



RESOURCE LISTING AGREEMENT

PLANT DALLAS RESOURCE DIRECTORY · 12-MONTH TERM

This Resource Listing Agreement (the “Agreement”) is entered into between **LOFT Ministries, a Texas nonprofit corporation and 501(c)(3) organization, doing business as Plant Dallas** (“Plant Dallas”), and the organization identified below (“Organization”). It takes effect on the date Plant Dallas countersigns it (the “Effective Date”).

1. ORGANIZATION INFORMATION

ORGANIZATION LEGAL NAME

NAME AS IT SHOULD APPEAR IN THE DIRECTORY

PRIMARY CONTACT AND TITLE

EMAIL AND PHONE

WEBSITE URL

DIRECTORY CATEGORY (ONE)

HEADQUARTERS CITY AND COUNTY

GATHERING MONTH (GATHERING LISTINGS ONLY)

ONE-LINE DESCRIPTION OF SERVICES

Factual and neutral, no promotional or comparative language. Maximum 140 characters.

BENEFIT OFFERED TO PLANT DALLAS PLANTERS

A real discount, free consultation, free trial period, or similar. Required of every Organization. Delivered to planters through a planter-only channel, not published on the public directory page.

2. TIER AND FEE

☐ LISTED RESOURCE

\$1,250 per year

DFW-based: \$1,000 with code DFWLISTED

Directory listing: name, logo, website link, description of services, and one directory category. Plus the planter benefit above.

☐ FEATURED RESOURCE

\$2,000 per year

DFW-based: \$1,500 with code DFWFEATURED

Everything in Listed Resource, plus Organization's listing pinned to the top of its category, one acknowledgment on Plant Dallas social media, and one email to the network devoted to Organization. Twelve per year.

☐ GATHERING RESOURCE

\$3,000 per year

DFW-based: \$2,500 with code DFWGATHERING

Everything in Featured Resource, plus sponsorship of one monthly gathering: a booth, materials at the welcome desk, recognition from the stage, and two to three minutes to introduce Organization. Ten per year.

PAYMENT SCHEDULE (ANNUAL OR MONTHLY)

TOTAL FEE

LISTING START DATE

TERMS AND CONDITIONS

3. TERM AND RENEWAL

The term is twelve (12) months from the Listing Start Date. **This Agreement does not renew automatically.** Plant Dallas will contact Organization at least thirty (30) days before the term ends with an invitation to renew. Renewal requires Organization's written acceptance and a new signed agreement, and is subject to Plant Dallas's review under Section 6. Rates may change at renewal.

4. FEES, DISCOUNTS, AND PAYMENT SCHEDULE

The fee is the amount shown in Section 2 for the tier selected. A reduced rate is available to organizations headquartered in Dallas, Tarrant, Rockwall, Collin, or Denton County, applied with a discount code Plant Dallas supplies. Organization represents that its headquarters location as stated in Section 1 is accurate; if it is not, Plant Dallas may invoice the difference or remove the listing.

Monthly payment plans are available on request at every tier at a higher annual total. A monthly plan is billed in twelve installments and ends after the twelfth. A missed or failed payment that is not cured within fifteen (15) days is a breach, and Plant Dallas may suspend the listing until it is resolved.

The fee is due on invoice and is **non-refundable**, including if Organization's listing is removed or this Agreement is terminated under Section 6 or Section 10. If Plant Dallas terminates for convenience under Section 10 and Organization is not in breach, Plant Dallas will refund the unused portion on a pro-rata monthly basis, which is Organization's sole remedy.

Organization is listed in one directory category. A category may hold any number of organizations. Plant Dallas maintains the list of categories and may add, rename, merge, or retire a category; if Organization's category changes, Plant Dallas will move the listing to the closest equivalent and tell Organization.

5. WHAT EACH SIDE PROVIDES

Plant Dallas will provide the benefits of the tier selected in Section 2 during the term. Plant Dallas determines the design, placement, ordering, and wording of all listings, acknowledgments, and materials it publishes. Listings and acknowledgments published by Plant Dallas consist of Organization's name, logo, website address, location and contact information, and a neutral description of Organization's products or services. Plant Dallas does not publish promotional, comparative, qualitative, or price-related language on Organization's behalf.

Organization will provide:

- **Logo and brand assets** in the formats Plant Dallas requests, within fourteen (14) days of the Effective Date.
- **A current website URL** and accurate contact information, updated promptly if either changes.
- **A one-line description of services**, factual and neutral, subject to Plant Dallas's editing.
- **A real, usable benefit for Plant Dallas planters**, honored throughout the term on the terms stated in Section 1.
- **Prompt payment** of the fee, due on invoice and before the listing goes live.

6. ALIGNMENT, REVIEW, AND REMOVAL

Plant Dallas is a religious organization. It holds The Lausanne Covenant (1974) as its statement of faith, and it curates the resource directory as an expression of its mission and convictions. Organization affirms that its participation in the directory does not conflict with that mission or statement of faith, and that Organization will not use the directory or its relationship with Plant Dallas to advance messages contrary to them.

Plant Dallas reserves the sole and absolute right, at any time and in its sole discretion, to decline an application, edit or reject any content, suspend or remove a listing, or terminate this Agreement, including on the basis of alignment with its mission, statement of faith, or standards of quality and conduct. Plant Dallas will notify Organization if it removes a listing. Fees are non-refundable as provided in Section 4.

7. NO ENDORSEMENT, NO WARRANTY

A listing is not an endorsement. Plant Dallas does not endorse, recommend, guarantee, or warrant Organization's products, services, pricing, or performance, and makes no representation about them. Plant Dallas is not a party to, and has no responsibility or liability for, any transaction, contract, or dispute between Organization and any church planter, church, pastor, or other person who finds Organization through the directory. Those parties transact entirely at their own risk and are responsible for their own due diligence.

8. TAX TREATMENT

The listing fee is a payment for services and benefits and is NOT a tax-deductible charitable contribution. Plant Dallas is providing goods and services in exchange for this payment. Organization should consult its own tax advisor; the fee may be deductible, if at all, as an ordinary and necessary business expense under Internal Revenue Code §162, and not as a charitable contribution under §170.

9. TRADEMARK LICENSE AND CONTENT

Organization grants Plant Dallas a limited, non-exclusive, non-transferable, royalty-free, revocable license to use Organization’s name, logo, and trademarks during the term, solely to provide the benefits in Section 2. Organization represents and warrants that it owns or has the right to use and to license all names, logos, marks, images, and content it supplies, and that Plant Dallas’s use as permitted here will not infringe or violate the rights of any third party. Organization will defend, indemnify, and hold harmless Plant Dallas and its officers, directors, employees, and volunteers from any claim, loss, damage, liability, and reasonable attorneys’ fees arising from Organization-supplied content, Organization’s products or services, Organization’s conduct, or Organization’s breach of this Agreement. All Plant Dallas names, marks, and materials remain the property of Plant Dallas, and Organization may identify itself as listed in the Plant Dallas Resource Directory only during the term and only in the manner Plant Dallas approves.

10. TERMINATION

Either party may terminate for material breach if the breach is not cured within fifteen (15) days of written notice. Plant Dallas may terminate immediately under Section 6, or for convenience on thirty (30) days’ written notice. On termination, Plant Dallas will remove Organization’s listing and Organization will stop describing itself as listed in the Plant Dallas Resource Directory. Sections 7, 8, 9, 11, 12, and 13 survive.

11. CONTACT INFORMATION AND EMAIL

Plant Dallas does not sell, rent, or transfer its email list or contact records to Organization. Any email acknowledgment is sent by Plant Dallas from its own systems to its own recipients and complies with applicable law, including the CAN-SPAM Act. Organization will not use any Plant Dallas gathering, roster, or communication to solicit recipients who have not asked to be contacted.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, revenue, or business opportunity, however caused. Plant Dallas’s total aggregate liability arising out of or relating to this Agreement will not exceed the fees Organization actually paid under it. Plant Dallas does not guarantee any level of traffic, exposure, referrals, leads, attendance, or business results.

13. GENERAL

This Agreement is governed by the laws of the State of Texas without regard to conflict of laws principles, and venue for any dispute lies exclusively in the state or federal courts located in Dallas County, Texas. The parties are independent contractors; nothing here creates a partnership, joint venture, agency, or employment relationship. Neither party may assign this Agreement without the other’s written consent. This Agreement is the entire agreement between the parties on this subject and supersedes prior discussions. Amendments must be in writing and signed by both parties. If any provision is held unenforceable, the rest remains in effect. Notices may be given by email to the addresses in Section 1 and to sam@loftcity.church for Plant Dallas.

14. SIGNATURES

By signing, each party agrees to this Agreement. The person signing for Organization represents that they are authorized to bind Organization.

ORGANIZATION Signature Printed name and title Date	PLANT DALLAS Signature Sam Chacko, Executive Director Printed name and title Date
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