

SOFTWARE DEVELOPMENT CONSULTING AGREEMENT

1. **THE PARTIES.** This Consulting Agreement (the "Agreement") is made effective as of March 1st, 2023 by and between:

Consulting Agency: Robin Walker Enterprises with a mailing address of 2421 N Bellview, Mesa, Arizona, 85203 (the "Consulting Agency"), and

Client: International Gay Rodeo Association with a mailing address of P.O. Box 460504, Aurora, CO, 80046 (the "Client").

2. **SERVICES.** The Consulting Agency agrees to provide the following Service(s):

Design, development and delivery of an enterprise rodeo event management system in the form of a web application as outlined in the document, "RodeoLogic Event Management System for IGRA Proposal #001-Rev02" dated October 27th, 2022.

(the "Services").

3. **TERM.** The Services shall commence on March 1st, 2023 and end upon completion of Services performed.
4. **COMPENSATION.** In consideration for the Services provided, the Consulting Agency is to be paid at the rate of \$75 per hour.
5. **PAYMENT METHOD.** The Consulting Agency shall be paid, in accordance with Section 4, in check form. After the initial period of work lasting ten weeks and covered by the initial retainer, invoices will be mailed by-weekly covering hours logged by the development team over the previous two weeks. Payments shall be made upon the client receiving an invoice from the Consulting Agency.
6. **RETAINER.** The Client is required to pay a Retainer in the amount of \$15,000.00 to the Consulting Agency as an advance on future Services to be provided.
7. **MILESTONES.** Please refer to page 14 of project proposal for milestone details.
 - a) Milestone #1: Environment install, configuration & burn-in to be completed between three and four weeks following project commencement date.
 - b) Milestone #2: Database schema development & finalization to be completed between ten and fourteen weeks following project commencement date.
 - c) Milestone #3: Web application delivery and deployment to be completed between nineteen and twenty-six weeks following project commencement date.
8. **EXPENSES.** The Client shall be responsible for all server hosting expenses, software licensing expenses or other expenses arising from the procurement of products or services

required to implement the enterprise system. These are not expected to extend beyond server hosting, but if any additional procurement requirements avail themselves, the Consulting Agency will notify the Client for approval before making any expenditures.

9. PAYMENT STRUCTURE. *Please refer to page 14 of project proposal for payment structure details.*

- a) Project initiation/retainer: \$15,000.00
- b) Logging of billable hours for bi-weekly billing will begin ten weeks following project commencement date, after which invoices will be sent bi-weekly.

10. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by the Consultant or the Client by written notice to the other party with at least 30 day's notice. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement.

11. DISPUTES. If any dispute arises under this Agreement, the Consulting Agency and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree on any mediator, or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation.

12. WARRANTY. The Consulting Agency will address system issues discovered and reported by the Client

- a) Any features or behaviors built to specification then delivered, deployed and operating correctly on the initial production launch date – which subsequently malfunction at a later date no later than six months following the initial production launch date, will be remediated without additional charge.
- b) Any system issues needing addressing which are outside the scope and specification delivered at initial production launch date will require change requests and considered net new billable work.

13. RETURN OF RECORDS. Upon termination of this Agreement, the Consulting Agency shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to the Client's business.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. INDEPENDENT CONTRACTOR STATUS. The Consulting Agency, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consulting Agency's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consulting Agency agrees and represents that:

- a) The Consulting Agency has the right to perform Services for others during the term of this Agreement;
- b) The Consulting Agency has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- c) The Consulting Agency shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;
- d) The Consulting Agency has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
- e) The Consulting Agency's employees or personnel shall not be required to wear any uniforms provided by the Client;
- f) The Services required by this Agreement shall be performed by the Consulting Agency's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consulting Agency;
- g) The Consulting Agency's employees or personnel shall not receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and

16. STATE AND FEDERAL LICENSES. The Consulting Agency represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

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- l) The Consulting Agency's employees or personnel shall not be required to wear any uniforms provided by the Client;
- m) The Services required by this Agreement shall be performed by the Consulting Agency's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consulting Agency;
- n) The Consulting Agency's employees or personnel shall not receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and

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22. INDEMNIFICATION. The Consulting Agency shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Consulting fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or by Consulting Agency's failure to perform or comply with any requirements of this Agreement including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights. The Client reserves the right to retain whatever funds which would be due to the Consulting Agency under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

23. CONFIDENTIALITY & PROPRIETARY INFORMATION. The Consulting Agency acknowledges that it will be necessary for the Client to disclose certain confidential and

proprietary information to the Consulting Agency in order for the Consulting Agency to perform their duties under this Agreement. The Consulting Agency acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consulting Agency will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by the Client for the Consulting Agency to use;
- b) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consulting Agency's Services to the Client.

Upon termination of the Consulting Agency's Services to the Client, or at the Client's request, the Consulting Agency shall deliver all materials to the Client in the Consulting Agency's possession relating to the Client's business. The Consulting Agency acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

24. ASSIGNMENT AND DELEGATION. The Consulting Agency may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor (the "Subcontractor"). The Consulting Agency recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consulting Agency shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consulting Agency shall be made liable.

25. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Arizona.

26. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

27. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and the Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written hereunder.

Consulting Agency Owner's Signature:  Date: 3/20/23

Print Name: Robin Walker, Jr.

Client's Signature: _____ Date: _____

Print Name: _____

