

TIMING SERVICES AGREEMENT

THIS TIMING SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2010, by and between THE CITY OF MANASSAS PARK, a Virginia municipal corporation (the "City"), and KINETIC ENDEAVORS, LLC, a North Carolina limited liability company (the "Vendor").

WITNESSETH:

WHEREAS, the City desires to have a running event on March 13, 2010 (the "Event") to benefit the annual July 4th celebration; and

WHEREAS, the City lacks sufficient resources to provide adequate timing services for the running event.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

A. SCOPE OF SERVICES

1. The City agrees to allow the Vendor to provide timing services for the Event.
2. Compensation and Method of Payment:
 - a. For services timely and properly provided by the Vendor under this Agreement, the City will pay the Vendor the total amount of _____ dollars (\$_____) subject to the terms of this Agreement. No payment shall be made for any service rendered by the Vendor except for services identified and set forth in this Agreement.

No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City.

Payments by the City shall be made in accordance with the following schedule:

1) Base fee for timing 400 athletes	\$ 2,500.00
2) \$500 for each additional timed distance offered (2)	\$ 1,000.00
3) \$3/registered athlete over 400	\$ invoiced
4) \$2/race day/packet pick up at registration	\$ invoiced
5) \$15 per lost chip	\$ invoiced
6) \$0.75/mile (RT from Richmond, VA)	\$ invoiced
7) 2 hotel rooms on Friday March 12, 2010	\$ invoiced
8) Overnight shipping of materials, as requested	\$ invoiced

- b. The Vendor agrees to provide 'on-line' registration and website access at www.setupevents.com and forward all funds associated with the 'on-line' registration payments twice per month for the duration of this Agreement. All checks shall be made payable to "The City of Manassas Park".
 - c. Late Payments and Default. Any amount due under this Agreement which is thirty (30) days past due and not in good faith dispute is subject to a service charge of one and one-half percent (1.5%) per month which is equivalent to

the annual percentage rate of either (18%) on the delinquent amount from the date when thirty (30) days past due until paid.

B. TERM

This Agreement shall provide for the efficient operation, supervision, training and management of the timing services for the 10 mile, 10 kilometer, and 5 kilometer running events, subject to the express terms and conditions set forth herein. This Agreement shall expire and terminate no later than April 13, 2010.

C. MISCELLANEOUS

1. The City shall provide a one thousand dollar (\$1,000.00) deposit due upon execution of this agreement. This \$1,000.00 deposit shall be deducted from the base fee and the balance of the base fee shall be paid to the Vendor within ten (10) days after the event.
2. The City shall suspend all on-site registration thirty (30) minutes prior to the start of each running event.
3. The Vendor shall provide chip timing for all registered athletes. The timing chips shall be disbursed just prior to the start of each race on March 13, 2010.
4. The Vendor shall supply preliminary results during each race. The Vendor shall supply award-ready results within twenty (20) minutes after the last racer finishes each race.
5. The Vendor shall post on-line race results within forty-eight (48) hours following the event and shall forward all html files, via email, to the City.
6. The Vendor shall supply an inflatable finish line arch and a 150-foot fenced-in finish line chute.
7. The Vendor shall provide onsite training and supervision for packet pickup.
8. The City reserves the right to terminate this Agreement with ten (10) days' written notice to Kinetic Endeavors, LLC for any reason deemed in the best interest of the City.
9. The Vendor reserves the right to terminate this Agreement with ten (10) days' written notice to the City for any reason, at will.
10. Upon termination or expiration of this Agreement, the Vendor, shall, at its own expense, remove all its equipment from the City of Manassas Park.
11. The parties will abide by all local, state and federal laws, regulations, rules and other applicable requirements.
12. Neither party shall be liable for losses, damages or expenses caused by failure to conduct business as provided herein if delay or cancellation is caused by war, riots, strikes, labor difficulties, governmental regulations, or any other accident or circumstances over which the party has no control.
13. The Vendor shall indemnify and hold the City (including its elected officials, department, officers, agents, and employees) harmless from any and all damages and other injuries which may occur as a result of the Vendor's activities

in the City, or the activities of the Vendor's sub-contractors, agents and/or employees, with regard to this Agreement.

14. The Vendor shall provide the City with one million dollars (\$1,000,000.00) in liability insurance naming the City (and its elected officials, department, officers, agents, and employees) as an additional insured.
15. The Vendor shall reimburse the City for all costs incurred as a result of actions taken to enforce this Agreement (including, but not limited to the cost of serving legal notice, court costs, and reasonable attorneys' fees) as allowed by state law.
16. The parties hereby represent and warrant that all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.
17. This Agreement constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all previous communications, either oral or written, of the parties. This Agreement may be modified or amended only in writing signed by each of the parties hereto and will remain in effect through changes in ownership of the Vendor.
18. This Agreement shall be construed as having been made and delivered within the Commonwealth of Virginia. Each party acknowledges that (i) this Agreement shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance, and (ii) any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions hereof, shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

Signed this _____ day of _____, 2010.

CITY OF MANASSAS PARK

KINETIC ENDEAVORS, LLC

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Witness: _____
Date: _____