



FROOT GROUP

WORSHIP STAFFING

Staffing Agreement

This Staffing Agreement (the "Agreement") entered into this day of JAN 7, 2021 ("Effective Date"), is by and between Froot Group, LLC (hereinafter referred to as "Froot Group"), whose mailing address is PO Box 807, Sunbury, OH 43074 and Heber Springs First United Methodist Church (hereinafter referred to as "Church"), whose mailing address is 1099 W. PINE STREET, HEBER SPRINGS, AR 72543 (collectively referred to as "parties" herein).

1. Scope of Services

The Church is retaining Froot Group for the following services to search and provide suitable candidates for the position of DIRECTOR OF FAMILY MINISTRIES. Froot Group will begin providing services to the Church upon receipt of the signed Agreement and initial deposit from the Church.

2. Term

This Agreement is in effect for a total of twelve (12) months from the date it is fully executed by both parties ("contract period"). If no placement of a candidate has been made after twelve (12) months from the effective date of this Agreement, both parties will be released from their obligations.

3. Froot Group's Duties and Responsibilities

Froot Group's duties and responsibilities hereunder shall include the following:

- a. Abide by the terms of this Agreement.
- b. Maintain consistent communication with the Church throughout the search process.
- c. Complete a Church visit at the beginning of the search process to gain more insight on the open position and Church leadership.
- d. Create an internal evaluation of the Church in order to gain information that would be beneficial in order to strive for the best possible placement.
- e. Set up a personal online "Church Profile" through *frootgroup.com* in order to showcase the Church to potential candidates. The "Church Profile" will be created a minimum of ten (10) business days after the first in-person visit.
- f. Provide both the Church and the candidates as much documented information on the other party as possible in order to provide full transparency before a placement is made.
- g. Vet multiple profiles of candidates that would be best suited for the open position (as described in the Candidate Profile) at the discretion of Froot Group and provide between five (5) to seven (7) reasonably qualified candidate profiles to the Church after the first round of internal vetting by Froot Group. If none of the first-round candidates are selected by the Church, Froot Group will begin a new round of gathering candidates to present to the Church for consideration.
- h. To help with the transition of the placed candidate, Froot Group will continue to be available to the Church, via conference calls, for six (6) months after the placement.

- i. If, within six (6) months of a candidate being placed, the candidate quits or is fired by the Church for good cause, Froot Group will resume its search for a replacement candidate at no additional cost to the Church.

4. Church's Duties and Responsibilities

The Church's duties and responsibilities shall include the following:

- a. Abide by the terms of this Agreement.
- b. Promptly notify Froot Group in writing of any changes in its contact information, individuals who will be working with Froot Group on behalf of the Church, and interested candidates who contact it about the position.
- c. Maintain consistent communication with Froot Group throughout the search process. Weekly communication is required after the candidate presentation.
- d. The Church will remove all advertising for the position and refrain from advertising the position throughout the contract period.
- e. The Church will give all resumes, applications, documents, and information it receives for the contracted position to Froot Group, including any candidates who have previously applied and all candidates that apply directly to the Church throughout the contract period of this Agreement.
- f. After completing both of the online forms for Froot Group, the Church will continue to provide Froot Group with any other information that would be applicable toward the position.
- g. Any candidate who is hired for the contracted position during the contract period of this Agreement will be considered a placed candidate by Froot Group, and the full fee will be due and payable from the Church to Froot Group.
- h. The Church agrees to pay the placed candidate a minimum base salary of \$45,000 per year.
- i. If any of these terms are violated by the Church, Froot Group, at its sole discretion, reserves the right to cancel the remaining obligations under this Agreement and consider the full fee due.

5. Payment Terms and Deposits

A. Contracted Amount

The Church agrees to pay Froot Group the contracted amount of 25% of the placed candidate's first year salary.

B. Initial Deposit

The Church agrees to pay Froot Group an initial deposit payment of 25% of the contracted amount within seven (7) calendar days of this executed Agreement, which serves as a pre-payment portion of the entire cost. The initial deposit amount is taken from the average of the salary range the Church provided to Froot Group in the "Church Questionnaire." (e.g. \$50,000 average salary x 25% of contracted salary x 25% initial deposit = \$3,125.)

C. Second Installment

The Church agrees to pay Froot Group a second installment payment of 25% of the contracted amount within seven (7) calendar days after Froot Group has provided at least five (5) candidates to the Church.

D. Final Payment

The Church agrees to pay Froot Group the remaining 50% of the contracted amount after a candidate has agreed to accept the position. The Church will provide Froot Group with a copy of any agreements and the compensation arrangement between the Church and candidate within seven (7) calendar days of the candidate's acceptance of the position. The Church will make the final payment to Froot Group within thirty (30) calendar days after receiving the final invoice from Froot Group.

The Church acknowledges and agrees that Froot Group has no obligation to commence or continue services until the entire initial deposit and second installment is paid in full. The Church further agrees if Froot Group commences such work or services before the entire initial deposit and second payment has been paid in full, Froot Group may immediately cease all work and services at any time, at its sole discretion, until the entire initial deposit and second installment has been paid in full and the conditions set forth herein have been fully satisfied.

If the Church fails to pay the initial retainer, second installment, or final payment within the time periods specified above, the Church agrees that such failure shall constitute a material breach of this Agreement, unless Froot Group, at its sole discretion, extends the time period to pay the amount due through a subsequent written notice of extension. The Church agrees the initial deposit and second payment are non-refundable under any circumstance, even if a placement is not made.

6. Expenses

In addition to the contracted amount of ~~30%~~^{25%} of the place candidate's first year's salary, as stated above, the Church agrees to pay all reasonable travel expenses associated with the Agreement. These include, but are not limited to, mileage, travel expenses, and hotel, meal, car rental, and overnight expenses. The Church will reimburse Froot Group for such expenses upon receipt of the written request for reimbursement or invoice. The Church agrees the expenses herein are non-refundable even if a placement is not made for the Church.

7. Termination

This Agreement may be terminated by either Froot Group or the Church at any time and for any reason, by the terminating party providing thirty (30) days advance written notice to the other party's last known email address and/or personal delivery to the appropriate mailing address. Said termination will not affect the rights or responsibilities, payments, deposits or expense reimbursements due, subsequent to the work and activities that occurred prior to the effective date of termination. If the Church terminates this Agreement, the Church shall still be liable to Froot Group for payment of all amounts identified in Sections 5, 6, and 7 herein.

8. Interest, Collection Costs, Fees, and Expenses

The payment of costs, fees and expenses are the Church's obligation and payment is expected, regardless of whether work and services by Froot Group is ongoing or terminated. If payment is not made within the time periods provided herein, Froot Group may charge and the Church shall be liable for compound interest at the rate of one and one-half percent (1.50%) per month (or eighteen percent (18%) per annum). In addition to the amounts due herein, the Church agrees to be liable to and pay all of Froot Group's charges, costs, fees, and expenses in connection with its breach of this Agreement and Froot Group's efforts to collect any amounts due and payable from the Church, including but not limited to all deposits, fees, including but not limited to attorney fees, third-party fees, court costs, filing fees, expert witness fees, deposition costs, litigation expenses, and all other charges, costs, fees, and expenses incurred by Froot Group, plus prejudgment and postjudgment interest thereon.

9. Confidentiality

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

10. Indemnification

The Church agrees to indemnify, defend, and hold harmless Froot Group, its officers, members, managers, agents, representatives and employees from all claims, losses, expenses, fees, including but not limited to attorney fees, costs, expenses, judgments and settlements, relating to any actual or alleged failure by Froot Group, and/or its officers, members, managers, agents, representatives, and employees while attempting to comply with any of the terms of this Agreement.

11. Miscellaneous

a. Additional Candidate Hire

If the Church decides to hire an additional candidate that Froot Group has presented, an additional fee of 15% of that candidate's first year's salary will be invoiced and due 30 days after placement.

b. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without reference to conflicts of law. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, the provisions of the law shall govern and supersede.

c. Forum

Any litigation arising under this Agreement or relating to its subject matter shall be commenced and resolved in a court of competent jurisdiction in Delaware County, Ohio.

d. Limitation Period

The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within three (3) years of the date of the alleged breach, without regard to the date the breach is discovered. Any action not brought within that three (3) year time period shall be barred, without regard to any other limitations period set forth by law or statute.

e. Severability

The provisions of this Agreement are severable. In the event that one or more of the provisions herein are determined to be illegal or unenforceable, in whole or in part, then the remaining provisions, and any partially enforceable provisions to the extent it is enforceable, shall nevertheless be binding and enforceable upon the parties.

f. Binding Agreement

The rights and obligations of the parties under this Agreement shall inure to the benefit of, and shall be binding upon, the parties, and their heirs, agents, estates, successors, and assigns, so far as legally permissible.

g. Waiver

The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. The rights granted to the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

h. Amendments

This Agreement may be amended or modified only by a written agreement executed by both parties.

i. Assignment

The Church may not transfer or assign this Agreement without Froot Group's written consent.

j. Time

Time is of the essence regarding the time periods stated herein.

k. Warranties

Each party warrants it reviewed this entire Agreement before signing it and there was no duress, coercion, overreaching, or undue influence present when it signed this Agreement. Each party also warrants that each party had the legal capacity to enter this Agreement at the time it did so, and that the individual signing this Agreement on behalf of the party has the legal authority to enter into this binding Agreement for that party.

l. Entire Agreement

This Agreement set forth constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties, whether written or oral, and there are no other agreements, understandings, representations, warranties, or commitments, with respect thereto. All other such agreements, understandings, representations, warranties, or commitments are mutually declared void and unenforceable upon the parties and

are merged into this Agreement.

m. Copy

A copy of this signed Agreement shall carry the same right, power, and authority and shall have the same binding effect as the original signed Agreement.

n. Counterparts

This Agreement may be signed in one or more counterparts, all of which shall be considered one and the same Agreement and shall constitute the same instrument.

o. Breach and Cure

If a party fails to abide by a term, condition, or obligation under this Agreement or acts in a manner that is contrary to the same, such action or omission shall constitute a breach of this Agreement. Before initiating legal action, the injured party shall notify the breaching party in writing of the breach(es) of this Agreement and specify what course of action must be taken to cure the breach(es). The breaching party shall be given seven (7) calendar days to cure the breach(es). Thereafter, if the breach has not been cured, the injured party may initiate legal action against the breaching party regarding the breach(es).

p. Mediation

In case any dispute arising under this Agreement cannot be resolved through informal discussions, the parties agree that, prior to commencing legal action, they will first engage the services of a professional mediator and attempt in good faith to resolve the dispute between them through an amicable mediation. Each party shall be responsible for one-half of the professional mediator's costs, fees, and expenses. The professional mediator shall be selected by mutual agreement of the parties. If the parties cannot agree upon a professional mediator, the parties agree that the professional mediator shall be someone who is identified as a mediator on the approved mediator list for the Delaware County Court of Common Pleas, the Columbus Bar Association, or Peacemaker Ministries, and shall be selected by the first party who claimed to be injured by the breach. If one party refuses mediation or fails to agree to mediation within seven (7) calendar days from being asked to agree to participate in mediation by the other party, either party may proceed with legal action.

q. Effective Date

The effective date of this Agreement is the date the last party to this Agreement signed the Agreement.

This Agreement has been reviewed, agreed to, and signed by the parties, or their duly authorized representatives, and each party's signature represents the parties' acceptance of this Agreement and its terms and provisions.



Church Contact Signature



Froot Group Signature

JAMES ADAMS
Church Contact Name

Alex Purtell
Froot Group Contact Name

james.p.adams@gmail.com
Church Contact Email

apurtell@frootgroup.com
Froot Group Email

1/7/2021
Date

Date

* SEE CHANGE IN ITEM 6
TO 2570