



Ms. Jimmie's School of Dance Contract

Ms. Jimmie's School of Dance has the approval to utilize the PCRC facility for dance classes. The program will hold dance class on Mondays in the group fitness room from 4pm until 5:55pm. All dancers and family members will exit the space by the start of the 6pm PCRC group fitness class. (If later class times become available, Ms. Jimmie will be notified.) The program will also hold dance class on Tuesdays in the basketball gym (west side) from 4:30pm until 7:30pm. In exchange, Ms. Jimmie's School of Dance will pay PCRC 20% of each dancer's \$50 monthly fee. This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Pryor Creek Recreation Center Director Signature

Ms. Jimmie School of Dance Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2020.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk



2020-2021 Pryor Public School Contract

The **Pryor Public School After School Program** has the approval to utilize the PCRC facility and/or our instructors. The program will hold swim classes on Monday, Tuesday, and Thursday from 4pm until 5:30pm at PCRC during the months of Nov. and Dec., Jan. and Feb., and March and April for a total of 63 visits. In addition, PCRC will partner with Pryor Schools on the Maintain Don't Gain holiday challenge. All Pryor faculty will have the opportunity to participate in this challenge. Participants will receive two InBody scans (accompanied with a detailed explanation of said scan by a PCRC employee) and will receive a t-shirt for fulfilling the challenge requirements.

Pryor Special Tiger Sharks Swim Team will be utilizing the PCRC pool from September to May. The team plans to practice every Monday afternoon. PCRC and the Swim team head coach have spoken and she guarantees to have adequate coaches/volunteers at each practice to ensure a safe and productive environment. PCRC is also offering the swim team the option to schedule a second weekly practice if the coach deems it necessary.

This memorandum of agreement shall be effective only upon approval by the City Council.

Date

Pryor Creek Recreation Center Director Signature

Pryor Public School Representative Signature

Approved by the Pryor Creek City Council in regular session on this ____ day of _____ 2020.

Larry Lees, Mayor

Attest:

Eva Smith, City Clerk



Spectrum Renewal Order Form

Customer

Legal Customer Name Pryor Creek Recreation Center
Contact Name Rachel Sordahl
Contact Title Director
Street Address 6 N. Adair
Pryor, Oklahoma 74362

Company

CSI SOFTWARE

Attn: Legal Department

600 University Park Place
Suite 500
Birmingham, AL 35209

This order form ("the "Order Form") is entered into as of the date of signature by the authorized representatives of each of the parties by and between Daxko, LLC d/b/a CSI Software ("CSI") and the above named organization (the "Customer") and **hereby expressly incorporates by reference the Daxko Spectrum Service Agreement available at <http://daxko.com/csi-service-agreement>** (password: allt*getherbetter1998) ("Service Agreement"), together with all additional terms and conditions which are incorporated by reference herein and therein (collectively, the "Agreement"). In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CSI and Customer agree as follows:

1. Term:The parties agree that if the term of the Customer's Prior Spectrum Contract (defined in Section 7 below) ends other than on the last day of a month, then the term of such Prior Spectrum Contract shall be amended and extended to the last day of the month in which such Prior Spectrum Contract is set to expire. The initial term of this Agreement will commence on the first day of the month following expiration of the Prior Spectrum Contract, as amended by the foregoing sentence (the "Contract Date") and shall continue in effect for 36 months from the Contract Date (the "Initial Term").After the expiration of the Initial Term and each renewal term thereafter, this Agreement will be automatically renewed at the then-current standard pricing for

successive renewal terms, each with a duration equal to the duration of the Initial Term, unless either party gives written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then current term (with the Initial Term and each renewal term being the "Term").

2. CSI Spectrum License: Subject to the terms and conditions of this Agreement and the performance by Customer of its obligations under this Agreement, CSI hereby grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable license during the Term of this Agreement for the licensed authorized users of Customer to access and use the Daxko Spectrum Services, including all modules licensed under the Prior Spectrum Contract (the "Services"), for Customer's internal business purposes at the Authorized Locations described in this Order Form.

3. Training: Customer will receive 0 hours of training and support on using the Services (total hours include preparation and travel time to and from the destination).

4. Authorized Locations: The following facility locations are "Authorized Locations" pursuant to this Agreement (and additional site locations shall require the prior written agreement of CSI and may be subject to additional fees and terms):

Pryor Creek Recreation Center
6 N. Adair
Pryor, OK, 74362

5. Launch Date: As this is a renewal, Customer is already launched on the Services. Customer agrees to fully cooperate and to provide all information and access to Customer's operations during normal business hours or at such other times and days as may be mutually agreed to by the parties, in order to configure and launch any new Services and any updates.

6. Fees:

a. Up Front Fees: Customer will be charged one-time, non-refundable fees in the amounts of \$0 for system configuration services, \$0 for data conversion, and \$0 for training services, and such fees shall be due and payable upon the signing of this Agreement.

b. Monthly Managed Service Fee: Customer will be charged a monthly managed service fee following the Contract Date. The Service Year is the period of time from the Contract Date or Contract Date anniversary to the next Contract Date anniversary. The total monthly managed service fee for Service Year 1 of the Initial Term shall be as set forth in the following table:

Service Year	Monthly Managed Service Fee
Year 1	\$1804.44

c. Fee Increases. The above fees may be increased by CSI, provided that the percentage increase in any twelve (12) month period shall not exceed the percentage increase in the Consumer Price Index plus three percent (3%) during the period between rate changes. The Consumer Price Index means the Consumer Price Index- All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics at www.bls.gov for the immediately preceding calendar year. The foregoing limitation does not apply to: (a) transaction fees, training fees, installation fees, or any reimbursable expenses - all of which will be available at then-current rates or, (b) services no longer offered for license or sale, or (c) when any third party provider increases the fees it charges to CSI beyond the limitation provided above, in which case CSI reserves the right to pass such additional fees on to Customer.

d. Transaction Fees. In addition to fees set forth in any applicable merchant processing agreement, the following fees will be charged to Customer:

Credit Card Items	Fee*	Metric	Payable
Credit Card Transaction Fees	\$0.22	Transactions	Variable
Gateway Maintenance Fee	\$60.00	Per Location	Monthly

ACH Items	Fee*	Metric	Payable
ACH Transaction Fee per transaction	\$0.47	Per Transaction	Variable
Gateway Maintenance Fee	\$34.97	Per Location	Monthly
ACH Return Fee	\$7.00	Per Return	Variable
ACH Application / Setup Fee	\$250.00	Per Location	One-Time

e. Auto Debit Authorization: Customer hereby authorizes CSI to debit Customer's designated bank account to be identified to CSI via separate documentation, for the full amount of all fees, expenses and reimbursements then due under this Agreement. Customer shall maintain sufficient funds in Customer's designated bank account at all times during the Term of this Agreement to enable CSI to debit such accounts for the fees, expenses and reimbursements then due under this Agreement, the failure of which shall constitute a default for the failure to pay all such amounts. Within thirty (30) days after execution of this Agreement, if paying by debit, Customer shall complete and submit to CSI an auto debit authorization form together with a voided check from Customer's designated bank account, with the necessary information for CSI to debit, when they become due, the full amount of all fees, expense and reimbursements under this Agreement. Customer shall provide an updated authorization form to CSI promptly upon any relevant changes to the information set forth therein. Customer is responsible for reimbursing CSI for any fees or penalties incurred by CSI in connection with debiting from the account designated by Customer.

f. Statements for Fees: Statements for monthly fees will be sent via electronic mail to Customer within the first five (5) business days of the service month. If Customer does not dispute the statements within five (5) days of receipt, then Customer's designated bank account will be automatically debited on the fifteenth (15th) day of the month for the fees of the previous month. Statements for one-time, training, and consulting fees and other reimbursable expenses will be sent via electronic mail to Customer following the performance of the services. If Customer does not dispute the statement within five (5) days of receipt, then Customer's designated bank account will be automatically debited ten (10) days from the date of the statement.

7. Prior Agreements: If Customer has entered into any previous agreements with CSI (or its predecessors in interest) for CSI Spectrum products and services ("Prior Spectrum Contracts"), this Agreement entirely replaces and supersedes all such Prior Spectrum Contracts in their entirety, and such Prior Spectrum Contracts shall be deemed terminated upon the mutual agreement of the parties, effective as of the Contract Date of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS ORDER FORM, THE SERVICE AGREEMENT available at <http://daxko.com/csi-service-agreement>, AND ALL OTHER TERMS AND WHICH ARE EXPRESSLY INCORPORATED BY REFERENCE, WHICH THE PARTIES AGREE ARE ESSENTIAL TO THE PARTIES' WILLINGNESS TO ENTER INTO THIS AGREEMENT. BY SIGNING BELOW, THE PARTIES EXPRESS THEIR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement may be executed in multiple counterparts, with .pdf or electronic signatures, and each party waives any rights or requirements under any law or regulation that requires an original, non-electronic signature or the delivery or maintenance of a non-electronic record.

Customer

Company

Signature: *Rachel Sordahl*

Signature: *Winston Gillum*

Name: Rachel Sordahl

Name: Winston Gillum

Title: PCRC Director

Title: CFO

Date: 01/21/2020

Date: 01/22/2020

Signature Certificate

Document Ref.: MSUGP-Q5XWT-MDF55-KQJAK

Document signed by:

	<p>Rachel Sordahl E-mail: sordahlr@pryorcreek.org Signed via link</p>	
	<p>Winston Gillum Verified E-mail: wgillum@daxko.com</p>	

IP: 216.150.112.242 Date: 21 Jan 2020 16:47:48 UTC

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