

CONTRACT SERVICES AGREEMENT

This is a contract services agreement between the National Association of Emergency and Fire Officials (NAEFO) and Sladek Conference Services, Inc. (SCS). The National Association of Emergency and Fire Officials (NAEFO) (hereinafter referred to as "NAEFO") chooses to enter into this Contract Services Agreement (hereinafter referred to as "the agreement") with Sladek Conference Services, Inc. (hereinafter referred to as "SCS".)

- I. **DESCRIPTION OF SERVICES.** Beginning on January 1, 2023, SCS will provide the following services (collectively, the "Services") for the production and management of NAEFO ANNUAL CONFERENCE (Conference) in accordance with the details provided in Exhibit A "Services," attached and incorporated herein by reference. Additionally, SCS will provide membership services for NAEFO as outlined in Exhibit B "Membership Services".
 - A. Coordinate all conference activities with designated NAEFO contact(s).
 - B. Coordinate all site logistics, including site selection, site contract preparation, food and beverage, audio-visual requirements and venue set-up.
 - C. Coordinate setup of conference trade show, design of exhibition and on-site setup of exhibition.
 - D. Manage all registrations for attendees and exhibitors both online and on-site for the Conference.
 - E. Manage NAEFO membership and renewal dues.
- II. **SCOPE OF WORK.** The parties shall perform the services described in the **Scope of Work** attached as Exhibits A and B ("Services"). The **Scope of Work** as described may only be changed by written agreement signed by all parties to this Agreement.
- III. **PAYMENT.**
 - A. SCS will retain 50% of gross Conference revenues (registration fees and sponsor fees) for services rendered under this agreement. NAEFO will reimburse SCS credit card processing fees at cost (approximately 3.5 percent of credit card charges.)
 - B. SCS will retain 20% of gross NAEFO membership dues collected. NAEFO will reimburse SCS credit card processing fees at cost (approximately 3.5 percent of credit card charges.)
- IV. **CONFIDENTIALITY AND OWNERSHIP OF INFORMATION.** Any information collected, compiled, analyzed, produced or otherwise obtained or stored in the course of performance of this Agreement shall be treated as confidential. SCS shall not disclose any such confidential information to any third party without first obtaining written consent from NAEFO.
- V. **CONDUCT.** SCS agrees to conduct its obligations under this Agreement in a manner that does not detract from the reputation and goodwill of NAEFO and NAEFO Annual Conference. **Time is of the essence:** The parties agree that timing is important in accomplishing this agreement and will take all reasonable means to avoid any delays under their control.
- VI. **SECURITY.** SCS shall at all times provide services under this Agreement in a secure environment, with adequate protection and have in place appropriate security policies, procedures, programs, standards, access control methodology and network protection techniques. All "safeguards" shall comply with prevailing industry standards but in no case less than reasonable care.
- VII. **FINANCIAL PROCEDURES.**
 - A. **Accounting Procedures:** All accounting procedures shall conform to generally accepted accounting practices in the United States. SCS shall secure the best possible rates for all products and

services described in this Agreement to minimize overall costs. Conference income is to be deposited by SCS into a NAEFO Conference account.

- B. **Conference Income:** SCS shall use commercially reasonable care expected of a professional custodian for hire in receiving, holding and managing conference income from any source in its possession or control.
- C. **Payment Card Security:** SCS acknowledges that the system they are using to collect credit card funds is compliant with the Payment Card Industry (PCI) Data Security Standard and that SCS will use all reasonable efforts to secure all payments and payment information provided by conference registrants.
- D. **Audit.** A final report, prepared by SCS shall be provided to NAEFO with the final distribution of funds within 90 days following the Conference.

VIII. ASSIGNABILITY. No assignment of this contract agreement or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

IX. ENTIRE AGREEMENT. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

X. INDEMNIFICATION. Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.

XI. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. RELATIONSHIP OF THE PARTIES. The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party.

XIII. TERMINATION.

- A. Either party may terminate this Agreement immediately upon written notice if the other party has failed to cure a breach of this Agreement within thirty (30) days following written notice of that breach given by the non-breaching party. Notwithstanding the above, if either party engages in fraud, intentional misrepresentation or willful misconduct in connection with its performance of this Agreement, the other party shall have the right to terminate this Agreement immediately without notice.
- B. If NAEFO, for any reason, chooses to terminate this Agreement, NAEFO shall be liable for SCS's labor and out-of-pocket expenses incurred for NAEFO ANNUAL CONFERENCE to the date of termination,

and labor and costs necessary to effectuate the termination, plus any cancellation fees for third party contracted services. In the event of such termination, SCS shall make a timely and professional transition of all matters from SCS to such parties as may be designated by NAEFO for taking over such responsibilities.

- XIV. FORCE MAJEURE.** None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of governments and people, explosion and other occurrences or conditions of like nature. If either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such Force Majeure as soon as practicable, but no later than seven (7) days after the occurrence of the cause relied upon, the obligations of the party giving such notice, to the extent it is affected by Force Majeure, shall be suspended during the continuance of the Force Majeure. If a Force Majeure causes the Conference and/or agreement to be cancelled in whole or in part, and the affected party complies with this Section regarding notice, NAEFO shall owe SCS for labor and out-of-pocket expenses incurred for NAEFO from date of execution of contract to occurrence of Force Majeure.
- XV. LIMIT OF LIABILITY.** In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility. The parties expressly agree not to hold any officer, director or other individual member of the other party personally liable for any breach of this Agreement.
- XVI. NOTICES.** All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.
- XVII. CONTROLLING LAW.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Texas without regard to its conflict of laws principles.
- XVIII. ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, with such arbitration to take place in the State of Texas and judgment upon the award referred by the Arbitrator(s) may be entered into any court having jurisdiction thereof. In the event of any dispute regarding this Agreement, including seeking injunctive relief, each party shall be responsible for its own attorney fees.
- XIX. BINDING EFFECT.** This Agreement shall be binding upon the parties, their respective representatives and permitted successors and assigns.

XX. PARTIES.

Party Contracting for Services:
National Association of Emergency and Fire Officials

By: _____ Date: _____

Bruce Suenram
President
NAEFO
PO Box 2286
Vashon, WA 98070

Party Providing Services:
Sladek Conference Services, Inc.

By: _____ Date: _____

Billy Sladek
President
Sladek Conference Services
PO Box 187
Lampasas, TX 76550

EXHIBIT A: SERVICES**I. SCS will perform the following services:****1. Venue Selection**

- a. Work with NAEFO to develop venue specs for all conference activities, including meeting space needs, audio-visual needs, food and beverage and number of sleeping rooms to block.
- b. Send out bids for conference venue.
- c. If needed, set up site visits to venue finalists.
- d. Coordinate and consolidate venue bids.
- e. Present bids and recommend best venue selection.
- f. In conjunction with NAEFO, negotiate venue contracts.
- g. Negotiate and execute food and beverage contracts on behalf of NAEFO.
- h. Monitor hotel room usage to ensure best utilization of hotel room block.

2. Budget/finances

- a. Help planning committee develop budget.
- b. Help planning committee determine pricing.
- c. Track spending based on event budget, revenue and expenditures.
- d. Make monthly deposits of fees received to NAEFO.
- e. Send monthly reports to NAEFO on funds received and any SCS expenses within 20 days after the close of the month.
- f. Collect all money due for conference and NAEFO membership.
- g. Check invoices for accuracy and send to NAEFO for payment.
- h. Communicate with NAEFO about any on-site payments needed.

3. Marketing/Printing

- a. Develop printed program, if applicable.
- b. Develop and execute marketing plan for attendees and exhibitors/sponsors.
- c. Develop marketing emails or printed materials for attendees and exhibitors/sponsors.
- d. In conjunction with NAEFO develop list of emails for marketing.
- e. Create and send out periodic emails to the list.
- f. Create printed marketing pieces, if applicable.
- g. Create Save-the-Date email or printed mailer.
- h. Decide on collateral materials, order bag/collateral material samples.
- i. Develop specs and art for bags/conference giveaways/badge holders.
- j. Get bids for bags/conference giveaways/badge holders.
- k. Design Conference website and manage content.
- l. Design art for any collateral materials (conference bags, pens, ribbons, badge holders, etc.).
- m. Develop exhibitor prospectus and post to website
- n. Design/print table tents or other collateral materials (bag stuffers, etc.), if applicable.
- o. Design and email exhibitor confirmations.
- p. Design and email attendee confirmations.
- q. Design/print lunch tickets, if applicable.
- r. Design/print errata, if needed.

4. Pre-event logistics

- a. Designate email address, mailing address, and telephone number for receiving conference registrations and correspondence.
- b. Develop specs for audio-visual.
- c. Bids for audio-visual.
- d. Negotiate audio-visual.
- e. Work with planning committee to determine venue set-up.
- f. Work with venue on set-up.
- g. Make room assignments for meetings.

- h. Keep venue apprised of any changes in set-up.
- i. Monitor registration numbers to see if space needs to be allocated differently.
- j. Negotiate additional space and sleeping rooms, if necessary and are available.
- k. Send group resume (listing of events) to venue on schedule.
- l. Order signs for use at venue, if needed. Signs might include welcome, general sessions, breakouts, directional, registration, etc.
- m. Manage ICW (In Conjunction With) groups' space, as needed.
- n. Assure venue contract fulfilled (security/insurance, etc.).
- o. Get bids for security, event insurance, etc., as needed.
- p. Arrange for staff block within overall block, if needed.
- q. With input from NAEFO, work with hotel to develop Banquet Event Orders (BEOs).
- r. With input from NAEFO, approve all Banquet Event Orders (BEOs) from the hotel.

5. Attendee Registration and Management

- a. Design online registration of conference both for attendees and exhibitors.
- b. Set up online registration codes for speakers, staff, committee.
- c. Receive all registration fees and process.
- d. Receive NAEFO membership dues.
- e. Set up a database of conference attendees.
- f. Accept all conference registrations and payments online.
- g. Issue invoices for amounts due for attendee registration.
- h. Coordinate and receive all attendee registrations, registration fees and conference registration inquiries during business hours.
- i. Make attendee refunds per established guidelines.
- j. Confirm registration within 48 hours of completed registration.
- k. Provide receipts for paid registrations if requested.
- l. Undertake collection efforts when necessary for bad checks, invalid credit cards, or purchase orders.
- m. Provide reports of attendees monthly beginning in June.
- n. Proof all attendee registrations, make any corrections, and provide NAEFO with a roster of attendees one week prior to beginning of conference.
- o. Print nametags and prepare all on-site information needed for orderly and efficient check-in of conference participants.
- p. Coordinate shipping of any materials covered under SCS schedule of services.
- q. Any exhibitor or attendee not paid in full at the time of the conference will not be able to participate without the express approval of the NAEFO.

6. Education Program/Agenda Development

- a. Assist planning committee, as requested.
- b. Work with NAEFO to solicit speaker presentations.
- c. Work with planning committee to develop conference program.

7. Exhibitor Registration and Management

- a. Design floorplan for exhibition.
- b. Work with NAEFO to develop information for exhibitor prospectus.
- c. Work with venue to set up exhibition.
- d. Work with NAEFO to develop database of Conference exhibitors.
- e. Notify prospective exhibitors of Conference exhibition.
- f. Accept exhibitor registrations and payments online.
- g. Coordinate and receive all exhibitor registrations, registration fees and exhibitor registration inquiries.
- h. Confirm exhibitor registration within two days of completed registration.
- i. Follow-up with potential exhibitors and sponsors.
- j. Manage sponsor list/keep updated.
- k. Work with venue of set-up needs for exhibitors.

- l. Assign booth space to registered exhibitors.
- m. Issue invoices for amounts due for exhibitor registration.
- n. Provide receipts for paid registrations upon request.
- o. Undertake collection efforts when necessary for bad checks, credit cards or purchase orders.
- p. Make exhibitor refunds per established guidelines.
- q. Proof all exhibitor registrations, prepare name badges for all pre-registered exhibitors and deliver to conference site.

8. Sponsors

- a. Work with NAEFO to develop list of potential sponsors.
- b. Work with NAEFO on developing categories of sponsorships.
- c. Work with NAEFO to provide information for sponsorship marketing.
- d. Work with NAEFO to notify exhibitors of sponsorship opportunities.
- e. Follow-up with any potential sponsors.
- f. Register sponsors.

9. On-Site

- a. Provide staffing for all on-site registration functions, including badge pick-up.
- b. Conduct preconference meeting (typically day before event) to re-check all details.
- c. Work with decorator/venue to plan registration area and needs.
- d. Boots-on-the-ground for venue set-up (lecture and exhibits), food and beverage, audio-visual.
- e. Staff the registration area for attendee and exhibitor check-in.
- f. Accept and register attendees not previously registered.
- g. Take on-site payments.
- h. Help coordinate speakers and facilitators.
- i. Coordinate exhibitor move-in and set-up.
- j. Monitor conference exhibition, including security of exhibit area, both prior to and during open hours.
- k. Provide staff during the conference to receive, process, and safeguard all attendee and exhibitor on-site registrations and payments.
- l. Provide staff and equipment to produce name badges for on-site badges and corrections for attendees and other badges as needed.

10. Deposits/Revenue

- a. Set up an account for deposits of Conference revenues.
- b. Accept registration fees paid by cash, check, money order, or credit cards.
- c. SCS will make refunds to conference attendees and exhibitors upon written notification from attendees or exhibitors.
- d. Make itemized deposits of revenues collected.
- e. Transfer/send Conference revenues monthly to NAEFO.

11. Payment for Services and Conference Obligations

- a. A report of revenues shall be provided to NAEFO contact each month.
- b. SCS fees and credit card charges will be deducted from monthly deposit to NAEFO.
- c. SCS will review invoices for accuracy and forward to NAEFO for payment as received.
- d. The reporting period immediately following the conference shall include payment of the balance remaining under the terms of the contract, plus any additional fees earned based on attendee and exhibitor revenue.

12. Post-Conference Services

- a. SCS will provide a final report of revenues and expenditures to NAEFO not later than 90 days after conclusion of the Conference. Any balance in the Conference account shall be paid to NAEFO upon closeout and submission of final report.
- b. Tally speaker and conference evaluations and send to NAEFO.

II. NAEFO will perform the following services:**1. Venue**

- a. Make site selection recommendations and visit possible sites for selection.
- b. Decide on venue.
- c. Set agenda.
- d. Manage communication with speakers.
- e. Arrange travel for speakers, if needed.

2. Budget/finances

- a. Develop budget.
- b. Determine pricing with input from SCS.
- c. Receive SCS reports on budget, revenue and expenditures.
- d. Acknowledge monthly deposits of fees received from SCS.
- e. Receive monthly reports to NAEFO on funds received and any SCS expenses.
- f. Pay invoices forwarded by SCS.
- g. Communicate with SCS about any invoices received and paid relating to SCS conference responsibilities.

3. Pre-event logistics

- a. Arrange for photographer, if needed.
- b. Work with SCS to set food and beverage requirements.
- c. Work with SCS to determine staff rooming list, if needed.
- d. Determine process for volunteer recruitment; communicate with volunteers.
- e. Work with SCS on content and location, develop schedule and training for volunteers.
- f. Manage NAEFO rooming list.

4. Education Program/Agenda Development

- a. Develop the Conference education program, including selection of topics and conference schedule.
- b. Set conference education program (number of classes/workshops, size, etc.).
- c. Determine any pre or post conference education sessions.
- d. Invite speakers.
- e. Select conference speakers; arrange travel reimbursement or honorarium.
- f. Determine honorarium payments and schedule.
- g. Develop speaker contracts and execute.
- h. Set up process for getting W-9s and making speaker payments.
- i. Manage travel arrangements for speakers.
- j. Arrange for continuing education credit, if needed.
- k. Manage continuing education on-site.
- l. Communicate with speakers regarding speaker schedule.
- m. Manage handouts, if applicable, including the posting to the website.
- n. Work with SCS on conference evaluations, including developing, administering, analyzing and reviewing evaluations.
- o. Arrange facilitators for sessions and workshops.
- p. Determine welcome speaker to open conference.
- q. Communicate with keynote speaker regarding rehearsal, if needed.
- r. Develop script for opening and closing sessions, if applicable.
- s. Determine luncheon speaker, if applicable.
- t. Provide preliminary list of audio-visual needs two months before conference.
- u. Provide final list of audio-visual needs one month before conference.

5. Exhibitors/Sponsors

- a. Coordinate with SCS to determine best type of trade show.
- b. Work with SCS to develop exhibitor/sponsor prospectus.

- c. Develop initial list of potential exhibitors/sponsors for conference exhibition.
- d. Provide SCS with list of potential exhibitors/sponsors.
- e. Assist in managing sponsor benefits.

6. General

- a. Overall co-management of conference activities and processes.
- b. Be available during regular business hours to answer phone calls and respond to emails regarding program content.
- c. Working with SCS, determine audio-visual needs based on program; communicate with SCS.
- d. Working with SCS, determine food and beverage needs/times based on program; communicate with SCS.
- e. Working with SCS, assign meeting space to education programs.
- f. Working with SCS, determine best location for registration.
- g. Coordinate meetings in conjunction with conference.
- h. Coordinate any shipping for NAEFO needs.

7. On-Site

- a. Coordinate any tables that need to be reserved for luncheons or receptions.
- b. Recruit and coordinate volunteers; working with SCS, set volunteer schedules.

8. Post-event

- a. Send thank-you notes to speakers.
- b. Pay all conference expenses upon presentation of approved invoices from SCS.

EXHIBIT B: MEMBERSHIP SERVICES

SCS will perform the following:

- I. Create and maintain an online membership system.
- II. Collect all membership dues for NAEFO.
- III. Provide quarterly membership reports.
- IV. Work with NAEFO to solicit sponsors for association and conference.