

SERVICE AGREEMENT

This Contract for Services is made effective as of June 1, 2021, by and between Michigan Radiological Society of 4045 E Carpenter Rd., Genesee, MI 48506 (the "Recipient"), and Symmetry Resource Services, LLC of 4045 E Carpenter Rd., Genesee, MI 48506 (the "Provider").

DESCRIPTION OF SERVICES. Beginning on June 1, 2021 Symmetry Resource Services, LLC will provide to Michigan Radiological Society the services as outlined in the attached Administrative Services Manual (ASM).

1. WORK.

- a) **Performance of Work.** Recipient retains Symmetry Resource Services, LLC as an independent contractor to provide an individual who will perform such services as agreed to by the Recipient. Unless approved in writing by the Recipient, it is understood that Provider will designate its member, Shannon Sage (hereinafter "MEMBER") to perform all the specified services under this Agreement.
- b) **Best Efforts.** Provider agrees to work diligently and use Provider's best efforts in providing such Work under this Agreement.
- c) **Hours and Discretion.** Such Work shall be performed only when requested by Recipient and accepted by Provider as provided above. Provider shall determine the scheduling of hours worked by Provider.
- d) **Work.** It is understood by the Parties that Provider will, at a minimum perform the work as outlined in the attached ASM. The parties hereto have read the ASM, agree to and fully understand its contents and incorporate the ASM as part of this Agreement.

2. PAYMENT. Payment shall be made to Provider in the total amount of \$60,000.00 for services rendered for 12 months, in regular payments of \$5,000 per month until the termination of this contract. A portion of this payment will be used toward a yearly membership for the MEMBER in the Michigan Society of Association Executives (MSAE). Membership in the MSAE will allow the MEMBER to access valuable tools and services to be used for the betterment of the Recipient's business.

In no case will the compensation to Provider for work performed exceed this agreed upon amount for any one month during the term of this agreement unless approved by the Board of Trustees. All amounts paid shall be reported to the appropriate governmental entities on IRS Forms W-9 and 1099.

3. TERM. This contract shall automatically renew every two years.

4. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. STATUS. Neither this Agreement nor the work performed by Provider under this Agreement will create a partnership, joint venture, agency, employer/employee or similar relationship between Recipient and Provider. Provider is an independent Provider. Provider shall not have any authority to assume or create any obligation on behalf of, or in the name of Recipient unless specifically authorized by Recipient's Board of Trustees to do so. Recipient is interested only in the results obtained under this Agreement. The manner and means of Provider's performance under this Agreement are within the sole control of Provider, subject to any limitations contained in this Agreement. While working on Recipient's assignments, Provider shall not be subject to employment manuals or written procedures, but shall observe Recipient's policies on office hours, proper decorum, and conduct.

6. TAXES. Provider shall be responsible for any employment tax and all other taxes arising out of the performance by Provider of Provider's services on behalf of the Recipient. Provider will not be included in any employee fringe benefit programs of Recipient and shall not be considered an employee of Recipient for any purpose including, but not limited to, for federal income purposes.

7. EXPENSES. Except for reasonable business expenses and travel to and from and accommodations at the annual American College of Radiology meeting, Provider shall pay from Provider's own funds, all items such as personal office, and all other expenses of doing business, including but not limited to health insurance, automobiles, automobile mileage and taxes.

8. RETURN OF MATERIALS. Upon termination of this Agreement, Provider agrees to immediately return to the Recipient all of Recipient's and/or its Customer's property including, but not limited to, audio/visual equipment, confidential information, manuals, files, financial documents, records of any kind, printouts, and any other materials, or electronically stored information of any kind and other property of Recipient or its customers. Provider agrees not to retain or give to others any photocopies or other duplicates of such materials or property. Receipts electronic files are backed up daily on the Microsoft OneDrive cloud and can be accessed at any time upon request by a member of the Executive Committee.

9. TERM AND TERMINATION. This agreement shall begin on the date of this Agreement, and shall automatically renew every two years, unless terminated earlier by either party.

(a) This Agreement may be terminated in the following ways: by either party with or without cause and with or without reason upon providing the other party with thirty (30) calendar days prior written notice of the intent to terminate; by Recipient immediately for cause, as defined herein; or by Provider immediately, and without prior notice for non-payment of amounts owed by Recipient for a period in excess of thirty (30) days.

(b) For purposes of the foregoing, "cause" means:

- any material breach by Provider in the performance of duties or obligations under this Agreement, not cured within seven (7) days of notice by Recipient.
- gross neglect, malfeasance, willful neglect, willful misconduct, or dishonesty, improper conduct, or omission of a crime.
- the death or disability of the Designated Member in the discretion of Recipient; "Disability" shall mean the inability of Designated Employee to substantially perform regular duties under this Agreement because of a

medically determinable disease, injury or other mental or physical disability which continues in excess of thirty (30) consecutive workdays, subject to applicable federal or state law.

(c) In the event this Agreement is terminated by Recipient without cause, Recipient shall be liable to Provider for compensation for all work in progress as of the date of the termination.

(d) In the event that the designated Member, Shannon Sage, is no longer able to perform the duties outlined in this contract, the position will temporarily revert to Christina Burkitt, who will handle the day-to-day operations until such time as the Recipient can find a replacement. In the event of an emergency change in operations the Recipient is advised to contact the Michigan Society of Association Executives at 517-332-6723 or go to www.msae.org to assist in finding a new association management company.

10. TERM AND TERMINATION. Provider and Recipient agree that Provider may work for others while this Agreement is in effect, provided such work does not conflict and/or compete with that work being performed by Provider for Recipient.

11. COMPLIANCE WITH LAWS. Provider represents and warrants to Recipient that all services provided under this Agreement by Provider will be furnished in full compliance with applicable federal, state, and local laws and regulations.

12. INSURANCE. If required by law, Provider shall provide Provider's own workers' compensation insurance. Provider shall maintain adequate general liability insurance coverage to fully protect both Provider and Recipient from any and all claims of any kind or nature for property damage, personal injury, or death, made by any person, arising from performance of the Work, or any activities in connection with them, by Provider or any person engaged or employed by Provider. Provider agrees to provide Recipient with copies of certificates verifying such insurance coverage.

13. INDEMNITY.

a. **Provider.** Provider agrees to defend and hold Recipient harmless from and indemnify Recipient against any liability or expense (including attorneys' fees) arising out of any breach of this Agreement by Provider or arising out of any claim that Recipient is liable for any injury to any person or damage to property due to Provider's acts or arising out of any federal, state, or local law, regulation or code for work performed by Provider under this Agreement.

b. **Insurance.** The indemnification provision of subparagraphs (a) and (b) above is inapplicable to the extent the injury or damage is covered by available insurance. Recipient and Provider waive any right of subrogation to the extent of available insurance.

14. ARBITRATION. In the event that any controversy or claim arising out of this Agreement or the relationship between the parties cannot be settled by the parties, the parties agree to submit the dispute to binding arbitration under the Commercial Arbitration Rules, as amended, of the American Arbitration Association before a single arbitrator in the Grand Rapids, Michigan metropolitan area. This covenant to arbitrate shall be specifically enforceable. The result of the arbitration shall be final and binding on all parties, and in accordance with applicable law, judgment of any Michigan or other court having jurisdiction may be entered upon the award rendered by the arbitrator. Any claim for arbitration shall be made within one

(1) year after the events giving rise to the dispute occurred.

15. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision of this Agreement, thus this Agreement shall be construed as if this Agreement had never contained such invalid illegal or unenforceable provisions.

18. WAIVER. Failure of either party to require performance by the other party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement.

10. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

20. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Michigan Radiological Society

By: _____

Service Provider:
Symmetry Resource Services, LLC

By: _____
Shannon R. Sage