

This Agreement is made and entered into as of the 8th day of February 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Christian County Schools (hereafter "CCS"). The parties hereby agree as follows:

**1. Obligations of the Parties**

RST and CCS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

**2. Commencement of Contract**

The Services shall begin on TBD.

**3. Terms of Contract**

As delineated in Attachment A.

**4. Limitation of Liability**

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

**5. Notices**

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:  
rSchoolToday  
550 North Reo Street, Suite 300  
Tampa, FL 33609

If to CCS Billing Address: TBD

**6. Governing Law**

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**7. General Provisions**

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate,

successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

**8. Force Majeure**

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

**rSchoolToday (RST)**

By: \_\_\_\_\_

Name: Ray Dretske

Title: President and Co-Founder

**Christian County Schools (CCS):**

By: \_\_\_\_\_

Name:

Title:

PO Number:

Email:

Phone Number:

Billing Address:

**Attachment A**  
**Services, Terms and Grants**

**1.0) Services**

RST will provide the following services to CCS for use in facilitating more efficient operations:

VNN SportsHub Site

**2.0) Costs**

**2.1) VNN SportsHub Website**

No Ads - School has full ads control.

One-Time Setup Fee

\$500

Annual Rate

\$2000

**Total Year 1 Cost:**

**\$2500**

(Subsequent years \$2000 yearly fee)

**2.2) VNN Custom Premier with Athlete Cutouts Annual Program**

One-Time Setup Fee

\$N/A

**Total Year 1 Cost:**

**\$N/A**

**Customer Support & Technical Support**

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

**Training**

Training costs are not included in the total above because we can't know how much training you will want. We offer instructor-led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed. We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchoolToday product platform.

**Training Costs:**

- On Site Training - Half Day (3-4 hours): \$500 + travel
- On Site Training - Full Day (6-8 hours): \$900 + travel
- Web Conference Training: \$80 per hour

Senior Trainers are highly experienced trainers across many different rSchoolToday Products. They are highly recommended in cases where you are implementing multiple rSchoolToday programs at once.

**Senior Trainer Costs**

- On Site Training - Half Day (3-4 hours): \$600 + travel
- On Site Training - Full Day (6-8 hours): \$1080 + travel
- Web Conference Training: \$95 per hour

Travel expenses for on-site training will be billed separately and include hotel, mileage, food, airfare (if applicable). It will also include \$35/hr for travel time when the round trip exceeds 1 hour.

### **3.0) Cost and Grant Summary**

|                                |                  |
|--------------------------------|------------------|
| <b>Total Amount:</b>           | <b>\$2500.00</b> |
| <b>Net Year 1 Cost to CCS:</b> | <b>\$2500.00</b> |

### **4.0) Included with the Service**

rSchoolToday™ is a hosted service that CCS purchases from RST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth\*
- Unlimited Disk Space\*

\* Based on "usual and customary" usage.

### **5.0) Ownership and Copyright**

RST owns all rights to the rSchoolToday services and CCS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. CCS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. CCS agrees to allow rSchoolToday to provide public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with CCS.

rSchoolToday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchoolToday applications that store student data. It may be updated as state laws change.

#### **6.0) Term of Agreement**

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

#### **7.0) Payment**

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST)  
550 North Reo Street, Suite 300  
Tampa, FL 33609  
Business Office Phone: 952-960-4999  
Business Office Fax: 763-592-8039  
Business Office Email: [finance@dwebsite.net](mailto:finance@dwebsite.net)

**NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT [contracts@rschooltoday.com](mailto:contracts@rschooltoday.com) IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.**



## SERVICE AGREEMENT

Agreement made this **15th** day of **February 2024** by and between **Christian County Schools** ("School" or "Team") and **SID Services, LLC** ("Servicer") or ("SID").

Servicer is an independent Company possessing certain sports information department & IT skills and abilities and is willing to provide hands on Servicing and advice to the school-team that the School -Team needs for a Sports Information Director.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and other valuable consideration, and in consideration of the mutual terms, conditions and covenants hereinafter set forth, School-Team and Servicer agree as follows:

1. The School-Team hereby engages the Servicer as an independent contractor, and the Servicer hereby accepts servicing responsibility for such sports information servicing.
2. The term of this Agreement shall commence on **February 15, 2024**, and shall renew for a full 12 months on the **anniversary date** unless first terminated by either party upon **30 days written notice** prior to **February 8, 2024**. Termination may be with or without cause. In the event terminated the termination shall be effective at the end of the second month following notice of termination.
3. SID shall provide School-Team "hands on" SID services and advice. Servicer shall provide advice on schedules, rosters, images, and related matters but, is not responsible for nor required to make any final decision on any such matters. School's Athletic Director (AD) or team representative shall have the final decision on all matters. Servicer is acting solely as an independent Agent with respect to all services rendered pursuant to this agreement and shall not have any duty to School-Team other than its good faith best efforts. All detailed services agreed upon listed within Exhibit 1 - Statement of Services.
4. School-Team shall pay to Servicer and Servicer shall accept from the School -Team as full compensation for all services to be provided pursuant to this Agreement, the sum of **\$13,100.00** annually, payable upon signing hereof and upon each anniversary hereof.
5. Servicer shall provide the services on an "as needed" basis. Servicer shall devote such time, attention, and energies as are reasonably required by School-Team. Any request for and acceptance of such advice is exclusively the right and responsibility of the School-Team. Failure of School-Team to request services hereunder shall not void this agreement.
6. Servicer is an independent agency and may engage in other business activities provided, however, that Servicer shall not during the term of this Agreement solicit School-Team's employees on behalf of Servicer or another entity.
7. SID is an independent servicing agency, and nothing contained in this Agreement shall be deemed or interpreted to constitute the Servicer as an employee of the school, nor shall either party have any authority to bind the other. Servicers liability under this agreement is limited to an amount equal to one year's revenue received by Servicer under this agreement from the school.
8. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
9. Any disputes arising between the parties shall be resolved by arbitration.
10. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail, addressed to the party's last known address.

11. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**School-Team Address – Christian County Schools, 200 Glass Avenue, Hopkinsville KY 42240**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Athletic Director or Team Representative

Printed \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**SID Services, LLC**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
SID Services Representative

Printed Brandon Rogers Title SID

Email brandon@sid-services.com Phone 404-660-0672

## EXHIBIT 1 - STATEMENT OF WORK

This STATEMENT OF WORK (the "SOW") is made and entered into as of **February 15, 2024** (the "Effective Date"), by and between SID SERVICES ("SID SERVICES"), and **Christian County Schools** ("School-Team").

1. Services overview - SID to provide the sports information duties bulleted and listed below. All facilitation shall be completed within 72 hours of receipt of service fulfillment item information needed for completion. All fulfillment items are subject to change via the below protocols in line item 2. All SID items of request will be fulfilled within 72 hours of receipt and each request must include 100% of all materials or information needed to facilitate the request. All requests shall follow the protocols listed in line 2. The below services info both apply to & will appear on the school athletics site found via - **TBD**

The below services apply to all fall, winter & spring sports on the above listed school athletics site.

The below services apply to all team sports & all levels within each team-sport to include Varsity, JV & 9<sup>th</sup>.

The below services will be facilitated-updated on an annual basis.

The below services apply to any new teams, sports or levels added to the site.

The below services apply to any new documents, forms, PDFs, or links added to the site.

- ☒ **Input/Maintain all team schedules annually**
- ☒ **Input/Maintain all team rosters annually**
- ☒ **Update "Coaches Directory" - coaches list with contact information listed under school "More" tab**
- ☒ **Update all links to outside sites, vendors & other school information**
- ☒ **Update/Add all documents, forms or PDFs listed**
- ☒ **Add new links to outside sites, vendors & other school information**
- ☒ **Update-Maintain team photo or graphic on team page**
- ☒ **Add-Maintain each team's head coach info with email on team page**
- ☒ **Add-Maintain each team's links, forms, documents on team page**
- ☒ **All requested AD articles posted to the website & photos posted to the galleries**
- ☒ **Game Day Graphics - created & posted for all Varsity home, away & neutral site events for all sports**
- ☒ **Playoffs Graphics - created & posted for all playoff games for all sports**
- ☒ **Team Meeting Graphics - created by request, all team specific meetings, camps & tryouts**
- ☒ **Postseason Recognition Graphics - created by request, all postseason honors & awards**

2. SID information submissions and SID request protocol. All information needed by SID to include any details or related items to the above bulleted services must be emailed to the SID assigned representative listed in main agreement or submitted into the school-team designated Google form that will be sent to the school AD or team representative within 48 hours of the agreement sign date. If any changes, modifications, or alterations to the scope of this SOW are desired or required, a Change Order must be provided and approved. SOW agreed upon by SID assigned representative and school/team.

**School-Team – Christian County Schools**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Athletic Director or Team Representative

**SID Services, LLC**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
SID Services Representative

