

THIS AGREEMENT is made on [MONTH, DAY] 2019.

BETWEEN

1. Website Owner, the Client, [**YOUR CLUB**] and
2. Hosting/Software Provider, Pool Dues, **Pool Dues LLC**,

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to precede a longer-term contract arrangement under which Pool Dues will provide Web Hosting and software services on behalf of Client.

TERMS

Subject to the terms and conditions of this Agreement, Pool Dues will provide Web Hosting and software services for Client subject to the following terms:

1. Length of Service.

Client agrees to an initial twelve (12) month contractual term of service (“Term”).

2. Service Start Date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Pool Dues receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

3. Renewal by Client.

This Agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client’s account.

COST

Cost will be **\$999** per year and includes the following:

- **Hosting on our dedicated Ionos.com server.** This server only has the Client's websites on it (as well as our own). Uptime averages over 99.95%
- **The initial setup** through a Staging Site (for example *clubname.pooldues.com*), which will then be used for Client's main domain whenever the Client is ready to switchover.
- **SSL certificate and Daily Backups** once the Client website is fully hosted by Pool Dues. *As a subdomain it is secured under the Pool Dues SSL certificate*
- **Security and Plugin** updates as well as automatic updates of our own software
- **An e-commerce store** where payments are received directly to the Client's Paypal account
- **Phone Support and Email Support whenever you need it**
- Use of our **iOS and Android Member Apps** - to allow Member's to self check-in / read club news / reserve tennis courts (if applicable).
- Use of the website's **Front Attendant Mode** so Client staff can manually check in Members before enter the club.
- **Access for approved Board Members to the website's Board Member Dashboard**, so they can self-manage memberships, add primary accounts or sub-accounts for members to check into the pool, update Client news, create products, see / export revenue reports (by product or customer), change settings to customize the site, etc.
- **Access for Client's Members to the Member Dashboard.** This is a section of the website for currently active members, verified by entering an email and 4 digit PIN. This section can include member-only news / documents, court or pavilion reservation links, tools for members to self-manage their accounts (for example, change PIN), and optionally enter information into a consent-based member directory. No functionality on the website requires members to provide personal information to other members. In some cases, member names could be viewable to other members based on their actions, for example, if they checked into the pool and **opted to share** that to other members via the Member Only app. If your club allows members to self-check, a list of member names is scrollable on our iPad app, or searchable when running Front Attendant Mode without a gate attendant present.
- **White-labeling** all transactional email from the website through Mandrill (a MailChimp service). This includes invoices, purchase receipts, PIN or password

reminders, or anything else sent from the server. This service increases the chances the mail will not end up in a Junk folder.

- **New Features** as soon as they are available.

FEATURE REQUESTS OR CHANGES

If certain software features do not conform to the Client by-laws we will do our best to address that in a reasonable amount of time, whether that be with a new setting made available to all our clients, or a custom-coded solution for your club. We also welcome feature requests that will make our software better for all our clients.

TERMS OF PAYMENT

Terms of payment are through a Paypal recurring payment (preferred), or check payment.

PROPRIETARY INFORMATION

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Pool Dues program, code or technology delivered to Client or any portion thereof.

CENSORSHIP

Pool Dues will exercise no control whatsoever over the content of the information passing through the network, email or web site.

WARRANTIES

Pool Dues makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Pool Dues also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by

Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Pool Dues is at Client's own risk, and Pool Dues specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Pool Dues does not represent guarantees of speed or availability of end-to-end connections. Pool Dues expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Pool Dues specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

TRADEMARKS AND COPYRIGHTED MATERIAL

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

TERMINATION

Pool Dues may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Pool Dues of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Pool Dues and Client.

DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

INDEMNIFICATION

Client shall indemnify and hold Pool Dues harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Pool Dues directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

APPROVAL

*Signed by and on behalf of **The Client***

Date

*Signed by and on behalf of **Pool Dues LLC***

Date

**Both parts must sign above and keep a copy for their own records.*