

CONTRACT FOR ASSOCIATION MANAGEMENT SERVICES

This Contract for Association Management Services ("Contract") is effective as of March 10, 2017 between the Nevada Association of Corporate Counsel a not-for-profit organization incorporated as a Section 501(c)(6) organization in Nevada ("ACC Chapter") and Jennifer Ferderer ("Contractor"), as independent contractor.

For and in consideration of the parties' mutual covenants and the terms hereof, ACC Chapter and Contractor agree as follows:

1. INDEPENDENT CONTRACTOR

- A. ACC Chapter hereby retains Contractor to provide, and Contractor hereby agrees to provide, Association Management Services ("Services") for ACC Chapter as needed during the term of this Contract. ACC Chapter and Contractor acknowledge and stipulate that Contractor is an independent contractor under this Contract and not an agent or employee of ACC Chapter. Contractor will determine the necessary hours and method of providing the Services. Nothing in this Agreement shall prevent the Contractor with entering into agreements with others for the provision of other service so long as it does not conflict with Contractor's Service to ACC Chapter.
- B. Contractor shall be directly responsible for all costs of self-employment, including federal, state and local income tax payments for Contractor and any employees Contractor deems necessary, as well as any foreign tax payments. Contractor also shall be directly responsible for all returns and reports required by any governmental body, including charges or premiums for F.I.C.A., workers compensation insurance, unemployment insurance and other taxes (including penalties and interest). Contractor shall provide ACC Chapter with proof of such payment and/or filing on demand. Contractor shall apply for and acquire all federal, state or local tax numbers or approvals required for Contractor to operate such business and to collect and remit sales taxes as required. Contractor shall also apply for and obtain an employer tax identification number from the Internal Revenue Service.
- C. Contractor may subcontract out any portion of the Services, to be performed in accordance with this Contract. Contractor will be responsible for all charges for services by any such subcontractors out of the Contractor's Fee, defined below, and provided further that Contractor shall remain responsible for all Services performed, and liable for any failure to perform or inadequate performance by any such subcontractors as if Contractor had performed the Service itself.

2. TERM. The term of this Contract begins March 10, 2017 and will continue to March 9, 2018 unless terminated sooner as set forth in Sections 10 and 11.

3. SERVICES. Contractor represents that it has the requisite expertise, ability and legal right to render the Services and will perform the Services in an efficient, professional and timely manner. Contractor shall be primarily responsible for the day-to-day administration of ACC Chapter, including the performance of the responsibilities described in the Statement of Work attached hereto as Exhibit A.

4. **WARRANTIES.** Contractor warrants that (i) all Services will be performed in a timely and proficient manner, and will conduct business that protects and advanced the ACC Chapter's goodwill relationship with the public and its membership; (ii) all Services will be provided with the highest professional degree of care and skill; (iii) entering into this Contract does not violate any other contract, agreement or obligation with any other party or create a conflict; and (iv) the Services performed by Contractor shall not infringe upon any copyright, patent, trade secret or other proprietary right of any third party. In the event of a breach of any of the foregoing warranties, Contractor shall, in addition to any other remedies that may be available to ACC Chapter, supply Services to correct such defect at no cost to ACC Chapter.
5. **INDEMNIFICATION.** Contractor hereby agrees to indemnify and hold harmless ACC Chapter against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of Contractor in the performance and/or failure to perform Services including the negligent acts or omission of any contractor, subcontractor or any direct or indirect employees of Contractor.
6. **CONTRACTOR'S FEE.**
 - A. **Base Fee:** ACC Chapter will pay Contractor \$16.50 per hour which may be increased in the sole discretion of ACC Chapter.
7. **EXPENSES.**
 - A. ACC Chapter will pay for Contractor's reasonable out-of-pocket expenses actually incurred in providing the Services, such as mileage (at IRS rate), parking, photocopying, postage, and office supplies. Contractor shall maintain records of all expenses, including but not limited to copies of all receipts and/or purchase orders for such expenses. However, Contractor will not incur any expense in excess of \$100.00 without prior approval from ACC Chapter.
 - B. Contractor may not bind ACC Chapter to any contractual liability or monetary obligation, including but not limited to catering contracts and banquet orders needed in connection with arranging facilities for ACC Chapter activities, without the prior written approval of the ACC Chapter President, its Executive Board or Board of Directors.
8. **PAYMENTS.** ACC Chapter will pay monthly Contractor's fee and any request for reimbursement of authorized expenses within thirty (30) days after receipt of Contractor's invoice provided that such invoice is in compliance with the terms of this Contract.
9. **FACILITIES, EQUIPMENT**
 - A. During the term of the Contract, the following address and telephone number will be used by Contractor for ACC Chapter purposes:

- B. ACC Chapter will furnish Contractor with necessary financial software programs approved by ACC Chapter for Contractor's use in providing Services to ACC Chapter, and will remain the property of ACC Chapter. The Contractor will be responsible for providing all other equipment, materials, supplies, telephone service, fax and DSL service and software programs made available or paid for by ACC Chapter.
- C. All information, data, books and records generated by Contractor in providing Services under this Contract, will remain the property of ACC Chapter and will be used only for ACC Chapter purposes. Any ACC Chapter literature, membership applications, marketing brochures for ACC Chapter conferences and seminars, catalogs, folders and stationery provided to Contractor by ACC Chapter will also remain the property of ACC Chapter and only be used for ACC Chapter purposes.

10. DEFAULT

- A. ACC Chapter will be in default under this Contract if it fails to perform any of its obligations under this Contract and such failure is not corrected within thirty (30) days after Contractor gives written notice of such failure to ACC Chapter.
- B. Contractor will be in default under this Contract if Contractor fails to perform any of its obligations under this Contract and such failure is not corrected within thirty (30) days after ACC Chapter gives written notice of such failure to Contractor.
- C. Contractor will be in default under this Contract, without opportunity to cure, if Contractor: i) fails to materially perform any of its obligations under this Contract, ii) acts in willful contravention of law; or (iii) is charged with a felony or commits a crime of moral turpitude such as fraud or other crime involving dishonesty.

11. TERMINATION. This Contract may be terminated by either party at any time for any reason (or no reason) upon sixty (60) days' prior written notice to the other party. This Contract may be terminated by either party at any time upon two (2) days' prior written notice to the other party in the event of such other party's default under this Contract, as defined under Section 8 above (but termination of this Contract by reason of a default is cumulative with, and will not exhaust, any other rights or remedies the aggrieved party may have at law or in equity). In the event of any termination of this Contract, Contractor and ACC Chapter will fully cooperate with each other in good faith in the orderly transfer of all of ACC Chapter's property provided to Contractor by ACC Chapter, and all materials or supplies in Contractor's possession and paid for by ACC Chapter.

12. CONFIDENTIALITY.

- A. ACC Chapter and Contractor acknowledge that, in order to perform Services under this Contract, Contractor will have access to confidential or proprietary information from ACC Chapter and from former or current ACC members and sponsors (collectively, the "Confidential Information"). The Contractor shall hold in confidence and shall not disclose the Confidential Information to any person outside of its organization, involuntarily be required to do so by a court having competent jurisdiction. The Contractor shall use

Confidential Information only for the purpose for which it was disclosed by ACC Chapter to Contractor, and Contractor shall not use or exploit such Confidential Information for its own benefit or the benefit of another. The Contractor may disclose Confidential Information it receives only to persons within its organization, who have been advised of the confidentiality, have a need to know the Confidential Information in the course of performing their duties connected to the implementation of this Contract, and who are bound to protect the confidentiality of such Confidential Information.

- B. Contract agrees and acknowledges that the violation of this Section would cause irreparable injury to ACC Chapter, that the remedy at law for any violation or threatened violation there of would be inadequate, and that ACC chapter shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages.
- C. The provisions of this entire Section 12 shall survive the expiration or termination of this Contract.

- 13. INTELLECTUAL PROPERTY. Contractor agrees that any rights to any designs, ideas, or other intellectual property conceived or developed in the whole or in part by Contractor in the course of the provisions of the Services (the "Intellectual Property") shall be the property of ACC Chapter and Contractor hereby assigns to the Company all of Contractor's right, title and interest in such Intellectual Property and agrees to execute and deliver such further documents and instruments as may be necessary to effect such assignment.
- 14. NON-SOLICITATION OF MEMBERS. Contract acknowledges that ACC Chapter member base constitute an important and vital aspect of its organization. During the term of this Contract, following the termination of this Contract, Contractor agrees to not directly or indirectly, for the benefit of the Contractor or a third person or entity, solicit any of ACC Chapter's members for a competing legal association, organization or business, or otherwise induce or attempt to induce any such employees to terminate membership with ACC chapter or to other disrupt or interfere or attempt to disrupt or interfere with ACC Chapter relationships with such members.
- 15. ENTIRE AGREEMENT. This Contract, including Exhibit A attached hereto and incorporated herein by this reference, between ACC Chapter and Contractor constitutes the entire agreement between ACC Chapter and Contractor in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of ACC Chapter and Contractor, and there are no warranties, representations and/or agreements between ACC Chapter and Contractor in conjunction with the subject matter hereof except as specifically set forth or referred to herein.
- 16. MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties and may not be altered or amended except in a writing executed by the parties hereto. If any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Contract shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of Nevada and jurisdiction shall lie within the state of Nevada.

EXECUTED in multiple counterpart originals and effective as of the date first set forth above.



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| ACC Chapter Date: 3/10/17 Signature:  Name: Tara Young Title: President | Contractor Date: 3/10/2017 Signature:  Name: Title: Administrator |
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Exhibit A: Statement of Work

The terms of this Statement of Work (“SOW”) are governed by an Association Management Services Contract (Contract) by and between ACC Chapter and Contractor identified, dated as of: March 10, 2017

In the event of any ambiguity between the terms of this SOW and the terms of the Contract, the terms of the Contract shall prevail.

Name of Contractor: Jennifer Ferderer

Date of Statement of Work: March 10, 2017

Services:

1. Professional Administration and Governance Support of ACC Chapter:
 - a. Respond to all inquires and correspondence directed to ACC Chapter.
 - b. Act as liaison between ACC Chapter and ACC Headquarters and membership on routine questions and membership information.
 - c. Manage ACC Chapter’s sponsor relationships to establish and maintain goodwill and resolve potential concerns or issues.
 - d. Manage ACC Chapter’s vendor relationships to ensure effective service performance at appropriate cost.
 - e. Establish and maintain files for ACC Chapter records, contracts, etc.
 - f. Prepare and/or assist with the preparation of ACC Chapter Reports
 - i. Monthly Financial Reports
 - ii. Annual ACC Chapter Activity Report
 - iii. Annual Board Reports