

2026 EMMAUS MINISTRIES ANNUAL COVENANT AGREEMENT

between

**The Upper Room, d/b/a International Emmaus Ministries Office
and the local Emmaus Ministries Community**

“The Upper Room® is a global ministry dedicated to supporting the spiritual life of Christians seeking to know and experience God more fully. From its beginnings in 1935 as a daily devotional guide, The Upper Room has grown to include publications, programs, prayer support, and other resources to help believers of all ages and denominations move to a deeper level of faith and service.” <https://www.upperroom.org/about>

The Local Community agrees to:

- 1- become an Emmaus Ministries community for the year 2026. Without a completed Annual Covenant Agreement, the community cannot legally host Emmaus Ministries’ events or purchase materials and is in copyright infringement. **If a member of the Community’s Board of Directors cannot in good faith sign the Annual Covenant Agreement, that person must resign from the Board of Directors so the Community can replace the position.**
- 2- conduct its programs and events in accordance with the Emmaus Ministries materials, described on *Appendix A*.
- 3- refer to the International Emmaus Ministries Office for the interpretation of the Emmaus Ministries materials.
- 4- seek prior written approval from the International Emmaus Ministries Office before translating, scanning, copying or otherwise reproducing any Emmaus Ministries materials.
- 5- seek prior written approval from the International Emmaus Ministries Office before using any of the Emmaus Ministries trademarks, described on *Appendix B*, other than as specifically authorized by the International Emmaus Ministries Office in its Branding Guide.
- 6- the “Intellectual Property” provisions and all other terms set out on *Appendix C*, which, together with *Schedules A and B*, is incorporated into this Covenant by this reference.
- 7- promote in all its activities the openness to **diversity, ecumenicity, and theological balance** that is reflective of The Upper Room, inviting **interdenominational, interracial and international** participation and fostering a spirit of **Christian acceptance and unity**.
- 8- have an elected local governing body that will conduct its business in accordance with the International Emmaus Ministries Office guidelines and in a manner that honors Christ and the church universal.
- 9- function as a servant of the Church.
- 10- ensure that all members of its Board of Directors and of its event Conference Room teams are active participants in a Group Reunion or an accountability group, all in accordance with *The Upper Room Community Manual*
- 11- be in regular and prompt communication with the International Emmaus Ministries Office regarding scheduled events, election of new officers and a Community Trainer (*please see the information in the cover letter*), and other developments affecting the quality of the Local Community’s ministry.
- 12- maintain and promptly update its information – including Boardroom information - on Ministry Manager at <https://ministrymanager.upperroom.org>
- 13- keep denominational leaders, other church officials and the International Emmaus Ministries Office informed about the activities and the fruits of the local and international Emmaus Ministries Movement, and to cooperate with all requests for such information.

14- work through the Emmaus Ministries Communicators to gain and improve understanding of the **Emmaus Ministries Movement**.

15- keep accurate accounting books and records, to preserve them for at least four (4) years after they are generated or received by the Local Community, to have them inspected annually by someone other than the Local Community's treasurer and to make the ensuing report available to any interested party as part of the Local Community's corporate minute book, and, further, to allow them to be examined and copied by the International Emmaus Office Ministries or its representative(s).

16- must support emerging Emmaus Ministries through financial contributions to **The GIFT Fund (for emerging communities) and The Fourth Day Fund (operations)**. More information and resources are available at [Donation Form \(donorperfect.net\)](#) This is one critical way for Community Members to live out their Fourth Day commitment through service to one another.

Every Community is required to give a donation based on the size of their Community.

- **If your community hosts 0-2 Events per year, your required minimum donation is \$150 per year.**
- **If your community hosts 3-4 Events per year, your required minimum donation is \$300 per year.**
- **If your community hosts 4 or more Events per year, your required minimum donation is \$500 per year.**

70% of your contribution will go to The GIFT Fund, and 30% will go to The Fourth Day Fund. Please submit your donation when you submit your signed Annual Covenant Agreement, which is due April 30, 2026. If you're unable to make a donation at the time of signing your Covenant, please contact the International Emmaus Ministries Office at emmausmin@upperroom.org.

17- send some or all members of its Board of Directors to at least one Regional Celebration event in their term of office – especially if being hosted within your region - in accordance with The Upper Room Emmaus Ministries schedule of events.

18- have a unified working relationship with all Emmaus Ministries Programs that exist within the serving area of the community in accordance with the Emmaus Ministries Community Manual.

19- review and to consider the renewal of its covenant with the International Emmaus Ministries Office on an annual basis, unless this Covenant is terminated, and except as otherwise provided in *Appendix C*.

20- consult with the International Emmaus Ministries Office to reactivate its status as an Emmaus Ministries community after three (3) years of dormancy (without conducting events).

21- The Local Community agrees to:

- **Walk to Emmaus** –
 - report event dates and attendance to The Upper Room in MINISTRY MANAGER;
 - pay a fee of US \$25.00 per each Pilgrim to The Upper Room for use of Walk to Emmaus.
- **Chrysalis** –
 - perform background checks and screen all adults working with youth and to supervise all team members and workers to ensure a safe and healthy environment for all participants in accordance with applicable laws;
 - report Chrysalis event dates and attendance to The Upper Room in MINISTRY MANAGER;
 - pay a fee of US\$15.00 per first-time participant to The Upper Room for use of Chrysalis
- **Face to Face** –
 - perform background checks and screen all adults working with older adults and to supervise all team members and workers to ensure a safe and healthy environment for all participants in accordance with applicable laws;
 - report event dates and attendance to The Upper Room in MINISTRY MANAGER;
 - pay a fee of US \$25.00 per each Pilgrim to The Upper Room for use of Face to Face.
- **Day Four Restore** –

- o report event dates and attendance to The Upper Room in MINISTRY MANAGER as an event;
- o pay a fee of US \$25.00 per each participant to The Upper Room for use of Day Four Restore.
- **The Village Encounter** –
 - o report event dates and attendance to The Upper Room in MINISTRY MANAGER;
 - o pay a fee of US \$25.00 per each participant to The Upper Room for use of The Village Encounter.

Fees are to be paid through the payment portal on **MINISTRY MANAGER** or checks can be sent to:
Emmaus Ministries, UMC Discipleship Events/General, PO Box 440347, Nashville, TN 37244

22 - As a part of the ongoing growth of the community, the Board agrees to promote the use of the **Emmaus Ministries University** (<https://www.upperroom.org/emmaus/university>) as a training tool for all members of the community.

The International Emmaus Ministries Office agrees to:

- 1- recognize the Local Community as an Emmaus Ministries Community for the calendar year 2026.
- 2- develop and support the Local Community in the fulfillment of the Emmaus Ministries vision and mission.
- 3- commit to the upholding of the Local Community and this covenant in prayer.
- 4- make available to the Local Community: the Emmaus Ministries materials and the various Emmaus Ministries trademarks, subject to the provisions of Appendix C; training, guidance and consultation on the Emmaus vision and mission; interpretative materials on Emmaus; direction and leadership for starting new Emmaus Ministries Communities (or re-starting dormant ones); resource persons for leadership training; and coordination and networking of the Emmaus Ministries movement.
- 5- support the Local Community's members in their Fourth Day by making available, upon request, information about other resources for strengthening the spiritual life that are published or produced by The Upper Room.
- 6- maintain regular communication with the leadership of the Local Community.
- 7- continually seek to improve the Emmaus Ministries programs.

Appendix A **Emmaus Materials**

The term “**Emmaus materials**” as used in this covenant refers to the following publications of the Emmaus Office and to such other publications or materials that may be subsequently produced (as early as 06/2018) or designated by the Emmaus Office:

Walk to Emmaus specific:

- 1) *The Upper Room Emmaus Ministries Community Manual*
- 2) *Directors’ Manual*
- 3) *Three-Day Schedule*
- 4) *Team Manual*
- 5) *Position Specific Manual*
- 6) *The Worship Book for Pilgrims*
- 7) *Day Four – The Pilgrim’s Continued Journey*

Chrysalis specific:

- 1) *The Upper Room Emmaus Ministries Community Manual*
- 2) *Leaders’ Manual*
- 3) *Three-Day Schedule*
- 4) *Team Manual*
- 5) *Position Specific Manual*
- 6) *Chrysalis Worship Booklet*
- 7) *Chrysalis Library publication*

Face to Face specific:

- 1) *The Upper Room Emmaus Ministries Community Manual*
- 2) *Directors’ Manual*
- 3) *4,6 & 8-Day Schedule*
- 4) *Team Manual*
- 5) *Position Specific Manual*
- 6) *The Worship Book for Pilgrims*
- 7) *Day Four – The Pilgrim’s Continued Journey*

Day Four Restore specific:

- 1) *The Upper Room Emmaus Ministries Community Manual*
- 2) *Day Four Restore Leadership Manual*
- 3) *Day Four Restore Year 1-3*

The Village Encounter specific:





- 1) *The Upper Room Emmaus Ministries Community Manual*
- 2) *Directors’ Manual*
- 3) *Six-Session Schedule*
- 4) *Team Manual*
- 5) *Position Specific Manual*
- 6) *The Worship Book for Pilgrims*
- 7) *Day Four – The Pilgrim’s Continued Journey*






Other:



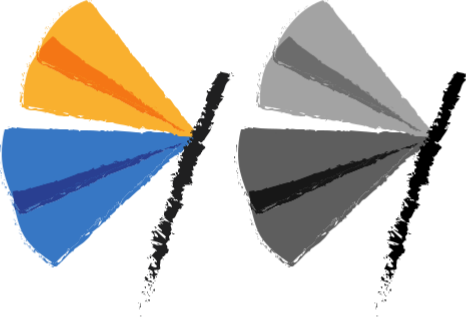



- 1) *The Emmaus Library Series publications*









Appendix B
Emmaus Ministries Trademarks

The term “**Emmaus Ministries trademarks**” as used in this covenant refers to the following trademarks of the Emmaus Ministries Office and/or to such other trademarks or service marks that may be subsequently developed or designated by the Emmaus Office.

1)	EMMAUS
2)	WALK TO EMMAUS
3)	EMAÚS
4)	CAMINATA A EMAÚS
5)	CHRYSLIS
6)	Crisálida
7)	Face to Face
8)	Cara a Cara
9)	Journey to the Table
10)	 <p style="text-align: center;">WALK TO EMMAUS <small>THE UPPER ROOM®</small></p>
11)	 <p style="text-align: center;">WALK TO EMMAUS <small>THE UPPER ROOM®</small></p>
12)	 <p style="text-align: center;">WALK TO EMMAUS <small>THE UPPER ROOM®</small></p>
13)	 <p style="text-align: center;">WALK TO</p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center;"><small>THE UPPER ROOM®</small></p>

14)	
15)	
16)	<p data-bbox="678 573 1133 772" style="text-align: center;"> WALK TO <hr style="border: 1px solid red;"/> EMMAUS <hr style="border: 1px solid red;"/> THE UPPER ROOM® </p>
17)	 <p data-bbox="760 978 1057 1098" style="text-align: center;"> CAMINATA A <hr style="border: 1px solid red;"/> EMAÚS™ <hr style="border: 1px solid red;"/> EL APOSENTO ALTO </p>
18)	<p data-bbox="695 1157 1114 1329" style="text-align: center;"> CAMINATA A <hr style="border: 1px solid red;"/> EMAÚS™ <hr style="border: 1px solid red;"/> EL APOSENTO ALTO </p>
19)	 <p data-bbox="768 1608 1044 1703" style="text-align: center;"> chrysalis <hr style="border: 1px solid blue;"/> THE UPPER ROOM® </p>
20)	 <p data-bbox="841 1818 1117 1913" style="text-align: center;"> chrysalis <hr style="border: 1px solid blue;"/> THE UPPER ROOM® </p>

21)	
22)	
23)	
24)	
25)	
26)	

27)	 <p>FACE to FACE THE UPPER ROOM®</p>
28)	 <p>FACE to FACE THE UPPER ROOM®</p>
29)	 <p>FACE to FACE THE UPPER ROOM®</p>
30)	 <p>FACE to FACE THE UPPER ROOM®</p>
31)	
32)	<p>FACE to FACE THE UPPER ROOM®</p>
33)	 <p>CARA a CARA EL APOSENTO ALTO®</p>
	 <p>VILLAGE ENCOUNTER THE UPPER ROOM®</p>
	 <p>DAY FOUR RESTORE THE UPPER ROOM®</p>

Appendix C

Additional Terms

1) Intellectual Property.

a) The Upper Room owns all rights, title and interest in and to the Emmaus Ministries materials and trademarks (“The Upper Room’s Intellectual Property”), and the Local Community acknowledges the validity and value of The Upper Room’s Intellectual Property and The Upper Room’s exclusive ownership rights thereto and goodwill represented thereby, and that all rights in The Upper Room’s Intellectual Property that are not explicitly granted to the Local Community are reserved to The Upper Room.

b) The Local Community agrees that it shall, at all times, follow instructions of the Emmaus Office with respect to the use of the Emmaus Ministries materials and trademarks. The Local Community shall not use any of the Emmaus Ministries materials and trademarks without the express prior written permission and approval of the Emmaus Office, which approval may be withheld by the Emmaus Office in its sole discretion.

c) The Local Community recognizes and agrees that, from time to time hereafter, The Upper Room may, in its sole discretion, change or modify some or all of the Emmaus Ministries materials and/or trademarks, and the Local Community agrees to accept such changes unconditionally and to implement such changes promptly upon notice by the Emmaus Office. The Local Community further agrees that whenever and wherever any of the Emmaus Ministries trademarks are used, it shall be accompanied by the appropriate symbol for notice of trademark rights and/or registration, “TM”, “SM” or “®”, and by any other notice, all as directed by the Emmaus Office.

d) At no time, during or subsequent to the term of this Covenant, shall the Local Community directly or indirectly represent that it has any right, title or interest in or to The Upper Room’s Intellectual Property except as provided in this Covenant, nor shall it directly or indirectly contest, attack, or assist a third party to contest or attack the validity of The Upper Room’s Intellectual Property and/or The Upper Room’s rights therein, nor shall the Local Community take or encourage any action that may in any way impair or challenge, validity, originality and/or value of The Upper Room’s Intellectual Property and/or The Upper Room’s rights to The Upper Room’s Intellectual Property and/or goodwill represented by The Upper Room’s Intellectual Property.

e) All uses by the Local Community of The Upper Room’s Intellectual Property and of any derivation, adaptation and/or variation of The Upper Room’s Intellectual Property created by or for the Local Community and/or any of the Local Community’s affiliates, contractors or agents shall inure to the benefit of The Upper Room, and the Local Community shall execute any and all documents required by The Upper Room to confirm, record and/or perfect The Upper Room’s ownership. Further, if any third party makes or has made any contribution to the creation of any new materials with reference to, based on, or deriving from any of The Upper Room’s Intellectual Property, provided that the Local Community shall not permit any third party to make any such contribution without obtaining The Upper Room’s prior written consent, the Local Community shall obtain from such party a full assignment of exclusive, perpetual rights, throughout the universe, so that the foregoing assignment by the Local Community shall vest full rights to such new materials in The Upper Room.

f) For avoidance of doubt, nothing in this Covenant shall or shall be construed to grant, transfer or convey to the Local Community any rights to use The Upper Room Intellectual Property or any portion thereof, or any work, mark, word, term, name, symbol, device, company name, trade name or domain name that is a reproduction, counterfeit, copy or colorable imitation of any portion(s) of The Upper Room Intellectual Property except as provided in this Covenant; all such rights are expressly reserved by The Upper Room.

g) The Local Community shall not, and shall not assist any third party to, in any country or jurisdiction, register, or attempt to register, any of The Upper Room's Intellectual Property, or any work, mark, word, term, name, symbol, device, design, image, company name, trade name or domain name that is a reproduction, counterfeit, copy, colorable imitation, derivation, adaptation or variation of any portion(s) of The Upper Room's Intellectual Property.

h) To the extent that any rights in and to any of The Upper Room's Intellectual Property are deemed to accrue to the Local Community pursuant to its use of The Upper Room's Intellectual Property under the terms of this Covenant or otherwise, the Local Community hereby assigns any and all such rights, at any such time as they may be deemed to accrue, to The Upper Room, and the Local Community shall execute any documents and instruments requested by The Upper Room that The Upper Room may deem necessary, proper or appropriate, in its sole discretion, to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without consideration, other than the mutual agreements contained elsewhere in this Covenant.

i) Any ideas, business proposals, suggestions or other information provided by the Local Community to the Emmaus Office shall be deemed non-proprietary and may be used or disclosed by the Emmaus Office without liability or compensation, unless otherwise expressly agreed to the contrary in writing by the Emmaus Office.

j) The Local Community agrees that a breach of any obligation set forth in this paragraph 1 shall be deemed to be a material breach of this Covenant and, further, shall result in irreparable harm to The Upper Room for which there is no adequate remedy at law. Accordingly, in the event of a breach or threatened breach of the provisions of this paragraph 1 by the Local Community or any of its agents, contractors or affiliates, in addition to any other remedy that The Upper Room may have at law, in equity or under this Covenant, The Upper Room shall be entitled to injunctive or similar relief to enforce specifically such provisions, without posting bond or other security.

k) The Local Community hereby grants to The Upper Room a power of attorney to execute, on the Local Community's behalf, any document or instrument required to be executed by the Local Community under this paragraph 1 and that the Local Community fails to execute within ten (10) business days of the request by the Emmaus Office, and such agreement, document or instrument thereupon shall be fully valid, effective and operative as if executed by the Local Community. This power of attorney shall be irrevocable and coupled with an interest and shall survive the expiration or earlier termination of this Covenant. The provisions of this paragraph 1 shall also survive the expiration or earlier termination of this Covenant.

2) **Term; Termination.** The term of this Covenant shall commence on the effective date and shall continue in effect for a period of twelve (12) months, unless earlier terminated by the Emmaus Office. The Emmaus Office shall have no obligation to offer or enter into any subsequent agreements with the Local Community. Further, the Emmaus Office shall have the right to terminate this Covenant if the Local Community:

a) breaches any of the terms of this Covenant and fails to correct the breach within thirty (30) days following written notice;

b) fails to meet its payment obligations to the Emmaus Office or otherwise materially breaches this Covenant and fails to correct such breach within fifteen (15) days following written notice; or

c) files a petition in bankruptcy, is adjudicated bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it that is not dismissed within ninety (90) days of its filing, or becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver or trustee is appointed for it or a substantial portion of its business or assets.

3) **Effect of Termination.** Upon the expiration or earlier termination of this Covenant, the licenses and permissions granted to the Local Community with respect to the Emmaus Ministries materials and trademarks shall terminate and the Local Community shall have no further right to use either the Emmaus Ministries materials and trademarks, and shall:

- a) immediately cease and thereafter forever refrain from using the Emmaus materials and any works that are identical or substantially similar to, or incorporate any portion(s) of, the Emmaus materials;
- b) return to the Emmaus Office, within ten (10) business days, all copies of the Emmaus materials in the Local Community's possession or control, at the Local Community's expense;
- c) immediately cease and thereafter forever refrain from using, in connection with any goods or services, the Emmaus Ministries trademarks and/or any mark, word, term, name, symbol, image, device, company name, trade name or domain name that incorporates any portion(s) of any of the Emmaus Ministries trademarks, or is a reproduction, depiction, counterfeit, copy or colorable imitation of any of mark, word, term, name, symbol, image, device, company name, trade name or domain name of the Emmaus Ministries trademarks;
- d) immediately remove all materials bearing any of the Emmaus Ministries trademarks, including, without limitation, signage, stationery, business cards and merchandise, and deliver the same to the Emmaus Office within ten (10) business days, at the Local Community's expense;
- e) transfer to the Emmaus Office, within ten (10) business days, all domain names incorporating any portion(s) of the Emmaus Ministries trademarks, at the Local Community's expense; and
- f) upon request from the Emmaus Office, and at its expense, produce and allow examination of the materials implemented by the Local Community in removing and replacing the Emmaus Ministries materials and trademarks; without limitation the foregoing, the Emmaus Office shall have the right to request that a sample of such materials, as designated by the Emmaus Office, be mailed to the Emmaus Office, within ten (10) business days of the request.

4) Indemnity. The Local Community agrees to defend, indemnify, and hold harmless the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors (collectively, "Emmaus Office Indemnitees") from, and on demand reimburse the Emmaus Office Indemnitees for, any and all liabilities, demands, claims, actions, causes of actions, costs, expenses (including, without limitation, the Emmaus Office Indemnitees' attorneys' fees and their other costs of defense), damages, losses and/or penalties of any kind or nature: (1) arising out of, or alleged to have arisen from, a breach of any of the representations, warranties or obligations of the Local Community under this Covenant, including, without limitation, any related act or omission by the Local Community, its agents, employees or subcontractors; (2) for death, illness, personal injury or property damage, both in law and equity, arising out of, or alleged to have arisen from, any act or omission by the Local Community, its agents, employees or subcontractors; and (3) for any actual or alleged infringement by the Local Community, its agents, employees or subcontractors of any patent, trademark, copyright, trade secret, trade dress or other intellectual property right of a third party. In the event of a claim, lawsuit, demand or other matter covered by this Covenant, the Emmaus Office shall notify the Local Community in writing and provide the Local Community the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit, demand or matter; provided however, that: (a) the Local Community, its agents, representatives, attorneys or insurers shall not bind the Emmaus Office Indemnitees in settlement without their prior written consent; and (b) the Emmaus Office Indemnitees shall be permitted to participate in their own defense at their own expense. If the Local Community fails to take timely action to defend any such suit, then the Emmaus Office or the Emmaus Office Indemnitees can defend such suit at the Local Community's expense. The provisions of this paragraph 4 shall survive the expiration or earlier termination of this Covenant.

5) Insurance. The Local Community shall maintain in full force and effect, at all times during which this Covenant remains effective and for three (3) years thereafter, commercial general liability insurance, including, without limitation, contractual liability coverage, personal injury liability, automobile liability insurance for all vehicles, infringement liability and personal/advertising injury liability, with adequate limits in coverage that shall:

(1) protect the Local Community, the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors, from claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with or in

relation to this Covenant, or from or out of any act or omission of the Local Community or the Local Community's officers, directors, agents, employees or contractors; (2) name the Emmaus Office and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns and successors as additional insureds; (3) contain a waiver of subrogation in favor of the Emmaus Office; and (4) provide the Emmaus Office with thirty (30) days prior notice of the cancellation of or a material change in such insurance coverage. Such insurance shall be carried by an insurer with a minimum rating by A.M. Best Company of "A-", in Financial Size Category "X" or better, and all insurance shall be primary and not contributory. Along with the executed copy of this Covenant, the Local Community shall send to the Emmaus Office a certificate of insurance evidencing such insurance coverage. The Local Community's responsibilities under this Covenant shall not be limited in any way by virtue of the Local Community's insurance coverage or the Local Community's contracting with third parties.

6) **Relationship of Parties.** Nothing in this Covenant shall be construed as creating a partnership, agency, joint venture or any similar relationship between the Emmaus Office and the Local Community.

7) **Assignment.** The Emmaus Office may, in the Emmaus Office's sole discretion, assign this Covenant, in whole or in part, to any person or entity. The Local Community may not assign, sublicense or transfer any rights or obligations under this Covenant to anyone without prior written consent of the Emmaus Office, which consent the Emmaus Office may withhold in its sole discretion.

8) **Notices.** The parties' respective addresses are set forth on the following pages of this Covenant for all purposes, until notice of a different address is received by the party notified of that change of address. All notices shall be in writing and shall be served by Certified or Registered Mail (Return Receipt Requested) with all charges pre-paid. Notices shall be deemed effective when mailed, all charges pre-paid, except for notices of a change of address, which shall be effective only when received by the party notified.

9) **Modification and Waiver.** No amendment, modification or waiver of any of the terms or conditions of this Covenant shall be effective unless in writing and signed by an authorized representative of the Emmaus Office. No waiver of any breach or of any terms or conditions of this Covenant shall be construed as a waiver of any subsequent breach of that term or condition, or of any other term or condition of the same or different nature of this Covenant, or any other contract between the Emmaus Office and the Local Community. No terms or conditions in any acceptance, acknowledgement, invoice or other document that are in conflict with, different from, or in addition to this Covenant shall be binding upon the Emmaus Office unless agreed to in a writing signed by a duly authorized officer of the Emmaus Office. In the case of a conflict between any of the terms and conditions contained in this Covenant and any other terms and conditions in any other agreement or document, the terms and conditions in this Covenant shall control.

10) **Dispute Resolution; Choice of Law and Jurisdiction.** In the event of any action, suit or proceeding arising from or based upon this Covenant brought by either party against the other, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs for that action, suit or proceeding. The Local Community acknowledges and agrees that this Covenant has been made and entered into, and shall be governed by and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflicts of laws principles, in any action or proceeding, whether in or out of court, arising out of, or related to, this Covenant. The Local Community irrevocably submits to the exclusive jurisdiction of the state and federal courts seated in Davidson County, Tennessee, and the related appellate courts, with respect to any court action or proceeding arising out of, or related to, this Covenant, and waives any and all claims of *forum non conveniens* or lack of personal jurisdiction.

11) **Legal Counsel.** The parties represent and warrant that they have been advised of their right to retain independent legal counsel in connection with the negotiation of this Covenant and that they have either retained and been represented by such legal counsel or have knowingly and voluntarily waived their right to such counsel.

12) **Paragraph Headings.** Paragraph titles or heading titles contained in this Covenant are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Covenant.

13) **Counterparts.** This Covenant may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between the parties.