

## **RESOLUTION 57 - 24**

### **RESOLUTION OF THE BOROUGH OF CLAYTON AUTHORIZING CONTRACT WITH MUNI REG TO CONDUCT VACANT PROPERTY REGISTRATION**

**WHEREAS**, the Borough of Clayton previously utilized the services of Property Registration Champions, LLC d/b/a ProChamps for the registration and follow-through on vacant/abandoned properties through a Shared Service Agreement with the County of Gloucester; and

**WHEREAS**, ProChamps filed a petition on July 19, 2023 commencing an assignment for the benefit of creditors; and

**WHEREAS**, the Borough of Clayton further received notice from the County of Gloucester that the Shared Service Agreements through the County of Gloucester for the services of ProChamps had been terminated as of July 19, 2023; and

**WHEREAS**, the Borough Council of the Borough of Clayton obtained a proposal for said service from MuniReg, LLC; and

**WHEREAS**, the Borough of Clayton recommends awarding of a contract to MuniReg, LLC at the cost of \$125 per registration; and

**WHEREAS**, based upon cost and experience, the Borough Council wishes to award the contract to MuniReg, LLC.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Clayton, County of Gloucester and State of New Jersey as follows:

1. That a contract between the Borough of Clayton and MuniReg, LLC be and is hereby authorized.
2. That the Mayor and/or Borough Administrator be and are hereby authorized and directed to execute said contract.

**ADOPTED** at the meeting of the Borough Council of the Borough of Clayton held on  
February 8, 2024.

**BOROUGH OF CLAYTON**



\_\_\_\_\_  
THOMAS BIANCO, Mayor

**ATTEST:**



\_\_\_\_\_  
Christine Newcomb, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on February 8, 2024.

\_\_\_\_\_  
Christine Newcomb, Borough Clerk

## SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is made as of the 8<sup>th</sup> day of February, 2024 (the "Effective Date"), by and between CLAYTON, NEW JERSEY (the "Client"), and MUNIREG LLC, an Ohio limited liability company ("MuniReg").

### RECITALS

- A. Client is a municipal corporation.
- B. Vacant and/or abandoned properties located within the Client's jurisdiction (each, a "Property," and collectively, the "Properties"), increasingly are in violation of the Client's laws, regulations, codes, and ordinances (collectively, the "Codes"), pertaining to the care of lawns and exterior maintenance.
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client's jurisdiction.
- D. To address these issues related to the maintenance of vacant and/or abandoned Properties; Ordinance No. 6-2024 titled "MUNIREG" ("Resolution") was adopted by the Client on the 22<sup>nd</sup> day of February, 2024.
- E. Pursuant to the authority granted under the Resolution, the Client desires to enter into this Agreement with MuniReg in order to provide certain Services (defined below) authorized pursuant to the Resolution and to register properties with mortgages in default (each, a "Registration"), thereby allowing the Client to efficiently and proactively enforce compliance with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any fees associated with such registrations (the "Registration Fees").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Engagement and Services.

During the Term (defined below) of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached Exhibit A (the "Services"). The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and all Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

#### 2. Term and Termination.

- (a) Term. The term of this Agreement shall begin on the Effective Date and continue for twenty-four (24) months (the "Initial Term"), and thereafter for

successive one (1) year renewal terms (each, a "Renewal Term," and together with the Initial Term, the "Term"), until terminated pursuant to Section 2(b).

(b) Termination. This Agreement may be terminated by either party with or without cause, immediately upon thirty (30) days' prior written notice to MuniReg. Either party may also terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg's property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg's property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. Finally, this Agreement will automatically terminate in the event that MuniReg's authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination of this Agreement, MuniReg will cease performance of all Services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, 10 and 11 shall survive such termination and remain in effect, as well as any provision that ought reasonably be construed to survive such termination. Upon termination of this Agreement: (i) each party shall promptly (and within no more than ten (10) days) return to the other or destroy all data, materials, and other property of the other party then held by it (including all copies thereof, provided that MuniReg may keep a copy for its records); and (ii) MuniReg shall promptly (and within no more than ten (10) days) remit to the Client the portion of Registration Fees owed to the Client under the terms of Exhibit A (less any fees or other amounts payable to MuniReg under the terms of Exhibit A). In addition, for a period of six (6) months following the termination of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing similar Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

### 3. Compensation.

(a) Payment for Services; Expenses. As compensation for the Services, MuniReg shall retain the amount per each collected Registration Fee as set forth in the attached Exhibit A. Except as specifically provided on Exhibit A, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached Exhibit A shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any. Taxes related to income based on the Services provided, as

well as taxes based upon MuniReg's net income, are excluded. If MuniReg is required to pay any such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty (30) days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

#### 4. Independent Contractor Status.

MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

#### 5. Representations and Warranties.

(a) MuniReg Warranties. MuniReg represents and warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (ii) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (iii) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Client Warranties. Client represents and warrants that: (i) it has the power and authority to pass the Resolution authorizing MuniReg to perform the Services and to enter into this Agreement; (ii) the execution of this Agreement by the person representing Client is sufficient to render the Agreement binding; and (iii) neither Client's performance hereunder nor the exercise by MuniReg of any rights granted to it hereunder will violate

any applicable laws or regulations, or the terms of any other agreement to which Client is a party.

6. Indemnification.

(a) Indemnification by MuniReg. MuniReg will defend, indemnify and hold harmless the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation, reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual infringement or any U.S. or foreign patents, trademarks or copyrights or for actual violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials; or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder.

(b) Indemnification by Client. Client will defend, indemnify and hold harmless MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any Damages arising from or relating to: (i) the negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; (ii) a material breach of Client's obligations, representations or warranties under this Agreement; (iii) a third party claim arising from or related to work performed by Client's prior service provider; or (iv) a third party claim arising from or related to: (A) the Registration Fees structure, (B) a challenge to the constitutionality of the Resolution, or (C) any other challenge relating to the electronic registry; provided, however, that the total aggregate liability of the Client to provide an indemnification under this Section 6(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000.00.

(c) Indemnification Procedure. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless MuniReg requires that it be notified of a proposed settlement and have the opportunity to provide prior written consent.

7. Client Obligations.

(a) In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.

(b) Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration

program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. MUNIREG'S LIABILITY SHALL IN ALL CASES BE LIMITED TO THE FEES ACTUALLY RECEIVED BY MUNIREG FOR SERVICES PERFORMED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE CLAIM FOR LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS CONTAINED HEREIN WILL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (II) A BREACH OF SECTION 9 (INTELLECTUAL PROPERTY), SECTION 10 (CONFIDENTIALITY) OR SECTION 12 (NON-SOLICITATION). Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose.

9. Intellectual Property.

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any Intellectual Property Rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 9(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will also include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 9(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a revocable royalty-free, non-exclusive, transferable right and

license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

#### 10. Confidentiality.

(a) Generally. Subject to a Freedom of Information Act ("FOIA") request, during the Term of this Agreement and beyond, each party (for purposes of this Section 10, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 10, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, including but not limited to trade secrets, information, data, know how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the "Confidential Information"). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party's performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party's performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 10) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the



Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) **Compelled Disclosure.** Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) **Client Information.** All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Information for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to FOIA or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) **Audit and Inspection Rights.** MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary for the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1,000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection

cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

#### 11. Insurance.

Throughout the Term of this Agreement, MuniReg shall maintain the following policies of insurance: (i) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Client's employees are located; and (ii) errors and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and noncontributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required general liability insurance coverage amounts of \$1 million per occurrence, \$2 million in the aggregate, which shall be freely available to Client upon request. The insurance required by this Section 11 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

#### 12. Non-Solicitation.

Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 12 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

#### 13. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject

matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or federal courts located in Cuyahoga County and each party hereto consents to the exclusive personal jurisdiction of such courts. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

Address 1:

Address 2:

Email:

Attention:

To MuniReg:  
MuniRegLLC  
27900 Chagrin Blvd.  
Ste. 225  
Woodmere, OH 44122  
E-mail: mhalpern@munireg.com  
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 13(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the postmark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, epidemic or pandemic, or other cause not the fault of the affected party (each, a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not


export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchase, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploiting additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached Exhibit.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”



By: Tom Bianco, Mayor  
Print Name: Borough of Clayton  
Title:

“Contractor”

MUNIREG LLC

By: \_\_\_\_\_  
Michael Halpern  
President

## **EXHIBIT A**

### **Services**

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain **\$125** of each collected Registration/Renewal Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) in quarterly payments during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance in order to enable compliance. The website [www.MuniReg.com](http://www.MuniReg.com) will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.
9. MuniReg shall not have any responsibility or obligation to attempt to collect outstanding receivables owed to Client from a prior service provider who performed similar services.