



**Medinah Park District**  
Special Board Meeting Agenda  
June 4, 2025 6:00PM  
Connolly Recreation Center  
22W130 Thorndale Avenue, Medinah, IL.

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**AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Commissioners
4. Recognize Staff Present
5. Agenda - Changes and/or Approval
6. New Business
  - A. Resolution 25-10 – U.S Tennis Court Construction
  - B. Resolution 25-11 – MyRec.Com
7. Park Tour
8. Adjournment

## **RESOLUTION 25-10**

### **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE MEDINAH PARK DISTRICT AND U.S. TENNIS COURT CONSTRUCTION**

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**BE IT RESOLVED** by the Board of Park Commissioners of the Medinah Park District, DuPage County, Illinois, as follows:

**SECTION ONE:** That the Agreement between the Medinah Park District and U.S. Tennis Court Construction for repairs to the Thorndale Park tennis courts, dated June 18, 2025 ("The Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final approval by the Park District's attorney.

**SECTION TWO:** That the President and Secretary of the Medinah Park District are authorized to sign and attest, respectively, the Agreement on behalf of the District.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 4, 2025

APPROVED: June 4, 2025

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President

ATTEST:

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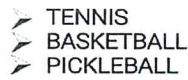
Secretary

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Medinah Park District, DuPage County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 25-10 enacted on June 4, 2025 and approved on June 4, 2025, as the same appears from the records of the Medinah Park District.

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Secretary



## PROPOSAL

DATE	QUOTE #
11/14/2024	2024.402

## CUSTOMER

Medinah Park District  
 22w130 Thorndale Ave  
 Medinah, IL 60157  
 Contact: Dan Touzio  
 Phone: number  
 Fax:  
 E-Mail: dan@medinahparkdistrict.org

## PROJECT

Thorndale Park  
 4 Tennis courts, Acrylic Resurfacing

Item	Description	Amount
Prep and resurface with acrylic color coat system	1 Remove embedded dirt and algae with a rotary power washer. 2 Rout, clean, and fill cracks with court patch binder 3 Level "bird baths" to reduce duration of standing water 4 Grind unlevel areas, Sand and pre-coat all patches 5 Apply 2 coats of sand fortified 100% acrylic resurfacer 6 Layout and apply 2 coats of each textured acrylic color in specified colors 7 Layout, mask, prime and paint 2" textured white lines. **Cracks will form where structural cracks have been filled in the fall of the same year if ARMOR is not included.  NOTE: DUE TO THE TOTAL AMOUNT OF LINEAR FEET OF CRACK, AND QUANTITY OF CRACKS THAT END WITHOUT INTERSECTING ANOTHER CRACK OR RUN OFF THE PAVEMENT, ARMOR IS NOT RECOMMENDED. SEE ADDITIONAL PROPOSALS FOR MORE LONG TERM REPAIR OPTIONS.  ALL CRACKS WILL RETURN IN THE FALL OF THE SAME YEAR THEY ARE FILLED. NO WARRANTY ON CRACKS, THEY WILL RETURN SMALLER AND EXPAND OVER TIME.	\$ 42,950.00
Contaminant removal	Below are recommended but not required for acrylic resurfacing 8 Drill out exposed pyrite and patch (ferrous metal at surfacer causing rust stains) Accept #8 ADD: \$1,600.00	
Tennis posts tennis nets	UNIT PRICING U-1 Furnish and install 1 pair of tennis posts ADD: \$600.00 each U-2 Furnish and install 1 tennis net and center strap ADD: \$325.00 per net.	
<b>TERMS:</b> Progressive billing Due upon receipt of invoice		<b>TOTAL Quoted</b> \$ 42,950.00 <b>TOTAL ACCEPTED</b> \$

Please list accepted items before returning

Example: 1-7, A-1 &amp; A-2

**NO GURANTEEE ON RETURING CRACKS. CRACKS WILL RETURN FOLLOWING A SIGNIFICANT DROP IN TEMPERATURE  
 UNLESS ARMOR CRACK REPAIR IS ACCEPTED.**

All work is covered by a one year warranty. All work is to be completed in a workman like manner in accordance with standard practices. Any alteration or deviation from the above outlined description involving extra cost will be executed upon written order and will become an extra charge over and above this estimate. Our employees are completely covered by workmen's compensation insurance. Certified payroll is available upon request.

\*\*\*\*ACCEPTANCE OF PROPOSAL\*\*\*\*

If the quotation is acceptable, please either submit a written purchase order, subcontract agreement, or sign and date this form. The signing of this form is an acknowledgement that the above scope of work, pricing, and conditions are satisfactory and are hereby accepted. And that U.S. Tennis Court Construction Co. is authorized to complete the work as specified. Quote valid for 60 days.

Prepared by:

Upon Acceptance Sign, \_\_\_\_\_ Date: \_\_\_\_\_

Michael Laniosz

Print Name &amp; Title \_\_\_\_\_

## **RESOLUTION 25-11**

### **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE MEDINAH PARK DISTRICT AND MY REC.COM**

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**BE IT RESOLVED** by the Board of Park Commissioners of the Medinah Park District, DuPage County, Illinois, as follows:

**SECTION ONE:** That the contract between the Medinah Park District and MyRec.Com for the purchase of registration software ("The Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final approval by the Park District's attorney.

**SECTION TWO:** That the President and Secretary of the Medinah Park District are authorized to sign and attest, respectively, the Agreement on behalf of the District.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 4, 2025

APPROVED: June 4, 2025

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Medinah Park District, DuPage County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 25-11 enacted on June 4, 2025 and approved on June 4, 2025, as the same appears from the records of the Medinah Park District.

\_\_\_\_\_  
Secretary



# 2025 MyRec.com Standard Agreement

**Prepared For \***

Steven Muenz

**Prepared By \***

Colleen Kinkade

**Date Presented \***

6/2/2025

This offer presented on 6/2/2025 is valid for 30 days (7/2/2025) or if executed.

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## MyRec.com Standard Agreement

This agreement is effective upon the signing of both parties.

**Purchase Order #**

### Parties

#### Client

**Customer Business Name \***

Medinah Park District (IL)

"Client"

Having its principal place of business at

#### MyRec.com

**Business Name \***

R.B. Productions, Inc. d/b/a MyRec.com

Having its principal place of business at

**Address \***

129 Burr Pond Rd, Pittsford, Vermont 05763

**Phone Number \***

(802) 465-9732

**E-mail Address \***

info@myrec.com

**Customer Address \***

22W130 Thorndale Ave.

Address Line 2

Medinah

Illinois



60157

**Phone Number \***

(630) 893-2560

**E-mail Address \***

Steven@medinahp;

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## Terms of Service

In consideration of Client retaining MyRec.com to provide recreation management software for Client, it is agreed as follows:

### 1. Term

The above-named Client retains MyRec.com, and MyRec.com agrees to perform the services described in Schedule A. This Agreement shall begin on the Effective Date and continue through the initial service term and each subsequent renewal term.

**Initial Service Term shall be 3 years from 6/1/2025.**

Unless and until either party gives 30 days notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for additional 1-year renewal terms.

### 2. Fees

The following fees shall apply:



<b>Annual System Fees:</b>	<b>Fee *</b>	<b>Start Date *</b>	<b>End Date *</b>
	\$5,605.00	6/1/2025	5/31/2026
	<b>Fee *</b>	<b>Start Date *</b>	<b>End Date *</b>
	\$5,605.00	6/1/2026	5/31/2027
	<b>Fee *</b>	<b>Start Date *</b>	<b>End Date *</b>
	\$5,605.00	6/1/2027	5/31/2028

For the initial service term, MyRec.com shall invoice the Client the Annual System Fees, due on the first day of the initial service term. For any renewal term, MyRec.com will invoice Client for the Annual System Fees at least 30 days before the renewal date, which shall be the last day of the then current term ("Renewal Date"). All Fees paid are non-refundable.

The Annual System Fees agreed upon herein are based on Client processing up to \$400,000.00 of revenue per year ("Predicted Processing Volume"), in accordance with the revenue-based fee schedule shown in Schedule B (the "Pricing Schedule"). The Annual System Fees will be adjusted as described in the following paragraph based on actual processing volume. In addition, for any renewal term, MyRec.com reserves the right to increase the annual fees in its Pricing Schedule by providing no less than sixty (60) days advance notice to the Client of its intention to do so. Notice of changes to the Pricing Schedule will be provided by email to Clients' billing contact on record.

### 3. Termination

The Client may terminate this Agreement at any time with a 30-day advance written notice, however Annual System Fees are non-refundable. For termination to be considered effective, the Client must send its termination notice in writing to [billing@myrec.com](mailto:billing@myrec.com). MyRec.com may terminate this Agreement with 30-day notice if the Client materially breaches any of the terms or conditions of this Agreement or without notice in the event of default as described in Section 2.

#### **4. Warranties and Disclaimer**

MyRec.com represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; and that it has the power to enter into and perform this Agreement. MyRec.com will make commercially reasonable efforts to ensure that the quality of the service provided by MyRec.com is of at least prevailing industry standards, and that access to the MyRec.com system is available on a 24 x 7 basis. However, although MyRec.com will use reasonable efforts in good faith to avoid interruption of the service, the Client acknowledges and agrees that services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MyRec.com or by third-party providers, or because of other causes beyond MyRec.com's reasonable control. MyRec.com shall use reasonable efforts to provide advance notice of any scheduled service disruption.

Except for the limited warranties expressly set forth above, MyRec.com disclaims all other representations and warranties in relation to the services to be provided under this Agreement, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Without limiting the foregoing, Client acknowledges that MyRec.com does not warrant that the services will be uninterrupted or error free or that the services will meet Client's needs, nor does it make any warranty as to the results that may be obtained from use of the services.

#### **5. Limitation of Liability**

In no event shall either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, or any damages for lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of services or equipment, even if advised of the possibility of such damages, whether arising under a theory of contract, tort (including negligence), strict liability or otherwise; provided, however, that the foregoing will not be construed as limiting Client's indemnification obligations under this Agreement, nor will it limit Client's liability for any violation of the restrictions set forth in Sections 9 and 10 or for infringement or misappropriation of MyRec.com's intellectual property rights.

MyRec.com's aggregate liability under this Agreement or in relation to the services to be provided hereunder will in no event exceed the Annual System Fees actually paid by Client for the period in which the events giving rise to the liability occurred.

#### **6. Independent Contractor**

MyRec.com acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

## 7. Indemnity

The Client agrees, to the extent allowed under federal law, to indemnify and hold MyRec.com, its officers, employees, sponsors and partners harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly out of (a) the Clients' use of or connection to the MyRec.com system, (b) site information or other information transmitted or stored by the Client through or on the MyRec.com system, (c) activities in connection therewith, or (d) the Clients' breach of this Agreement or violation of the rights of any other party.

MyRec.com shall hold Client harmless from liability to third parties resulting from infringement by MyRec.com's service (as provided by MyRec.com and used without modification within the scope of this Agreement) of any United States patent or any copyright or misappropriation by MyRec.com of any trade secret, provided MyRec.com is promptly notified of any threat, claim and proceeding related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; MyRec.com will not be responsible for any settlement it does not approve in writing.

## 8. Confidentiality

MyRec.com recognizes and acknowledges that this Agreement creates a confidential relationship between MyRec.com and Client and that any non-public information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Client Confidential Information". Client may receive non-public business, technical or financial information about MyRec.com, including non-public information regarding the features, functionality and performance of the services under this Agreement. All such information is hereinafter collectively referred to as "MyRec.com Confidential Information."

MyRec.com agrees that, except as directed by Client, it will not at any time during or for a period of two years after the term of this Agreement disclose any Client Confidential Information to any person whatsoever. Similarly, Client agrees that it will not disclose any MyRec.com Confidential Information to any person whatsoever. Notwithstanding the foregoing, either party may provide information, as permitted by law, to government or regulatory agencies and to comply with a legal summons, court order, subpoena or a similar legal process, audit or investigation.

## **9. Work Product, Service Access, and Restrictions**

Client agrees that all copyrights and other intellectual property rights in or to MyRec.com's work product produced in the performance of this Agreement shall remain the exclusive property of MyRec.com, and that Client will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without MyRec.com's prior written consent.

MyRec.com grants Client a non-exclusive, non-transferable, non sub-licensable authorization to use the MyRec.com system, solely through the web-based interface(s) furnished or designated by MyRec.com, and only for the purposes of receiving the services described herein, during the term of this Agreement. No other rights or licenses are granted, and any rights granted to Client under this Agreement shall not affect MyRec.com's exclusive ownership of any of its intellectual property rights associated with its system or any work product.

MyRec.com retains all right, title, and interest, including intellectual property rights, in and to the MyRec.com system. Client may not, nor will Client permit any person to: (a) reverse engineer, reverse compile, decrypt, disassemble or otherwise attempt to derive the source code of the MyRec.com system; (b) modify, translate or create derivative works of the MyRec.com system; (c) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights to or usage of the MyRec.com system; (d) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the MyRec.com system or any portion thereof; (e) transfer, use, or export the MyRec.com system in violation of any applicable laws, rules, or regulations of any government or governmental agency; (f) embed the MyRec.com system in any third party applications; or (g) take any action that would interfere with the operation of the MyRec.com system or expose it to any computer viruses or other contaminants.

## **10. Prohibited Use**

The Client shall not intentionally bypass a security mechanism in the MyRec.com system nor use the MyRec.com system: (a) to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; (b) to commit fraud; (c) to transmit material that infringes on the intellectual property right of others; (d) to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or (e) in violation of this Agreement. Violation of this policy may result in immediate suspension or discontinuation of services, or legal action which could result in civil damages or criminal punishment.

## **11. Merchant & Gateway Account**

For the purposes of accepting credit card payments through MyRec.com, the Client has the option to use a MyRec.com preferred merchant services processor (Fortis Payments or Priority Payment Systems) (each, a "MyRec.com Preferred Merchant Services Processor") or a third-party merchant service provider of their choice. If the client uses a third-party merchant services provider, MyRec.com will only allow integration in the MyRec.com software with an Authorize.net gateway boarded on either Fiserv (Omaha or Nashville) or the TSYS platform (a "MyRec.com Approved Gateway Platform"). For the purposes of accepting automatic clearing house payments (ACH) through MyRec.com, the Client has the option to use a MyRec.com preferred provider (Fortis Payments) ("MyRec.com Preferred ACH Processing Provider", and together with the MyRec.com Preferred Merchant Services Processor, a "MyRec.com Preferred Provider") or a third-party provider that can connect with a MyRec.com Approved Gateway Platform.

In the event the Client chooses to accept credit card payments and/or ACH processing through MyRec.com ("MyRec.com Merchant/ACH Services"), the Client will enter into a merchant or ACH account agreement with the MyRec.com Preferred Provider or the Client's preferred service provider. If Authorize.net gateway services are needed, the Client will enter into a separate agreement with Authorize.net. Any such agreement's terms and conditions will solely ensure the benefit and obligation of the Client; MyRec.com shall not be a party to such agreement and shall have no obligations thereunder.

In the event Client chooses MyRec.com Merchant/ACH Services, MyRec.com will facilitate the Client and MyRec.com Preferred Provider communication for contracting purposes and shall integrate the merchant [or ACH] account processor. If the Client chooses a third-party merchant [or ACH] service provider other than a MyRec.com Preferred Provider, the Client will be responsible for all communication with such provider and for integration using a MyRec.com Approved Gateway Platform. The client agrees to comply with all terms and conditions of the resulting merchant and/or ACH account agreement and pay all fees required to maintain the services.

Client acknowledges that the fees set forth in this agreement do not include any transaction, processing or other fees imposed by Client's merchant account processor, ACH provider, or gateway provider. Client is fully responsible for its relationship with the Client-selected processor and/or gateway provider. In no event will MyRec.com: (a) take part in negotiations, (b) pay any fees incumbent on the Client or merchant account, or (c) acquire any liability for the performance of services of any chosen merchant account processor or gateway, including any MyRec.com Preferred Provider.

Client's use of MyRec.com Merchant/ACH Services allows the Client to take online credit card and/or ACH payments for certain services or products the Client provides via the Client websites supported by MyRec.com. MyRec.com facilitates an automated process for redirecting credit card and/or ACH payments (through MyRec.com and not pertaining to third-party accounts) to Client's chosen MyRec.com Approved Gateway Platform and merchant and/or ACH account processors. However, MyRec.com simply redirects any payment processing to the Client's gateway, which presents the payment form page and processes the card [or ACH] payment. MyRec.com does not process or store cardholder data itself. Because the credit card payment is handled entirely by the Client's merchant account processor or gateway provider, MyRec.com cannot and will not resolve any credit card payment processing issues for the Client using third party processors. However, MyRec.com will facilitate communication with a MyRec.com Preferred Provider to assist the client with obtaining a resolution to processing issues. Client agrees to contact the Client's merchant account processor or gateway provider directly to resolve any issues related to the credit card processing system, payment deposits, or activity statements.

## 12. Modifications

MyRec.com reserves the right to modify these Terms of Service by posting a revised Terms of Service on the Client's administrative portal and sending notice that the Terms of Service have changed to the Client's email address on record. Modifications will not apply retroactively. The Client is responsible for reviewing and becoming familiar with any modifications.

MyRec.com reserves the right to implement improvements and modifications to its services from time to time. If MyRec.com considers such modification to be material, MyRec.com will provide at least 30 days prior notice to Client and may discuss such modification with Client. If an improvement or modification will result in a corresponding increase in fees, MyRec.com will provide at least 60 days prior notice to Client. Regardless of whether any discussion between MyRec.com and Client about changes in services occurs verbally or in writing, each service change will be available for review on the Client's administrative portal. If the Client accepts the benefits of any added services or fails to object within 14 days after receiving notice of an upcoming change, MyRec.com will consider the Client to have accepted the change, which will be considered a valid modification of any terms then in place (which will, in turn, update this Agreement automatically).

Except as otherwise described in this Section, no modification of this Agreement will be binding unless in writing and manually signed by an authorized representative of each party.

## 13. Customer Data

Client represents and warrants that it owns or has appropriate rights to all of the data provided by Client or its customers ("Customer Data") to MyRec.com for the provision of services. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data, and for obtaining all permissions from, and providing any notifications to, its customers as necessary or appropriate to allow for the processing of the Customer Data in connection with the services under this Agreement. MyRec.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Clients' Customer Data.

Client shall have access to Customer Data stored by MyRec.com for the duration of the Term, subject to the terms and conditions of this Agreement. Upon termination of this Agreement, Client's access to any MyRec.com hosted Customer Data will end 90 days from the day of this Agreement's termination.

## **14. Public-Facing Site**

The public side of the MyRec.com service is Web Content Accessibility Guidelines (WCAG) 2.2 compliant. If Client chooses to have the Client's design managed by MyRec.com, the colors and graphical elements will always be WCAG 2.2 compliant in regards to contrast. Any Client that chooses to manage its own color palette must agree to accept responsibility for litigation brought forward due to non-compliant color contrast levels.

All Clients, regardless of how their public design is managed, have the ability to modify text colors and sizes within many areas of the public side using an included text editor. These areas include program descriptions, home page messages, home page photos, and others. The Client is responsible for maintaining WCAG standards for font styles, sizes, and colors in these editable areas. MyRec.com is not responsible for litigation brought forward based on the Americans with Disabilities Act (ADA) or WCAG violations that arise from text editor modifications made by the Client.

The Client is expected to accurately caption or tag all images, especially images that display text. Every area in the MyRec.com service that allows image uploads will require a caption, and the Client is responsible for filling those captions with any text that may be visible in an image, or to provide context for the image's contents. MyRec.com is not responsible for litigation brought forward based on ADA or WCAG violations related to improper captioning or tagging. For instructions on how to properly caption images, please visit the MyRec.com Knowledge Base.

## **15. Hardware/Interoperability**

MyRec.com shall have no obligation to provide the Client with hardware or equipment necessary to access or use the MyRec.com system. It is the Client's responsibility to ensure computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to use the MyRec.com service. MyRec.com shall not be responsible for any internet speed or connectivity issues at Client's location, or other problems related to the Client's technology equipment, including third party internet service or Client's IT infrastructure. The Client shall be required to comply with MyRec.com's technical specifications.

## **16. Custom Development**

MyRec.com does not custom develop any features of its software to suit the business needs of any particular client. If there is a feature or functionality that the Client would like to see added to MyRec.com software, the Client can submit a change request to

support@myrec.com. MyRec.com will scope the project and provide the Client with a written update on the implementability. MyRec.com will consider all suggested improvements to the MyRec.com software, and, as MyRec.com determines in its sole discretion, will incorporate any approved items into MyRec.com's development schedule. Client acknowledges that MyRec.com will be free to use (or not use) all feature requests, suggestions, and other feedback in any manner, without compensation or other obligations to Client.



## **17. Reference**

The Client agrees that, upon conclusion of the onboarding period, MyRec.com may issue business press releases about the parties' business association and post the Client's public-facing MyRec.com site link on MyRec.com's website and/or social media platforms and for marketing purposes.

## **18. Force Majeure**

Neither party shall be in default under any provision of this Agreement or be liable for any delay, failure of performance or interruption in services resulting, directly or indirectly, from causes beyond that party's reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

## **19. Miscellaneous**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by the Client except with MyRec.com's prior written consent. MyRec.com may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement., All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

## **20. Entire Agreement**

This Agreement (including these terms of service) and any additional terms or addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or addenda will be considered incorporated into this Agreement when the Client agrees to them, including by acceptance or deemed acceptance of modifications under Section 12.

## **21. Electronic Signature**

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, .PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.



# Signature

IN WITNESS WHEREOF, the parties hereto have executed this MyRec.com Recreation Management Software Agreement, including Schedule A attached to this Agreement, as of the date first written above.

## Client

Client Business Name \*

Date \*

6/2/2025



### Signature 1

Executed By \*

×

draw type

Name \*

Title \*

First

Last

+ Add Signature

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## Schedule A: Service Provided

Services provided by MyRec.com to the Client under this agreement include the following:

- **Access.** Excluding occasional maintenance, MyRec.com will use reasonable efforts to make the MyRec.com web based service available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The MyRec.com software's functionality is accessible via the Internet from any device with an Internet connection and updated browsers Safari, Firefox, Edge, or Chrome. The MyRec.com web based service includes program management, online registration portal/website, facility scheduling, reservations, memberships with card scanning, financial reporting, team management, email marketing, after school/camp programming, point of sale inventory, and more.
- **Data Backups.** Full backups of the MyRec.com service's database are performed on a daily basis.
- **Knowledge Base.** MyRec.com help articles/videos are maintained electronically and can be accessed through the MyRec.com Knowledge Base website. MyRec.com does not provide paper copies of its help articles.
- **Onboarding.** MyRec.com provides new clients with a dedicated Onboarding Specialist (OS) during business hours (8:00 AM to 6:00 PM Eastern Standard Time) for up to eight (8) weeks. If the Client is new, the OS will work with the Client to gather data and information relevant to the new site setup. MyRec.com does not transfer or import any information from clients' current software/database. The Client is solely responsible for all data entered into the MyRec.com system, however, the OS will assist with a limited amount of data entry. The OS will provide the Client with a custom, self paced video training agenda using the MyRec.com Onboarding Academy. The OS will be available for up to six (6) total post training check-in sessions to be performed remotely. Check-in session content will be recorded for dissemination, but not repeated for individual users. During the onboarding period, the OS will coordinate custom domain purchase (included), umbrella SSL, custom designed public site banner/coloring (included), and discuss the need for additional equipment and card/key tags. The onboarding period will expire upon the earlier of eight (8) weeks from the date of the initial onboarding welcome communication from the OS or upon completion of prescribed training sessions. The setup of a merchant account for credit card and/or ACH payment processing follows a separate timeline, as it requires the completion of documents and scheduled meetings with all relevant parties, which may vary based on availability.
- **Merchant Services Boarding.** The client is responsible for either executing an agreement with a MyRec.com preferred processor or utilizing a third-party processor, provided it complies with the requirements outlined in Section 11 of this agreement.
- **Custom Site Design.** All new clients are entitled to custom designed public site banner/custom coloring from the MyRec.com Design Specialist (included). Subsequent designs if requested within three (3) years of the original design will be subject to a fee. Client can also opt to design its own banner/coloring, provided that the Client accepts responsibility for any violations of ADA WCAG requirements as described in Section 14 of the Agreement.
- **Card/Key Tag Orders.** MyRec.com will facilitate the ordering of membership cards and/or key tags through a third party vendor.

- **Client Support.** The Client may reach MyRec.com support by phone at (802) 465-9732 or by e-mail at support@myrec.com between the hours of 8:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday and excluding national holidays. An emergency line is available after hours and on weekends/national holidays. Supplemental training information can be found by visiting the MyRec.com Knowledge Base.

## Schedule B: Annual System Fees

Web based software with training and unlimited support, program management, online registration portal/website, facility scheduling, reservations, memberships with card scanning, financial reporting, team management, email marketing, after school/camp programming, point of sale inventory, domain, hosting, SSL, and more. There are no other annual fees.

ANNUAL REVENUE MINIMUM	ANNUAL REVENUE MAXIMUM	FEE
\$0.00	\$25,000	\$2,850
\$25,000	\$100,000	\$3,295
\$100,000	\$150,000	\$3,680
\$150,000	\$200,000	\$4,065
\$200,000	\$250,000	\$4,450
\$250,000	\$300,000	\$4,835
\$300,000	\$350,000	\$5,120
\$350,000	\$400,000	\$5,605
\$400,000	\$450,000	\$5,990
\$450,000	\$500,000	\$6,375
\$500,000	\$550,000	\$6,760
\$550,000	\$600,000	\$7,145
\$600,000	\$650,000	\$7,530
\$650,000	\$700,000	\$7,915
\$700,000	\$750,000	\$8,300
\$750,000	\$800,000	\$8,685
\$800,000	\$850,000	\$9,070
\$850,000	\$900,000	\$9,455
\$900,000	\$950,000	\$9,840
\$950,000	\$1 million	\$10,225
\$1 million	\$1.5 million	\$11,320
\$1.5 million	\$2 million	\$12,415
\$2 million	\$2.5 million	\$13,510
\$2.5 million	\$3 million	\$14,605
\$3 million	\$3.5 million	\$15,700
\$3.5 million	\$4 million	\$16,795

