

COVENANT AGREEMENT

Effective upon the transfer of property, Calvin Crest Camp, Conference and Retreat Center, Inc. (“corporation or Calvin Crest”) enters into a covenant agreement (“agreement” with Missouri River Valley Presbytery (“MRV Presbytery”).

I. Parties

- a. Missouri River Valley Presbytery is a council of the Presbyterian Church (USA); and
- b. Calvin Crest is organized in the State of Nebraska and governed according to its laws, its Board of Directors (“Board”), and pursuant to its Articles of Incorporation and by-laws, as approved on _____.

II. Relationship Between Parties

- a. The agreement affirms a present and historic relationship with mutuality of purpose and support between MRV Presbytery and the Board. To fulfill its role in relation to MRV Presbytery, Calvin Crest operates under the direction of its Board, the members of which are elected with notification to MRV Presbytery.
- b. The Board directs the operations, programs and fund-raising activities for Calvin Crest and seeks to fulfill Calvin Crest’s obligations pursuant to its by-laws and this Agreement.
- c. Calvin Crest agrees that its real property may be sold at the Board’s sole discretion with the understanding that the proceeds of the sale will be distributed according to the terms of the Purchase Agreement for the term outlined in that document.

III. Duties and Responsibilities of Calvin Crest to MRV Presbytery

- a. The Board and its staff will maintain the real property, fixtures, equipment, and tangible assets of Calvin Crest in good working order and repair, and will make improvements as finances allow and need requires.
- b. If at any time Calvin Crest is formally dissolved, declares bankruptcy, or has a receiver appointed, its real and personal assets remaining after provision for payment of valid debts and liabilities shall revert to Homestead or its successor as outlined in the Purchase Agreement.
- c. The Board agrees to operate Calvin Crest according to its by-laws. Calvin Crest will provide to MRV Presbytery an annual financial review report, prepared according to its by-laws and in compliance with the requirements of its incorporation, along with periodic updates as necessary, appropriate and reasonable pursuant to request by MRV Presbytery.
- d. A majority of the Board shall be members of local congregations in good standing and may include other members with skills or connections that benefit Calvin Crest. Board members will recruit and elect members and will make public a list of new members annually.
- e. Calvin Crest, through its Board and staff, agrees to provide programming and leadership to uphold the historic and present focus of the Reformed tradition.
- f. Calvin Crest agrees to cooperate and collaborate with other MRV Presbytery entities including participation on committees or teams as requested and available, seeking ways to support MRV Presbytery and its member congregations and its other

organizations and institutions through programs and opportunities which address training and programming needs of Homestead and its member congregations.

- g. A representative of Calvin Crest shall attend Presbytery meetings and make reports as needed or requested.

IV. Duties and responsibilities of MRV Presbytery to Calvin Crest

- a. MRV Presbytery provides Calvin Crest an affiliation with the Presbyterian Church (USA) and recognizes Calvin Crest as an entity related to MRV Presbytery through this covenant. MRV Presbytery encourages the full use of Calvin Crest by Presbyterian individuals and congregations. MRV Presbytery recognizes Calvin Crest as one of its Presbyterian entities providing a variety of programs, including ecumenical programs.
- b. MRV Presbytery agrees to give Calvin Crest first consideration as a site for its programs each year and will also encourage congregations and individuals to give Calvin Crest first consideration for their programs, retreats and events.
- c. MRV Presbytery agrees to collaborate with Calvin Crest in planning and sponsoring events designed to meet the needs and support the mission of the Church.
- d. MRV Presbytery staff and leaders agree to support and interpret the mission of Calvin Crest by being well informed about its programs and policies.
- e. MRV Presbytery, through its Nominating team, agrees to receive for review the slate of newly elected Board members or individuals as are periodically provided by the Board.
- f. MRV Presbytery agrees to provide an opportunity for Calvin Crest representation and participation at Presbytery meetings.
- g. MRV Presbytery agrees to support Calvin Crest through inclusion of financial support in its annual budget as it is able. MRV Presbytery agrees to encourage all MRV Presbytery congregations to participate in the financial support of Calvin Crest.
- h. MRV Presbytery agrees to allow opportunity for Calvin Crest representation and fundraising efforts in the churches and among the individuals in those churches as approved by each session.
- i. MRV Presbytery agrees to honor donor wishes in terms of any assets designated for Calvin Crest and channeled through the Presbytery.

V. Term, Review and Renewal of Covenant Agreement

- a. The initial term of this Agreement shall be five years. The parties, and any successors thereto, shall review this Agreement and any Addendum thereto, following the conclusion of Year four (4) and may reaffirm and renew this Agreement and any Addendum thereto, to be executed following the conclusion of the current term.

VI. Agreement Effective Date

- a. By executing this document through signature of appropriate representatives, the parties agree to all terms found herein. The parties and any successors thereto may amend this Agreement at any time in accordance with the laws of the State, Federal law, by-laws governing the respective parties and their successors if any.

VII. Successors, Heirs and Assignments

- a. This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns by mutual written agreement to the same extent as if specified at length throughout this Agreement.

IN WINESS WHEREOF, the parties sign this Agreement,

MISSOURI RIVER VALLEY PRESBYTERY

**CALVIN CREST CAMP,
CONFERENCE AND RETREAT
CENTER, INC.**

By: _____

By: _____

Date: _____

Date: _____