

Accelerated Christian Education
DBA
School of Tomorrow
Ministry Service Agreement
(Outside the United States)

I. ELIGIBILITY FOR SERVICE AGREEMENT

The Purchaser, a religious nonprofit organization with a campus-based core enrollment identified below, enters into this Agreement to engage Accelerated Christian Education, Inc. services and to purchase Accelerated Christian Education, Inc. products with respect to an educational program established by Purchaser at the following address:

Organization Name _____

Campus Location _____ E-mail _____

City, State, Country, Postal Code _____

II. DESCRIPTION OF SERVICES

- CONSULTING SERVICES:** An ACE Ministry Representative will be available to provide guidance by telephone, e-mail, or fax to Purchaser in starting and operating a school. Representative will provide consultation by telephone from time to time.
- TRAINING:** Purchaser will provide and ACE will train up to two administrators with ACE Administrators' Training prior to the opening of Purchaser's school. Replacement administrators must be trained prior to assuming the position. Teaching staff shall be trained by ACE prior to working in the school. All costs for travel, lodging, and meals shall be the responsibility of Purchaser for both administrators and personnel. A training fee may be charged and may vary according to the training location.
- DOCTRINAL STATEMENT:** Purchaser recognizes that ACE is a religious educational entity operating upon Bible-based standards. ACE reserves the right to refuse sale in accordance with the provisions of its Statement of Faith.
- CONVENTIONS:** ACE shall provide Fall Educators' Conventions in the U.S.A. and other selected locations worldwide for the in-service training of Purchaser's staff. Registration fees may be charged.
- STUDENT CONVENTIONS:** Students may compete in ACE's Regional Student Conventions and ACE's International Student Convention according to the rules governing the conventions. A registration fee shall be charged for each school represented and for each participant.
- MATERIALS:** All products listed in the *ACE Product Catalog* may be purchased at the current ACE Service Agreement discount, as adjusted from time to time.
- MANUALS:** ACE will provide Purchaser with one copy of the *ACE Administration Manual*, *ACE Procedures Manual*, and single copies of various promotional items at no cost.
- COMPUTER SOFTWARE:** The latest versions of Management software and *ReadmasterPlus*® software are available at Purchaser's expense.

III. TERMS OF AGREEMENT

- SET UP FEE:** A one-time set-up fee of \$ _____ (U.S. dollars) is due when this Agreement is signed and submitted by Purchaser to ACE. The fee is for the various manuals, promotional materials, and the various consulting services to be provided by ACE hereunder and is nonrefundable.
- SALES TERMS:** All orders for curriculum materials and related items are for Purchaser's exclusive use and must be accompanied with payment by cash, check, money order, or MASTERCARD, VISA, AMERICAN EXPRESS, or DISCOVER account number. Prices quoted by ACE are subject to change at any time without notice.
- IDENTITY:** Purchaser may NOT use trademarks or insignias of A.C.E., School of Tomorrow, or ACE School of Tomorrow. Purchaser may NOT advertise that the institution is an A.C.E. school, a School of Tomorrow, or an ACE School of Tomorrow. Purchaser may advertise that it utilizes the ACE program.
- TRAINING:** Prior to school opening, the administrators (senior administrator and principal) must complete ACE's Administrators' Training. Administrators previously trained need not be retrained unless their training was more than five years earlier, then retraining is required. Other school personnel shall complete the appropriate level of ACE training (Item II. 2.) prior to assuming Learning Center responsibilities. Administrators shall attend the ACE Educators' Conventions scheduled for Purchaser's area with their school staff. Failure to do so will result in immediate revocation of any discount granted as a result of this Agreement.
- PROCEDURES:** ACE curriculum guidelines and procedures shall be followed as detailed in the *ACE Procedures Manual*. Purchaser shall incorporate ACE software, academic videos, miscellaneous materials, as well as equipment/furniture design and arrangement.
- TAX AND SHIPPING AND HANDLING:** Purchaser shall be responsible for tax and shipping and handling.
- RETURNED CHECKS:** A \$35 (U.S. dollars) service fee shall be charged for all returned checks.
- RETURNS:** All returned items must be in saleable condition and accompanied by a receipt within 6 months of the date of purchase. A restocking fee shall be charged.
- COPIES:** ACE claims and retains its proprietary and copyright interest in the materials provided hereunder. Duplication of or unauthorized use of any ACE materials, tapes, videos, films, or disks automatically terminates this Service Agreement and may invoke legal action by ACE.
- ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties respecting the subject matter. The parties may not alter, amend or modify it except by an instrument in writing executed by both. It includes all representations of every kind and nature made by either party to the other and shall be binding on the successors and assigns of the parties. It is expressly understood and agreed that this Agreement does not in any way constitute a partnership, agency, or franchise relationship between ACE and Purchaser.
- INDEMNIFICATION:** Purchaser agrees to indemnify and hold harmless ACE and its officers, from and against all liabilities, damages, losses, costs, and expenses including reasonable attorney's fees for injury or death of any officer, agent, or employee of Purchaser, arising out of or in connection with products and services to be provided under this agreement. Purchaser agrees to indemnify and hold harmless seller and its officers, from and against all liabilities (whether in contract or in tort), damages, losses, costs, and expenses including reasonable attorney's fees incurred by ACE arising out of any actions by Purchaser with third parties.
- NO PARTNERSHIP OR JOINT VENTURE:** ACE and Purchaser are not partners or joint venturers with each other, and nothing contained in this Agreement shall be construed so as to make them partners or joint venturers or impose any such liability on either of them.

IV. DURATION OF AGREEMENT

- TERMINATION:** This Agreement may be terminated by either party with a thirty-day written notice of cancellation.
- TRANSFER:** This Agreement may not be transferred, given, or sold by Purchaser to any person or organization.
- PRIOR AGREEMENTS:** This Agreement shall supersede any and all other such Agreements entered into by Purchaser and ACE.

ACCELERATED CHRISTIAN EDUCATION

Corporate ACE Officer

Date _____

SCHOOL OFFICER

By **SAMPLE COPY**

Title _____

Account # _____

