

EHUDL, LLC
15320 96TH PLACE NORTH
MAPLE GROVE, MN, 55369

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of the 17th of August 2021, between the City of Pasco, referred to as "Customer" and Ehudl, LLC "Contractor".

CUSTOMER AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

SCOPE OF WORK

- Contractor certifies that it is a company trained and qualified to perform services for Customer as Esports Leagues & Camps.
- Contractor agrees to perform the classes and camps that will be submitted to Customer. Classes will be held virtually.
- Contractor agrees all registration will take place through Customer.
- Contractor will acquire, repair and maintain at Contractor's sole cost and expense such equipment as Contractor needs for performing this Agreement.

COMPENSATION

Customer agrees to pay Contractor for the performance of such services, the sum of 70% of collected registration fees. Refunds to participants are at the discretion of Customer.

COMPLIANCE WITH ALL LAWS

Contractor, in the conduct of the services contemplated, will abide by all applicable Federal, State, and local laws and regulations.

Contractor covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.

INDEMNITY

Contractor agrees to indemnify, defend, and hold Customer harmless from and against any and all claims, actions, damages, costs (including without limitation, reasonable attorney's fees), injuries, or liability arising out of this agreement, or its performance.

INDEPENDENT CONTRACTOR

Customer and Contractor agree that Contractor is an independent contractor and has control of all work and the manner in which it is performed. Contractor is not an agent or employee of Customer.

INSURANCE

The Contractor will provide the Customer with a "Certificate of Insurance" with an attached endorsement indicating that the City of Pasco is an additional insured. Contractor agrees to provide Customer with the certificate 14 days prior to the start of class. Insurance Requirements: Contractor will carry and pay all premiums upon a policy of **General Liability Insurance the sum of \$1,000,000 (one million) combined single limit (CSL) and an attached endorsement indicating that City of Pasco is an additional insured.**

REQUIRED DOCUMENTS

- Contractor will provide Customer with a copy of their business W-9 14 days prior to the start of class.
- Contractor will provide Customer with a copy of their business license (if applicable) 14 days prior to the start of class.

TERMINATION

Contractor understands that Customer may cancel this Agreement at any time for any reason and that Customer will pay Contractor only for the time through the date of termination.

PHOTOGRAPH/VIDEO/INTERVIEW/SOCIAL MEDIA RELEASE

Contractor authorizes Customer to publish photographs and/or videos and/or written or quoted statements taken of/from Contractor and/or Customer Participants, and Contractor and/or Customer Participants name and information provided in an interview, in connection with the publicizing/promotion of Customer, its services, including, but not limited to, newsletters, flyers, publications, websites, social media, public service announcements, news releases, and feature articles. Contractor agrees that such reproduction may be edited as desired and used in whole or in part for any and all print, audio-visual, multimedia, online, and/or exhibition purposes in any manner or media, in perpetuity, throughout the world. Contractor and/or Customer Participants understand that he/she/they have no rights to any benefits derived therefrom. Contractor and/or Customer Participant releases Customer from any expectation of confidentiality for himself/herself/themselves. Contractor and/or Customer Participant understands that there is to be no remuneration for the use or reproduction of said photographs/video/interview information. Contractor and/or Customer Participant further agrees that he/she/they and/or any minor child/ward have no rights of ownership whatsoever.

RELEASE OF INFORMATION, CONFIDENTIALITY, & OWNERSHIP OF DOCUMENTS

All rosters, emails, participant addresses and contact information, and any other such information or documents compiled by Customer and provided to Contractor, shall remain the property of Customer. Contractor shall not release such information to others without the prior written authorization by Customer. The Contractor shall not use such information for any other purpose than that authorized by the Customer. All rosters, emails, participant addresses and contact information shall be used by Contractor solely for administration of Customer programs and performing Customer business. Contractor shall take reasonable steps consistent with the law to prevent distribution of such information.

LIVE SCAN REQUIREMENT

The organization's staff/employees/contract service providers must satisfactorily complete and meet the clearance requirements of a **criminal history background check**. Contractor agrees to cover all costs of said Live Scan Services of organization staff/employees/subcontractors who have direct contact with Customer participants.

VIRTUAL PROGRAMMING

Contractor is required to set up the online streaming session and host the class and/or camp. The arrangement of the online streaming session will be performed by the Contractor and all costs associated with the online streaming service will be paid by the Contractor.

Customer staff will provide the Contractor with the attendance list as well as each attendees email

address. The Contractor is required to ensure that the students allowed in the class are the ones on the attendance list. Customers reserve the right to observe any online streaming class at any time for quality control.

MISCELLANEOUS

- Contractor agrees to not procure the services of a substitute instructor without Customer’s prior approval.
- Contractor understands and agrees that Customer may execute this Agreement with a facsimile signature. Such facsimile signatures will be treated in all respects as having the same effect as an original signature.
- Minimum acceptable class size: varies by class/camp
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- This contract will expire August 17th 2022
- At and/or near contract expiration date, a new contract for the next year may be issued.

PROGRAM DETAILS

- Participants will register through Customer. Once registered, Customer will email Contractor the following:
 - Participant’s name and ages
 - Player or parents email address (must be parents email address for children 12 years or younger)
 - Player or participant cell phone number (must be parents number for children 12 or younger)
- Contractor will provide and utilize GamerSafer for identity verification technology to scale safety and fair play.
- Contractor will provide the below services to Customer:
 - Online league administration and management
 - Online day camps
 - Tech support for all users

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

CONTRACTOR

DATE

CUSTOMER

DATE

FORMS

- Insurance
- W-9
- Business License