#### Contract for Services

This contract for Serv	vices is entered into on	between Florida Trail Riders, Inc. (FTR)
and	( <b>Provider</b> ). Provider will	provide FTR with the services required by FTR.
FTR and Provider her	rehy agree to the following provis	ions:

- Scope of Work Provider is responsible for providing business management and support
  services 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 to FTR during the preceding period. Said compensation to be reviewed at least annually and at any time the scope of the work is modified.
- 3. Confidentiality Provider agrees he/she shall treat as confidential, and during the term of this agreement and thereafter, shall not divulge to any third party without written consent of FTR, any confidential information disclosed or transmitted to him/her by FTR or any of its representatives or any investigated or conceived information by FTR in connection with the services performed by the Provider hereunder.
- 4. Independent Contractor Provider acknowledges and agrees he/she is 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 Generally Accepted Accounting Practices (GAAP), business management and public relations professions under similar circumstances and conditions.
- 6. Indemnifications FTR and Provider each expressly agree to indemnify the other and hold 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 connections with, or by reason of the performance under this Agreement.
- 7. Official Contact Provider's official contact with FTR will be the FTR Executive Committee, with the FTR President 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 are specified in Appendix C. 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 contact 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 course of business are excepted from the provision to return to 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 continuing obligations shall be valued at its cost over 12 months for the purpose of the \$500.00 limit). Requests 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 all meetings and functions requested by FTR which are not included in the services to be provided under Appendix A. Mileage shall be paid at the current IRS rates.
- 10. Term of Contract —The term of this contract shall be one year, commencing on <a href="July 1, 2024">July 1, 2024</a>. The contract shall automatically renew for up to one successive term unless written notification of intent not to renew is made at least 60 days in advance of contract termination. Either party shall have the right to terminate this contract at any time with 60 days written notice to the other party. Final payment may be withheld until the return of facilities, equipment, software and supplies is made pursuant to paragraph 8 above.

### Appendix A

Business Management, Accounting and Support Services Supplied by Provider

- 1. Ail accounting duties will be performed in accordance with Generally Accepted Accounting Principles (GAAP).
- 2. Perform all purchases and disbursements as directed by the FTR Executive Committee or FTR Treasurer, or directed and approved by the FTR President.
- 3. Deposit and record all the monies (including, but not limited to, credit card payments) received by FTR within 2 business days or receipt. Invoice all charges and fees imposed by FTR and all sales by FTR within 5 business days. Event invoices and any reimbursements will be reconciled and sent to clubs within two business days after all the information was received by email or the U.S. Postal Service.
- 4. Record and maintain accounting records of all financial transactions entered into by FTR.
- 5. Maintain a current list of accounts receivable and utilize reasonable efforts (at least every 15 days) to promptly collect all receivables. No accounts receivable will be allowed to be more than 30 days old unless specifically annotated reasons apply, and both the FTR President, Treasurer have been notified of this situation. This includes, but is not limited to, confirming that all sanction fees and magazine advertising charges have been collected, clubs have been invoiced for insurance pre-payments, and providing monthly accounting reports to the Executive Committee.
- 6. Monthly reports to the Executive Committee will include as a minimum: check register, bank reconciliation, copy of bank statement, balance sheet. Income statement, accounts receivable and accounts payable listings, and report on the invoices issued for ads appearing in each FTR magazine. These reports will be provided no later than the 10<sup>th</sup> of the following months.
- 7. Accounting records shall be maintained using QuickBooks Online software in accordance with GAAP. All payments and receipts must be entered into QuickBooks Online software within 5 business days of payment/receipt as specified above.
- 8. Immediately advise the Executive Committee in writing whenever required services have not been accomplished within the timeframes specified by contract.
- 9. Provide additional reports and analysis to the Executive Committee as requested.
- 10. Assist the Executive Committee in preparation of the annual budget.
- 11. Ensure that the ERS Form 990 is completed each year, signed and submitted to the IRS by deadline.
- 12. File the annual Florida Corporation Report.
- 13. File all applicable sales tax filings quarterly.
- 14. Administer Membership Records Record and maintain membership records. Process new and renewal membership requests. Provide all renewing members with a membership cards, welcome letter and FTR stickers. Provide the sponsors of all FTR sanctioned events with a current membership list and supplies with which to sign-up new members and any pertinent insurance information as directed by the insurance provider.
- 15. Coordinate with the FTR Executive Committee, the FTR Magazine Editor and other FTR Committees to publicize and market the FTR, its programs and services to appropriate

- audiences. Work with other organizations, as appropriate, to establish partnerships that benefit the FTR and its members.
- 16. General Administrative Tasks Provide phone, email or text support for membership questions and complaints. All inquiries must be responded within two business days. Update rulebook for all rule and constitutional changes properly approved by the applicable Committee, Board, or General Membership. Publish updated rulebook annually or as directed by the Executive Committee. Maintain records of all correspondence. Check post office box on a regular basis, preferably daily, but not less than twice a week. Arrange for insurance for all sanctioned competition events for which the promoter/club elects to use FTR insurance. Ascertain that all sanctioned events have adequate insurance as specified in the rulebook, with FTR listed as an additional insured, in sufficient time to cancel sanction should proof of insurance not be provided. Maintain adequate supplies of FTR stickers, laminating cards, letterhead, envelopes, FTR arrows and scorecards. Keep the information on the FTR web site up-to-date.
- 17. Support the Banquet Committee and other volunteers, as needed, by assisting in determining a site for the Banquet, negotiating the contract, ordering trophies and awards, and printing the program. Attend banquet and provide support requested by Banquet Chair Person.
- 18. Provide suitable office space to conduct the above services (home office acceptable).
- 19. Any duties that are within the scope of any positions of the Executive Committee members per the FTR rulebook will be advised by the Provider of any actions taken by the Provider on behalf of the Executive Committee member.
- 20. Any tasks or actions, will not be performed unless approved by the Executive Committee.
- 21. Attend all Board of Directors meetings unless directed otherwise by the Executive Committee or President.
- 22. As the contact/liaison between FTR and AMA the business manager will provide AMA the event schedule for publishing, awards, updates and any other information to keep FTR updated.
- 23. Work schedule will be Monday— Friday gam —4pm.
- 24. Comply with established records retention policy.
- 25. Submit a cost benefit analysis to the EC for any contracts or leases prior to signing.

# Appendix B

Compensation for Ser	vices
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Provider shall be paid \_\_\_\_\_ monthly as the end of each month during the term of this
agreement. If this contract should begin or end at any other time other than the 1<sup>st</sup> or end of the
months, appropriate allocation shall be made based of the number of days covered by this contract
versus total number of days in the month.

# Appendix C

Facilities, Equipment, Software and Supplies Supplied by Provider

 Suitable office space (suitability of office space to be determined by FTR President), utilities, and internet connection.

#### Appendix D

Facilities, Equipment, Software and Supplies Supplied by FTR

- Postage meter and postage
- Wireless credit card machine
- Computer
- External hard drive for backup
- Laser Printer and copier
- QuickBooks Online for maintaining general fund accounting
- Current version of Microsoft Word, Excel, Adobe Acrobat or any software program needed to perform the office duties per EC approval.
- FTR cell phone and account for one line currently 352-538-6291
- Storage facility rental size and location subject to EC approval
- P.O. Box rental size and location subject to EC approval
- Laminator
- FTR decals for new and renewal memberships
- Membership card blanks and laminator sheets
- Reimbursement for specific office consumables such as copy paper, letterhead, envelopes, toner and ink, labels, storage boxes, etc.
- Website and offsite hosting

For FTR:		
Sign:	Date:	
Printed Name & Title:		
For Provider:		
Sign:	Date:	
Printed Name & Title (if applicable):		