

Contract for Services

(FTR Hare Scramble Score Keeping maintenance services)

This contract for Hare Scramble score keeping maintenance is entered into between **Florida Trail Riders, Inc (FTR)** and [REDACTED] (**Provider**). Provider will provide FTR with event signup, scorekeeping, and equipment maintenance required by FTR. FTR and provider hereby agree to the following provisions:

1. **Scope of Work-** Provider is responsible for providing scorekeeping maintenance for FTR as specified in Appendix A. Said services shall be subject to change at any time during the term of this contract as mutually agreed upon by both FTR and provider. Any modifications to this contract for the services provided shall be approved by the FTR Executive Committee.
2. **Terms of Payment-** Provider shall be compensated as specified in Appendix B for the services provided FTR during the preceding period. Said compensation to be reviewed at any time the scope of work is modified.
3. **Confidentiality-** Provider agrees to treat as confidential, during the term of this agreement and thereafter, shall not divulge to any third party without the written consent of FTR, any confidential information disclosed or transmitted to him by FTR or any of its representatives or any investigated or conceived information by FTR in connection with the services performed by him hereunder.
4. **Independent Contractor-** Provider acknowledges and agrees they are an independent contractor and not an employee of FTR.
5. **Standard of Care-** The services provided by provider shall be performed for the exclusive benefit of FTR. The services provided, as specified in Appendix A, shall be consistent with the level of skill and competence ordinarily exercised by similar companies engaged in the providing of scorekeeping maintenance to off-road racing organizations.
6. **Indemnification** - FTR and Provider each expressly agree to indemnify the other and hold them harmless of and from any and all claims for personal injury, death or property damage, and any other losses, damages, charges or expenses, including attorney's fees, which arise or are alleged to have arisen out of, in connection with, or by reason of performance of work under this agreement.
7. **Official Contact** - Provider's official contact with FTR will be the FTR Executive Committee, with the Hare Scrambles Committee Chairman as the primary point of contact.
8. **Facilities, Equipment, Software and Supplies** - Facilities, equipment, software and supplies to be supplied by the Provider in the execution of this agreement as

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specified in Appendix C. Facilities, equipment, software and supplies to be supplied by FTR to Provider in connection with this agreement are specified in Appendix D. All facilities, equipment, software and supplies shall remain the property of the supplier and upon termination of this contract shall be returned to the respective party in the condition originally supplied, subject to normal wear and tear. Any supplies or equipment consumed in the normal use of business are excepted from the provision to return to the supplier. All requests for additional facilities, equipment, software or third-party services not specified in Appendix C or Appendix D shall be made to the FTR President. The FTR President is hereby authorized to approve/or deny such requests which cost \$500.00 or less (items requiring a continuing obligation shall be valued at its cost over 12 months for the purposes of the \$500.00 limit). Request in excess of \$500.00 shall be referred to the FTR Executive Committee for approval or denial.

9. **Reimbursement** - FTR will pay reasonable and customary expenses for provider to attend any meetings and functions required by FTR which are not included in the services to be provided under Appendix A. Mileage for these extra meetings and functions shall be paid at the current IRS rates.

10. **Term of contract** – The term of this contract shall be 2 seasons (2024-25 thru 2025-26), with review by both parties between seasons for changes or termination of the contract. Either party shall have the right to terminate this contract at any time with 60 days written notice to the other party. Final pay may be withheld until the return of facilities, equipment, software, and supplies is made pursuant to paragraph 8 above.

Accepted and agreed to:

Florida Trail Riders, Inc.

Randy Faul, FTR President

Date: _____

Provider

Signature: _____

Date: _____

Printed Name: _____

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Appendix A

Hare scramble scorekeeping maintenance services supplied by provider

- Maintain FTR trailer, all sign up and scoring equipment, including hardware and software, radios, and any other equipment entrusted to your care. Assure that all equipment is fully operational before each event. Arrange for repairs and/or replacement equipment, as necessary (as indicated in paragraph 8 above).
- Keep trailer supplied with all materials needed to sign up and score participants at the Hare Scramble events.
- Arrive at all Hare Scramble event sites no later than 11:59 PM on Friday night to set up for sign-up and scoring. Provider must remain on-site until all scoring is been completed, all protests settled, and all FTR equipment and supplies have been returned to the FTR trailer.
- Deliver the radios, fully charged, to the club for their use.
- Conduct event sign-up for all participants, including advance signup (pre-registration).
- Assure that all participants in the Hare Scramble events are scored, and record video of the finishing order to be used as back-up for scoring and resolving protests. Scorekeeper maintenance service will provide own backup scorekeeper to be trained and present at all Hare Scramble events. Provide coordination and personnel for sign-up crew.
- Work with the Hare Scrambles Chairman, Referees, and Scorekeeper to resolve protests and make the appropriate corrections and revisions to the scores of the series.
- Collect all FTR equipment before leaving the Hhare Scramble event.
- Provide all Hare Scramble scores for posting at the Hare Scramble event. Post all scores, including overall scores and promotion points to the website (done electronically from Moto-Tally website).
- Provide to business manager each race statistics for billing and documentation.
- Generate the advancement letters to all riders in all competition series as advancement criteria are reached.
- Strive to improve efficiency and minimize costs.
- Check membership for riders who have demoted themselves without proper authorization or attempting to ride in an incorrect class. Send all promotion letters to riders promptly.

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Appendix B

Compensation for services

Provider to be paid \$ per Hare Scramble event scored. Compensation is to be paid within the week prior to the event being scored. (Monday or Tuesday before the race weekend). No reimbursement for mileage will be paid under this contract.

If the Sunday races are canceled by the club or FTR, after the completion of the Saturday races, provider will receive 67% of the above compensation for this event. If and when the Sunday races are rescheduled provider will be compensated the remaining 33% for this completion of this event.

Appendix C

Facilities, Equipment, Software and Supplies supplied by provider

Provide vehicles capable of pulling FTR scoring trailer and FTR finish line chicane trailer to the events being scored.

Appendix D

Facilities Equipment Software and Supplies supplied by FTR

FTR scoring trailer and FTR finish line chicane trailer.

Computers and related scoring system, with software, to score event

Printer to print results

Tables, generators, and canopies for scoring chicane

Handheld and base station radios and repeater with antenna

Membership forms and insurance waivers (only events with the FTR provided insurance)

Wristbands

Transponders