groups and Soulforce™ in general.
- F. Provide facilitators and speakers as available to Licensee to conduct workshops, seminars or speeches. Additional costs such as travel will be negotiated in advance.
- G. Provide to Licensee, through the Regional Coordinator, assistance in achieving goals of local groups.
- H. Grant local groups subscription to Soulforce™ Local Group Leaders email.

III. LICENSEE’S RESPONSIBILITES. The Licensee shall:

- A. Adhere to all Soulforce™ purposes, principles, goals, vows, promises, tactics, and directives as stated and signed to in the Local Group Affiliation Application Form.
- B. Be accountable to Soulforce™ as agreed to in the Local Group Affiliation Application Form.
- C. Never use for any purpose or in any way the non-profit status of Soulforce, Inc.™
- D. Obtain, if necessary, a separate non-profit organization status and/or 501(c)(3) status.
- E. Agree that Licensor will not provide any financial, accounting, legal and/or fundraising advice or assistance.
- F. Obtain, if necessary, financial, accounting, legal and/or fundraising advice or assistance at its own expense.
- G. Agree that Licensor will not provide any mediation services on local issues or problems.
- H. Initiate and implement a method for mediating issues and conflicts.
- I. Hold Licensor harmless for any responsibility or liability for any actions taken by Licensee.
- J. Use only the approved name on application for all publications, including web domain name.

IV. LICENSOR TO RESCIND. Licensor has the right, in their sole discretion, to rescind this license should Licensee fail to meet any and/or all of the licensee responsibilities as outlined in this agreement. Rescission of the License will immediately preclude Licensee from using the Soulforce name and/or any Soulforce materials. In addition, any rights conferred explicitly or implicitly to Licensee in this license agreement shall be immediately rescinded and Licensor have no further responsibilities to Licensee. Licensee shall be notified verbally of the rescission, with confirmation to follow via certified mail to Licensee's official mailing address. Rescission shall be effective immediately on the date of verbal notification.

V. BINDING EFFECT. The Agreement is binding on the Licensor and Licensee and on their respective heirs, successors, executors, and administrators.

THE SAID LICENSOR AND LICENSEE HAVE EXECUTED THE AGREEMENT IN DUPLICATE ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

Soulforce™, Inc., Licensor

Witness

Licensee

Witness