

ECCLESIASTICAL AGREEMENT

This Ecclesiastical Agreement is entered into on _____, 20_____ by and between the Beth-El Fellowship of Visionary Churches (“BFVC”), an Ohio nonprofit corporation, and _____ (the “individual” “church”).

1. Recitals.

1.1 The Pastoral Members affiliated with BFVC are those whose churches are not members of BFVC, but who have received the approval of their churches.

1.2 BFVC serves as an association of churches or as the organization in which individual Churches and Pastoral Members are “ecclesiastical members,” as that term is defined in the BFVC Bylaws;

1.3 Pastoral Members are motivated by a mutual desire for an entity that provides (1) ecclesiastical leadership, guidance, direction, and instruction to individual pastors, (2) opportunities for individual pastors to nurture relationships with one another and encourage and hold one another accountable for growth and maturity in the Christian faith and leadership in their churches, (3) practical Christian leadership development, including training and preparation of individuals for ministry, team building, and (4) resources and a retreat center for the renewal and refreshment of ministers and their spouses.

1.4 BFVC and the Pastoral Members agree that the theological, ecclesiastical basis for their affiliation is their faith in the Lord Jesus Christ, the principles of the Holy Scriptures, and their agreement with the Doctrinal Statement attached hereto as the Addendum.

1.5 The purpose of this Agreement is to formalize and document the terms and conditions that comprise the mutual understanding and commitment of the individual Churches with one another through BFVC, and the relationship between BFVC and the Pastoral Members.

1.6 BFVC and its Pastoral Members acknowledge their mutual belief, desire, and intent that any activities governed by this Agreement are considered ecclesiastical matters.

In consideration of the foregoing, and mutual reliance on the covenants, conditions, representations, privileges and obligations set forth herein, BFVC and its Pastoral Members agree as follows:

2. Church Government.

Through BFVC, the Pastoral Members intend to establish the following church polity:

2.1 Affiliation with Central Organization. The Pastoral Members shall primarily affiliate with one another through a central organization—BFVC.

ECCLESIASTICAL AGREEMENT

2.2 Authority. BFVC shall serve as a central organization with no authority over the Pastoral Members on ecclesiastical and non-ecclesiastical matters except the authority granted to the central organization in this Agreement and any subsequent revision or renewal thereof.

2.3 Amendments to Church Polity. The terms of this Agreement with regard to church policy within BFVC may be revised, clarified, or expanded at any time upon a decision by the Board of Directors.

3. Organizational Structure.

3.1 Organizational Distinctiveness and Integrity. By executing this Agreement, the Pastoral Members shall become ecclesiastical members of BFVC, but such membership conveys no standing, responsibility, or authority for the governance of BFVC as a corporation. During the term of this Agreement, both BFVC and the Pastoral Members shall remain as separate and distinct entities.

3.2 No Merger. This Agreement does not constitute a merger or consolidation. BFVC and the Pastoral Members remain solely responsible and liable for their respective claims, debts, obligations, and liabilities. Except to the limited extent delegated herein or expressly provided for in other agreements, neither entity hereby succeeds to the rights, interests, powers, privileges, assets or liabilities of the other.

3.3 No Partnership or Joint Venture. Nothing in this Agreement shall be construed to constitute a partnership or joint venture between the parties, and neither BFVC nor the Pastoral Members shall become bound by any representation, act, or omission of the other not expressly provided for in this Agreement.

4. Elements of Affiliation.

4.1 BFVC's Role. In fulfilling its duties to the Pastoral Members, BFVC shall:

1. Function as the central organization.
2. Prepare, publish, and maintain the current Doctrinal Statement, and other recommended policies.
3. Organize and sponsor educational seminars, training, pastoral and leadership retreats, conferences.

4.1.2 As a central organization, BFVC may:

1. Secure annual insurance coverage on behalf of the Pastoral Members under a BFVC group insurance plan.

ECCLESIASTICAL AGREEMENT

4.1.3 The Pastoral Member's Role. In fulfilling its duties as an ecclesiastical member of BFVC, the Pastoral Members shall:

1. Participate in the central organization as an affiliated member of BFVC.
2. Accept and comply with the Doctrinal Statement.
3. Regularly pay other fees required to continue in this affiliation as determined annually by the Board of Directors. Pastoral Members are asked to contribute \$500 or \$1,000, yearly. This contribution can be given monthly, quarterly, semi-annually, or annually. Commitments are to be paid by the annual convocation that takes place on the third weekend in October.

4.2. As an ecclesiastical member of BFVC, the Pastoral Members may:

1. Annually pay premiums and fees to be included in a BFVC group insurance plan (if available).
2. Send its pastors, ministers, and leaders to leadership conferences, seminars, and retreats.
3. Send its members to participate in multi-church and/or BFVC-wide conferences.

4.3 There are two levels of fellowship with BFVC.

4.3.1 Ecclesiastical Membership: for pastors within a 50-mile radius of Akron, Ohio, who desire an apostolic covering by Bishop Joey Johnson. These pastors and churches share common interests, goals, experiences, or views and will receive the highest level of relationship, fellowship, encouragement, mentoring, accountability and support. Those meeting the stated qualifications can receive licensure or ordination to ministry through BFVC. We consider licensure to ministry to be the acknowledging of the call of a person into the gospel ministry and the presenting of themselves for training and approval for ordination to some ministry or local church.

The biblical qualification are as follows:

1. Must be a Christian with a commendable Christian reputation. (1Tim. 3:5-7)
2. Must be a studier of the Bible and able to teach. The Gospel (i.e. the death, burial, and resurrection of Jesus Christ according to the Bible. The successful completion or enrollment of the Logo Bible institute, monthly leadership trainings and/or The Ashland Courses taught by Bishop Joey Johnson is also required.
3. Authorized by the principal or government body (not a loner).
4. Given authority and instructions (Matt. 10:1,5).

ECCLESIASTICAL AGREEMENT

5. Assigned Responsibilities (Luke 10:1-16).
6. Periodic return and reports of events.
7. Progress recorded and evaluated (Luke 10:17-20).
8. Willing to receive exhortation (Acts 20:1).
9. Willingness to agree to periodic review of member status.
10. Commendable field reputation (2 Corinthians 1:12; 2:14-17; 4:1,2).
11. Must complete Systematic Theology or one year of the Ashland courses.
12. Required to read the material assigned for personal development.

4.3.2 We consider ordination to the ministry the acknowledgment of a call to a specific local church or ministry. Ordination can be granted to those already pastoring or leading a parachurch ministry after examination and by BFVC, and demonstrating a call to a specific church or ministry.

The qualifications for ordination are as follows:

1. Having a high degree of accomplishment of the “Ministerial License Considerations”.
2. Having served under the requisites of a Minister for a period not less than three consecutive years. The time period commencing at the point of personal acknowledgement and approval of such acknowledgement by BFCV.

4.3.3 It seems appropriate at this point to establish a general code of ethics to govern membership in BFVC, licensure, and ordination. The code of ethics consists of the general ethical guidelines that Paul gave to Timothy for pastors in 1 Timothy 3. They are:

1. Being above reproach.
2. Married to one person (of the opposite sex) at a time.
3. Temperate.
4. Prudent.
5. Respectable.
6. Hospitable.

ECCLESIASTICAL AGREEMENT

7. Able to teach.
8. Not addicted to wine.
9. Not pugnacious.
10. Gentle.
11. Peaceable.
12. Free from the love of money.
13. One who manages his household well, keeping his children under control with all dignity.
14. Not a new convert.
15. A good reputation with those outside of the church.

4.3.4 National Membership: for pastors, outside of the 50-mile radius of Akron, Ohio, who want to be part of BFVC by attending BFVC quarterly Pastors Summits and the Vision Pastors and Church Leadership Conference. Although these churches share common interest, goals, experiences, or views, we believe that churches and BFVC is best served by them being in geographical area of the Chief Bishop and lead church, i.e. The House of the Lord ®. However, we will help these pastors and churches as much as we can through this level of relationship. However, the member must be willing to attend meetings in Akron, Ohio at least two times per year.

5. Authority.

5.1 Board of Directors. The Board of Directors shall engage in the highest level of organizational decision-making at BFVC.

5.2 Appointment of Bishops. We will not generally be ordaining apostles and prophets to an office under the auspices of Beth-El, unless the candidates have spent at least three years, met all of the criteria, and are appointed by Beth-El's leadership. When we ordain apostles and prophets, it will be an affirmation of the calling in Ephesians 4:11-12 and in keeping with the church or nonprofit that is affiliated.

5.2.1 BFVC and its Pastoral Members acknowledge the apostolic oversight of one or more bishops ("Bishops" collectively, and "Bishop" individually) designated by BFVC through its Board of Directors, and that Bishop F. Josephus Johnson II is hereby recognized as the first Chief Bishop of BFVC.

ECCLESIASTICAL AGREEMENT

5.2.2 BFVC and its Pastoral Members acknowledge that the Board of Directors of BFVC shall function as BFVC's ecclesiastical leadership to:

1. Make decisions regarding the type and content of theological training and/or schooling to make available to pastors and prospective pastors of the Individual Churches.
2. Nominate and appoint bishops to provide apostolic oversight for the Pastoral Members.

6. Ministerial Credentials.

6.1 Pastoral Members' Authority. Pastoral Members may continue to issue ministerial and ordination credentials to their ministers, pursuant to standards established by the Pastoral Members.

6.2 BFVC Ordination. BFVC shall issue ministerial and ordination credentials to bishops, pastors, and other types of ministers who complete Systematic Theology, Pastoral Mentoring, and any other course work that may be prescribed by BFVC. If qualification can be verified through interview or testing, then the course work may be waived by the Board of BFVC.

7. Limitation of Authority.

BFVC has no authority to control or direct any of the day-to-day temporal, corporate, business, financial, local ministry, and other local activities and affairs of the Pastoral Members. Those matters are expressly excluded from the intents, purposes, and provisions of this Agreement. Pastoral Members are entirely independent from BFVC concerning all such matters.

8. No Agency Authority.

BFVC shall not, and by this Agreement, does not: (1) Manifest consent of any sort to any Pastoral Members to act on BFVC's behalf with respect to any matter, including but not limited to, corporate, business, and financial matters of BFVC; (2) Request or accept any consent by any Pastoral Member to act as BFVC's agent; or (3) Actually exert any type of non-ecclesiastical control over a Pastoral Member.

In the event that any act or representation between BFVC and a Pastoral Member may appear to establish consent to agency, BFVC shall decline to accept any of the benefits that the alleged agency relationship may presumably confer on BFVC.

9. Indemnification.

9.1 Indemnification of BFVC. The Pastoral Member shall indemnify BFVC and hold BFVC harmless from any damages, injuries, liabilities, and expenses that BFVC or its directors, officers, or other agents may incur, respectively, including but not limited to attorneys' fees or other legal expenses, arising directly or indirectly from any act or omission of the Individual Church or its employees or agents.

ECCLESIASTICAL AGREEMENT

9.2 Indemnification of Individual Church. BFVC shall indemnify the Pastoral Member and hold the Pastoral Member harmless from any and all damages, injuries, liabilities, and expenses that the Pastoral Member may incur, respectively, including but not limited to attorneys' fees or other legal expenses, arising directly or indirectly from any act or omission of BFVC or its employees or agents in connection with their acts or omissions under this Agreement, their participation or association with BFVC, their use of any of the Pastoral Member's intellectual property, and/or their failure to comply with applicable laws, regulations, standards, and terms and conditions of this Agreement.

10. Intellectual Property.

10.1 Trade Name. BFVC hereby grants a non-exclusive license to the Pastoral Member to use the BFVC trade name, but solely in connection with the Pastoral Member's identification of itself as a BFVC member, and only for so long as the Pastoral Member remains an affiliate of BFVC in good standing. The Pastoral Member shall protect the interests of BFVC and all the Individual Churches and Pastoral Members in the BFVC trade name and all other intellectual property rights owned by BFVC under this Agreement.

10.2 Infringements. The Pastoral Member agrees to assist BFVC to the extent necessary in the procurement of any protection or to protect any of BFVC's intellectual property rights. The Pastoral Member shall notify BFVC in writing of any infringements or limitations by others of BFVC's intellectual property, including but not limited to, its trademarks and copyrighted materials, which may come to the Pastoral Member's attention, and BFVC shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations.

The Pastoral Member shall also immediately notify BFVC in writing of any alleged infringements of others' intellectual property by BFVC or the Pastoral Member which may come to the Pastoral Member's attention. BFVC shall have the sole right to determine what action, if any, should be taken in response to such allegations of infringement.

10.4 Rights Upon Expiration. Upon the expiration or termination of this Agreement, all rights granted to the Pastoral Member herein shall immediately revert to BFVC.

11. Notices.

All notices or other communications to or upon either party shall be in writing delivered by first-class, airmail or facsimile, dispatched to or given at the following addresses:

Signatures for BFVC:

For the Pastoral Member:

Board Member Signatures:

Pastoral Member Signature:

Beth-El Fellowship of Visionary Churches
1650 Diagonal Road

ECCLESIASTICAL AGREEMENT

Akron, Ohio 44320

In the event notices and statements required under this Agreement are sent by certified or registered mail by one party to the party entitled thereto at its above address, they shall be deemed to have been given or made as of the date so mailed.

12. Limitation of Liability.

In the event of a breach of this Agreement by BFVC, the Pastoral Member's sole and exclusive remedy shall be a refund of the Pastoral Member's duly paid and uncommitted affiliation fee, and upon such refund, any further liability of BFVC to the Pastoral Member shall be extinguished. BFVC shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of donations, grants, and other forms of revenue, sustained or incurred by the Pastoral Member in connection with or as a result of its affiliation with BFVC or under this Agreement.

13. Term and Termination.

13.1 Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue until December 31, _____ **[insert year]**. Thereafter, this Agreement shall be automatically renewed annually, unless either the party provides written notice to the other by July 1st of any year of its decision not to renew the Agreement at the end of such year, which notice may be given in the sole discretion of either party or unless the Agreement is otherwise terminated subject to the provisions of this Section. Notwithstanding the foregoing, this Agreement shall be terminated in the event that the Individual Church engages in any activity that in the sole discretion of the BFVC Board of Directors are inconsistent with the mission of BFVC, the Doctrinal Statement, and/or the exempt or charitable status of either party which is not curable or, if curable is not cured to the satisfaction of the non-breaching party within sixty (60) days of the date upon which written notice of such breach has been served.

13.2 Failure or Refusal to Be Consistent with BFVC Doctrinal Statement. The failure or refusal of a Pastoral Member to espouse beliefs and/or act consistently with the Doctrinal Statement shall result in the forfeiture of the Pastoral Member's right to use the BFVC trade name and other BFVC intellectual property, and to otherwise identify itself as an affiliated member, as well as the forfeiture of all other rights and privileges under this Agreement. The Board of Directors shall make the final decision on whether a Pastoral Members has committed an act or omission that may lead to expulsion.

14. Assignment.

Neither this Agreement nor any rights or duties hereunder, in whole or in part, are assignable by the Pastoral Member without the prior written consent of BFVC. Any attempt to assign the rights, duties, or obligations under this Agreement without such consent shall be a breach of this Agreement and be null and void.

15. Entire Agreement.

ECCLESIASTICAL AGREEMENT

This Agreement, together with its Appendices, embodies the entire understanding between BFVC and the Individual Church regarding the Pastoral Member's affiliation with BFVC and cancels and supersedes any other agreements, oral or written, entered into by the parties hereto as to its subject matter.

16. No Modifications.

This Agreement may be amended only by a writing signed by the authorized officers of BFVC and the Pastoral Member.

17. Governing Law, Conflict Resolution, Venue, and Jurisdiction.

The laws of the State of Ohio shall govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated hereby, notwithstanding any state or country's choice of law rules to the contrary. All parties recognize that conflicts or disputes may occasionally arise. If any dispute cannot be resolved in private meetings, the parties agree, as an alternative to litigation, to enter mediation and, if mediation is unsuccessful, legally binding arbitration in accordance with the rules of the Christian Conciliation Institute of Peacemakers Ministries as set forth at <http://www.hispeace.org>. The parties agree that any arbitration award may be entered in any court having jurisdiction over the subject matter or parties. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement or the subject matter hereof, and expressly waive their right to file a lawsuit or claim against one another for such disputes, except to enforce an arbitration decision. Notwithstanding the foregoing, in the event of actual or threatened violation of BFVC's trademark rights, BFVC may obtain from any court of competent jurisdiction such injunctive relief as may be appropriate to compel compliance with or prevent a breach of its trademark rights.

18. Survivability.

The obligations of BFVC and the Pastoral Member under Sections 8, 9, 10, 12, and 17 of this Agreement shall survive expiration or termination hereof, and shall continue thereafter in full force and effect.

19. Counterparts.

This Agreement may be executed in duplicate originals and in any number of counterparts with the same effect as if all the parties hereto have signed the same document. All counterparts shall be construed together and shall constitute the same Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first above written.

ECCLESIASTICAL AGREEMENT

BFVC

PASTORAL MEMBER

<hr/> Apostle Carrie Brown, President, Beth-El Fellowship of Visionary Churches	<hr/>
<hr/> Pastor Daren Brake, Vice President, Beth-El Fellowship of Visionary Churches	
<hr/> Min. Antonio Jackson, Treasurer, Beth-El Fellowship of Visionary Churches	
<hr/> Alta Eutsey-Wilcox, Secretary, Beth-El Fellowship of Visionary Churches	
<hr/> Pastor Joseph Walker, Board Member	