

Trail Life USA (TLUSA; Youth Adventure Program, Inc.) Charter Organization Ministry Agreement with a Church/Organization (CO)

1.0 TLUSA Foundational Principles

1.1 Purpose of Trail Life USA

Trail Life USA is a Christian outdoor adventure, character, and leadership program for boys, young men, and their mentors.

Operating from Troops that are chartered through churches and other similar Christian organizations, the core K-12 program centers on outdoor experiences that build a young man's skills and allow him to grow on a personal level and as a role model and leader for his peers.

Living the Trail Life is a journey established on timeless values derived from the Bible.

TLUSA Oath:

On my honor,

I will do my best

To serve God and my country;

To respect authority;

To be a good steward of creation;

And to treat others as I want to be treated.

TLUSA Mission Statement:

Our mission is to guide generations of courageous young men to honor God, lead with integrity, serve others, and experience outdoor adventure.

1.2 Trail Life USA Statements of Faith and Values

Trail Life USA is a Christ-centered outdoor adventure, leadership, and character development ministry. Within the operations of the local Troop, the primary statement/profession of Christian beliefs, faith, and/or doctrine is that belonging to the Charter Organization. As with any of its ministries, the Charter Organization should take steps to ensure the Troop appropriately reflects these beliefs. Furthermore, all Trail Life USA Charter Organizations and Registered Adult Members must concurrently adhere to the Christian principles stated in Trail Life USA's Statements of Faith and Values:

Statement of Faith

We believe that there is one Triune God – Father; Jesus Christ, His one and only Son; and the Holy Spirit – Creator of the universe and eternally existent. We believe the Holy Scriptures (Old and New Testaments) to be the inspired and authoritative Word of God. We believe each person is created in His image for the purpose of

communing with and worshipping God. We believe in the ministry of the Holy Spirit, Who enables us to live godly lives. We believe that each individual is called to love the Lord our God with all our heart, mind, soul, and strength; and to love our neighbors as ourselves. We believe God calls us to lives of purity, service, stewardship, and integrity.

Statement of Values

Purity – God calls us to lives of holiness, being pure of heart, mind, word and deed. We are to reserve sexual activity for the sanctity of marriage; a lifelong commitment before God between a man and a woman.

Service – God calls us to become responsible members of our community and the world through selfless acts that contribute to the welfare of others.

Stewardship – God calls to use our God-given time, talents, and money wisely.

Integrity – God calls us to live moral lives that demonstrate an inward motivation to do what is right regardless of the cost.

1.3 TLUSA's Inclusion Policy is defined by our Membership Standards, found here.

2.0 Implementation of Charter Organization Ministry Agreement ("Charter") between Trail Life USA and this Local CO

2.1 Authority to operate one Trail Life Troop

This Charter Organization Ministry Agreement, once approved, authorizes this CO to own and operate one local Trail Life Troop. This CO agrees to activate within 90 days of receiving Charter Approval from TLUSA.

2.2 Ownership of the Trail Life USA Program and Materials

Once approved, this local CO owns the Trail Life Troop and implements the Trail Life USA program according to the policies and guidelines established by Trail Life USA. The TLUSA name, handbooks and guides, and logo are owned solely by Trail Life USA and may be used only while this Charter Organization Ministry Agreement is in effect. This CO is an independent recipient of materials and services provided by TLUSA as long as the Charter is active. TLUSA is an independent provider of materials and services to this CO. **This Church's/Organization's** local Trail Life program is not a division, section, or department of Trail Life USA. Personnel involved in the Trail Life program of this CO are volunteers, employees, or staff of this CO, not of TLUSA. This CO agrees to cease using the Trail Life (USA) name, handbooks, guides, awards, and logo upon Charter Agreement expiration or termination, whether voluntary or involuntary.

2.3 Charter Validity and Fee

New TLUSA Charter Organization Ministry Agreements approved throughout the year will be valid for the time designated by the Charter approval date, below. The Initial Charter Fee is \$325.

2.4 Charter Renewal Fee

The Charter Organization Ministry Agreement continues to be renewable annually on or before the annual expiration date at the option of TLUSA and this CO. TLUSA will consider the



charter renewed only after payment of the current charter renewal fees, any outstanding fees, charges or invoices, and receipt of any information requested.

The Annual Charter Renewal Fee is \$195.

2.5 TLUSA Membership and Fees

As part of the chartering process, this CO agrees to require the registration of all Trail Life participants. Registrations of new members may occur throughout the year.

Each Charter Organization is responsible for ensuring payment of the Troop's annual Program Support Fee of \$20 per boy starting in the second year.

2.6 Logo and Branding Use

TLUSA allows Charter Organizations usage of its logo and branding in accordance with **TLUSA's** Brand Permission Policy and in compliance with our Brand Standards Guide.

2.7 Relationship between TLUSA and this local CO

The Charter Organization agrees to:

- Conduct the TLUSA Program
 according to its own policies and
 guidelines as well as those of TLUSA,
 but never in conflict with TLUSA's
 policies and guidelines.
- Incorporate the Trail Life Troop as part of its overall ministry for youth and families.
- Appoint a Charter Organization Representative (COR) who is trusted and authorized to act on behalf of the Charter Organization and will oversee all Troop operations. The COR selects all Troop volunteers and, if deemed necessary, removes a volunteer from Troop participation.
- The COR serves as the voting member representing the Charter Organization to TLUSA relative to applicable TLUSA Board business.
- The COR shall complete COR Training, as it is offered by TLUSA. Typically, this is online and free-ofcharge.
- Provide safe and adequate meeting facilities for this Trail Life Troop in which to meet on a regular schedule with time and place reserved.
- Consider financial assistance for Troop (e.g. Charter fee, scholarship opportunities, TLUSA Leadership Conference attendance, etc.).
- Mediate conflict with Troop volunteers as necessary.

Trail Life USA agrees to:

- Respect the aims and objectives of the Charter Organization.
- Provide program resources to the COR and the Troop to assist them with respect to training, service, and volunteer selection.
- Provide prayer, encouragement, and support for the Troop.
- Conduct a criminal background check on all Adults selected by the Charter Organization to serve its Troop prior to approving the adult's application for TLUSA Membership.
- Ensure completion of Child Safety and Youth Protection Training by all Registered Adults.
- Provide general liability, accident/sickness, and restricted automobile insurance to cover all official Troop activities.
- Provide expertise in program development, branding and marketing, and merchandise to assist the Charter Organization and its volunteers.
- Offer volunteer regional and national events.



3.0 Liability and Indemnification

3.1 Liability

TLUSA provides commercial general liability insurance to cover the Charter Organization, its Board, Officers, Representatives, Employees, and members currently registered with TLUSA with respect to claims arising out of the activities of the Trail Life Troop authorized through this Charter.

3.2 Indemnification

Except with respect to claims arising out of activities of the Trail Life Troop authorized through this Charter, this CO shall indemnify, defend and hold harmless TLUSA, its members, trustees, officers, agents and employees with respect to any expenses, claims, demands, losses, damages, costs (including attorneys' fees), fines, penalties, judgments, liens, causes of action and liability arising from, or in any way relating to this Charter Organization Ministry Agreement or this CO's use of the TLUSA Program.

3.3 Severability

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

4.0 Termination

4.1 Charter Organization

If this CO fails to meet its responsibilities and obligations under this Charter Organization Ministry Agreement and the policies, guidelines and the Bylaws of TLUSA, TLUSA reserves the right to terminate this Charter Organization Ministry Agreement. In the event of termination, a written notice shall be sent to the local TLUSA Charter Organization Representative of this Charter CO, to the most current address provided to TLUSA by this CO, by regular mail, certified mail, facsimile or other electronic communication.

4.2 Individual Membership

TLUSA reserves the right to revoke individual membership.

5.0 Dispute Mediation

The parties to this Charter Organization Ministry Agreement are Christian Organizations and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church. Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation, and if necessary, legally binding arbitration. The agreement on biblically-based mediation means that each party shall be willing to assist with and, if necessary, participate in a Matthew 18 Conflict Resolution Process. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for 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.



6.0 Waiver

The failure of either party to enforce any of the provisions of this Charter Organization Ministry Agreement, or any rights with respect to this Agreement, or failure to exercise the election provided under this Agreement, shall in no way be considered a waiver of such provisions, rights or elections, or in any way to affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Charter Organization Ministry Agreement.

7.0 Assignment

This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party.

8.0 Signature authority

Acceptance of this agreement is considered valid through the online chartering process and digital signatures or acceptance where required.

The undersigned are authorized to sign on behalf of this local CO by completing this Charter Organization Ministry Agreement. The undersigned also authorizes that the TLUSA Statements of Faith and Values have been reviewed by the governing body of this local CO. The undersigned further certifies that all other statements regarding this Charter Organization Ministry Agreement are true and complete.

Church/Organization Official:	
	Date
Trail Life USA Approval of Cha This Charter Organization Min	orter istry Agreement is agreed to and approved by:
	Charter approval date:

