

MEMORANDUM OF UNDERSTANDING

Between

Redwood Youth Soccer League and the Peninsula Soccer Referee Association

1. PARTIES. The Redwood Youth Soccer League (RWL) is a 501(c)3 non-profit corporation located in San Mateo County, California. The Peninsula Soccer Referee Association (Pensra) intends to incorporate and apply to be a 501(c)3 corporation.
2. REPRESENTATION. The initially adopted Pensra bylaws will include provisions that a member of the PENSRA Board of Directors will be nominated by the RWL.
3. INTELLECTUAL PROPERTY. RWL gives Pensra a non-exclusive license to all RWL interest in the data, service marks, trademarks, domain names and copy righted material associated with the www.pensra.org website and existing as of the date of this agreement. The data, service marks, trademarks, domain names and copy righted material associated with the www.pensra.org website becomes the property of Pensra at the conclusion of the term of this agreement.
4. ASSIGNING SERVICES. During the term of this agreement, Pensra will provide assigning-software-related services for designated matches hosted by RWL affiliated clubs. A list of affiliated clubs is found in Appendix A. Designated matches are listed in Appendix B.
5. START UP EXPENSES. RWL will make a onetime \$2500 payment to Pensra at the acceptance of this agreement. Pensra will use these funds to procure insurance, accounting software, accounting services, post office box and for other similar startup expenses.
6. ANNUAL PAYMENT. RWL will pay Pensra an annual fee of \$4160, due January 1st of each year during the term of this agreement. Any expansion of the list of affiliated clubs, or an increase in excess of 10% of designated matches over the 2014 level will incur reasonable additional charges.
7. CLIENT AGREEMENT. Each club will designate at least one individual that will annually agree to a Client Services agreement with Pensra that will detail specific provisions and policies established by the Pensra Board of Directors.
8. INSURANCE. Pensra will obtain directors and officers insurance. Pensra will obtain general liability insurance.
9. PERSONAL INFORMATION SHARING. Pensra will inform every individual when they next logon to the www.pensra.org website that Pensra is a new organization and that the individual can request to have their data removed from the Pensra website.
10. DISSOLUTION. In the event that the Pensra organization dissolves, all Pensra assets will revert to the RWL.
11. TERM. This agreement shall take effect 9/15/2015 and remain in effect through 12/31/2020 . This agreement will automatically renew for additional one year terms unless either party notifies the other that it would like to renegotiate the terms of the existing agreement. Such notification must be made at least 60 days before the automatic renewal date. If agreement

