

**MASTER SERVICE AGREEMENT**

**THIS MASTER SERVICE AGREEMENT (the "Agreement")**

**dated this \_\_\_\_ day of \_\_\_\_\_, 2020**

**BETWEEN**

\_\_\_\_\_  
(the "Customer")

**- AND -**

Performance Advantage Consulting, LLC, dba ShowEntries.Info of  
120 Cliffwood Ln, Greer, South Carolina  
(the "Service Provider").

**BACKGROUND:**

The Service Provider is in the business of providing services to dog clubs for obedience, rally, scent work, field trials, and similar dog club events.

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

The Customer desires to retain the Service Provider to perform such services (the "Services") as may be agreed to by the parties in writing under individual Scope of Work (SOW) documents

This Agreement shall apply to the delivery of dog club event services, support, and functions as further described in the SOW documents that may be proposed and approved by the parties in the format at Exhibit A, or such other format as the parties may agree upon.

Services Provider undertakes to provide Customer with those Services described in the SOW which shall be incorporated herein by reference. Such Services may be expanded, revised, or modified by the parties by issuance of a Change Order signed by both parties. .

Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Service Provider to provide any Services, or by Customer to receive any Services from Service Provider or pay Service Provider any fees.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement and SOW documents, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Term of Agreement**

1. The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided below ("Term"). Each SOW issued

hereunder shall identify the period during which the Services being provided under the SOW will run, after which, unless terminated sooner, the SOW will expire. In the event that the SOW provides for a Term that extends beyond any Agreement date, and such SOW was not specifically terminated along with the Agreement, the SOW Term will control for that specific SOW only with the terms of this Agreement continuing to apply to the Services provided until complete.

2. Either party shall have the option to terminate this Agreement, without cause, by providing thirty (30) days notice of its intent to terminate the Agreement without cause. In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only. Where Service Provider terminates other than for Customer default, upon request of the Customer, the Service Provider shall continue to provide Services for a period of up to thirty (30) days after the termination date and assist Customer in the transition of any Company Services to Customer or an alternate service provider.
3. In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Customer requests, in writing, to have Service Provider complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.

### **Compensation**

4. For the services rendered by the Service Provider as required by a Services Contract, the Customer will provide compensation (the "Compensation") to the Service Provider as specified on the SOW.

### **Confidentiality**

5. Customer confidential information (the "Customer Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, financial information that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer. Customer information that appears in a premium list (officers, board members, trial committee, prize lists, entry fees, etc) is **not** considered confidential information. Exhibitor data such as mailing lists, email addresses, dog and owner information, previous and current trial entry records, lunch orders, and other entry form notes are also **not** considered confidential information.
6. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Customer Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive for a period of one (1) year from the termination of this Agreement.
7. Service Provider confidential information (the "Service Provider Confidential Information") includes the contents of this Master Services Agreement and all SOW terms, conditions, and compensation details.
8. The Customer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Service Provider Confidential Information which the Customer has obtained, except as authorized by the Service Provider. This obligation will survive for a period of one (1) year from the termination of this Agreement.

### **Ownership of Materials and Intellectual Property**

9. All intellectual property and related materials (the “Intellectual Property”) including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider. This includes online form configuration and custom programming, and trial entry databases and entry system configuration and programming.
10. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property other than trial documents and materials remain exclusively with the Service Provider. Trial documents and materials (spreadsheets, word documents, and pdf files) will be provided to the customer as they are completed; the Customer is hereby granted a non-exclusive license to use and copy all such materials.

**Capacity/Independent Contractor**

11. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Notice**

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Club: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

ShowEntries.Info  
 120 Cliffwood Ln  
 Greer, South Carolina, 29650  
 Email: treasurer@showentries.info

or to such other address as any Party may from time to time notify the other.

**Limitation of Liability**

13. It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.
14. With respect to Online Entry services, Customer expressly acknowledges that online entry forms and processing over the internet depend on factors outside the control of the Service Provider. This includes, but is not limited to, third party providers (such as Internet Service Providers, Internet Hosting Companies, and payment processors), software (such as the Exhibitor’s web browser), financial service providers (such as the Exhibitor’s credit card company) and actions taken and steps performed by Exhibitors in preparing to submit and pay for entries to the Customer’s trials. The Service Provider will make its best effort to assure that online entry forms are available and configured as specified by the Customer during the time period when entries

are open and not yet closed, however, 100% availability is not and cannot be guaranteed. It is understood and agreed that the Service Provider will not be liable to the Customer or any agent or associate of the Customer, for any internet or other service outage, or any inability of an Exhibitor to submit entries through Service Provider's online entry system on a timely basis.

15. Customer agrees to limit the Service Provider's liability to the sum of \$75. This limitation shall apply regardless of the cause of action.

#### **Additional Clauses**

16. If a SOW includes Box Trial or Trial Secretary services, Customer appoints Service Provider to act as its agent in receiving Exhibitor payments for entries and in issuing refunds for entries withdrawn, in accordance with AKC regulations and Customer policies as stated in the show Premium List. Online payments received into an account of the Service Provider will be remitted to the Customer when accounts are settled at the conclusion of the trial(s) for which the payments were made. Checks, vouchers, and similar payments payable to the Customer and received via mail will be brought to the trial.
17. Returned checks payable to the Service Provider from an Exhibitor will be assessed a \$25 fee, or actual bank charges, whichever is greater. Online payments by an Exhibitor paid into the account of the Service Provider as payment for entries which are subsequently disputed by the Exhibitor will be assessed a \$25 fee, or actual credit card processor fees, whichever is greater. In either case, the Exhibitor is responsible for repayment of the original entry fee amount plus returned check or disputed credit card service fees. The Customer agrees to reimburse to the Service Provider the amount due from Exhibitors in such cases if 1) the Exhibitor does not make timely repayment and 2) the Service Provider has already remitted Exhibitor payments to the Customer.

#### **Modification of Agreement**

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Time of the Essence**

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Entire Agreement**

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Third Party Beneficiaries.**

21. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

#### **Titles/Headings**

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures.

**Accepted by Customer**

**Accepted by Service Provider**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Print \_\_\_\_\_

Print Christopher Brooks

Title \_\_\_\_\_

Title Principal