



## MyRec.com Recreation Management Software STANDARD AGREEMENT

This Agreement is made 19<sup>th</sup> day of October 2023 between:

Business Name ("Client"): Northern Virginia Soil and Water Conservation District

**Purchase Order Number:**

Having its principal place of business at:

Address: 12055 Government Center Parkway (Suite 905)

City: Fairfax State: VA Zip: 22035

Phone: (703) 324-1460

And

Business Name: MyRec.com

Having its principal place of business at:

PO Box 302

City: Killington State: VT Zip: 05751

Phone: 866-466-9732 Fax: 802-440-3074

Email: info@myrec.com

In consideration of Client retaining MyRec.com to provide recreation management software with online registration for Client, it is agreed as follows:

### 1. Compensation and Terms

The above-named Client retains MyRec.com, and MyRec.com agrees to perform the following services: Recreation management software with online registration. Client is solely responsible for all data entered into the software.

Term shall be February 1, 2024 to January 31, 2025 and will renew each year thereafter with Client's approval.

The following fees shall apply:

### Annual System Fees: \$3,295.00

**Total: Annual Fee based on over \$25,000.00, but under \$100,000.00 in clients annual revenue: \$3,295.00**

Fee is based on annual revenue and will change each year accordingly. Fee includes: Web based software with training & support, program management, online registration portal/website, facility scheduling, reservations, memberships with card scanning, financial reporting, team management, email marketing, after school/camp programming, point of sale inventory, domain, hosting, SSL, and more. \*Annual System Fees may change. Client will be notified a minimum of 6 months prior to fees taking effect. Client is responsible for executing an agreement with a MyRec.com approved credit card processor for online payments. **There are no other annual software fees. Includes Free one-time Custom Site Design!**

### 2. Warranties by MyRec.com

MyRec.com represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

### 3. Independent Contractor



MyRec.com acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

#### 4. Confidentiality

MyRec.com recognizes and acknowledges that this Agreement creates a confidential relationship between MyRec.com and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

#### 5. Non-Disclosure

MyRec.com agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

#### 6. Grant

Client agrees that copyrights to MyRec.com's work product produced in the performance of this Agreement shall remain the exclusive property of MyRec.com, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without MyRec.com's prior written consent. Any rights granted to Client under this Agreement shall not affect MyRec.com's exclusive ownership of the work copyright.

IN WITNESS WHEREOF, Client and MyRec.com have duly executed this Agreement as of the day and year first above written.

#### MyRec.com

Name: Ian Woulfe

Title: Chief Executive Officer

Date: 10/19/2023

Signature:

#### NVSWCD

Name:

Title:

Date:

Signature:

#### Billing Information

Name: Heather Shackley

Address: 12055 Government Center Parkway

City: Fairfax

State: VA

Zip Code: 22035

E-Mail: heather.shackley@fairfaxcounty.gov