

**The Board of Education of Howard County ("HOWARD COUNTY PUBLIC
SCHOOL SYSTEM" or "Board" or "HCPSS" or "SCHOOL")**
ELLICOTT CITY, MD
AGREEMENT FOR CONSULTANT/CONTRACTOR
(Agreements Valued Between \$1-\$49,999)

Bid/ Contract #: 2026.0008 **Bid/Contract Title:** Fundraising Event - Boosterthon

Consultant/Contractor Name: Booster Enterprises

Contact Name: Mallory Sanner **Email:** mallorys@choosebooster **Phone:** [REDACTED]

This agreement is entered into this 3rd day of September, 2025, by and between
Howard County Public School System, {hereinafter "School"} and
Booster Enterprises {hereinafter "Consultant/Contractor."}

WHEREAS the SCHOOL desires the Consultant/Contractor to perform certain work and services in accordance with the terms and conditions set forth herein, and the Consultant/Contractor is ready, willing, and able to perform such work and services,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledges, the parties agree to the following terms and conditions:

I: SCOPE

Consultant/Contractor shall provide all required labor, supervision, materials, equipment and transportation to deliver the following services to the Board:

Fundraising Event - Boosterthon

II: TERM

Once awarded, this Agreement shall remain in force and effect for the period beginning September 3, 2025 and terminate on June 30, 2026.

III: COMPENSATION

Consultant/Contractor shall receive full compensation for all work and services performed hereunder and full reimbursement for travel, if any, connected with the performance of such work and services:

CHECK APPLICABLE BOX(ES):

☐ A flat fee of \$_____.

☒ As attached on Appendix D

Fees shall be inclusive of all costs, expenses, travel, travel time, mileage, accommodations and subsistence as applicable. The School will not pay for additional fees that have not been agreed to in writing prior to occurring.

IV. PAYMENT

Compensation due to Consultant/Contractor hereunder shall be paid upon receipt of an Invoice and Internal Revenue Service W-9 Form by the SCHOOL Accounting Office. Payment will not be made if the form is not complete, and payment will not be made more often than once per month.

V. TERMINATION

TERMINATION FOR CAUSE: Should Consultant/Contractor fail to perform fully, faithfully and promptly any obligation owed to SCHOOL under this Contract, then SCHOOL may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety. Such termination, or failure to terminate, by SCHOOL shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which SCHOOL may have against Consultant/Contractor. No failure of SCHOOL to utilize a remedy afforded by law or contract upon any breach by Consultant/Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Consultant/Contractor in the future.

Howard County Public School System - Agreement for Consultant/Contractor

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TERMINATION FOR CONVENIENCE: The performance of work under this Contract may be terminated by SCHOOL in accordance with this clause in whole, or from time to time in part, whenever SCHOOL shall determine that such termination is in the best interest of SCHOOL by providing written notice thereof to the Consultant/Contractor at least thirty (30) days prior to the date of intended termination. SCHOOL will pay all reasonable costs associated with the Contract that the Consultant/Contractor has incurred up to the date of termination; provided however, that the Consultant/Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. Except as may be provided by law, the Consultant/Contractor shall have no corresponding right to terminate this Agreement.

VI. WAIVER

Should the Consultant/Contractor require a waiver of any sort from the participants in an activity, then the waiver in APPENDIX A must be used for all adult and student participants. No other waiver from the Consultant/Contractor is allowed to be provided to adults or students participating in any activity provided or associated with the vendor.

VII. INDEMNIFICATION

To the fullest extent permitted by law, Consultant/Contractor at its sole cost and expense, shall indemnify, defend, pay on behalf of, and save harmless the Board, (HCPSS), its Board members, officers, agents, and employees, from and against all suits, actions, claims, demands, damages, losses, expenses, attorney fees and/or costs of every kind and description to which the Board may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from or relating to Consultant/Contractor's performance of the work specified herein or performed under this Agreement, or any part thereof, or by or on account of any act or omission of the Consultant/Contractor, its agents or employees. The whole or so much of the moneys due, or to become due the Consultant/Contractor under the Contract, as may be considered necessary by the Director of Purchasing, may be retained by HCPSS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Director of Purchasing .

VIII. GOVERNING LAW

This agreement shall be construed and enforced under the laws of the State of Maryland. Any and all lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Howard County, Maryland.

IX. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the parties related to this contract.

X. INSURANCE

Note: This contract **cannot** be used for *medical, architectural, engineering, construction, chemical, petroleum, other environmental or unusual exposures that will arise as a result of the contract.*

General Insurance Requirements

1.1 - The Consultant/Contractor shall not commence any operations or services on behalf of the Board under this Contract until the Consultant/Contractor has obtained, at the Consultant/Contractor's own expense, all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant/Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Agreement.

1.3 - The Consultant/Contractor shall require all Subcontractors to maintain during the term of the Agreement insurance to the same extent required of the Consultant/Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant/Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Board

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant/Contractor from any liability or obligation imposed upon the Consultant/Contractor by the provisions of this Agreement.

1.6 - If the Consultant/Contractor does not meet the insurance requirements of this Agreement, the Consultant/Contractor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant/Contractor must comply with the insurance requirements as specified in this Agreement.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant/Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Consultant/Contractor or imposed by the Consultant/Contractor's insurer(s) shall be the sole responsibility of the Consultant/Contractor.

1.9 - If the Board is damaged by the failure or neglect of the Consultant/Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant/Contractor shall bear all reasonable costs properly attributable thereto.

2- Consultant/Contractor's Insurance

2.1 - The Consultant/Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	1,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Consultant/Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Consultant/Contractor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$	100,000	each accident for bodily injury by accident;
\$	100,000	each employee for bodily injury by disease; and
\$	500,000	policy limit for bodily injury by disease.

2.1.4 - If the Consultant/Contractor is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.6 - If professional services are provide, then required Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$	1,000,000	each claim or wrongful act; and
\$	2,000,000	annual aggregate.

2.2 - The Board of Education of Howard County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant/Contractor's commercial general liability insurance with respect to liability arising out of the services provided under this Agreement by Consultant/Contractor.

2.3 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant/Contractor's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant/Contractor's liability insurance policies required herein.)

2.4 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 - If any liability insurance purchased by the Consultant/Contractor has been issued on a "claims made" basis, the Consultant/Contractor must comply with the following additional conditions:

2.5.1 - The Consultant/Contractor shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Board for Consultant/Contractor's services under this Agreement. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of Consultant/Contractor's services under this Agreement; or

2.5.2 - The Consultant/Contractor shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Board for Consultant/Contractor's services under this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of Consultant/Contractor's services under this Agreement.

XL WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Consultant/Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Howard County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant/Contractor under this Agreement. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, Consultant/Contractors, agents and employees. The Consultant/Contractor shall advise its insurers of the foregoing.

Acknowledgment of Consultant/Contractor's Independent Contractor Status and No Coverage for Consultant/Contractor under Board's Workers Compensation Coverage

Consultant/Contractor hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant/Contractor or its employees during the Consultant/Contractor's performance of services for the Board.

Damage to Property of the Consultant/Contractor and its Invitees

To the fullest extent permitted by law, the Consultant/Contractor shall be solely responsible for any loss or damage to property of the Consultant/Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

XII. SEX OFFENDER NOTIFICATION

Maryland law requires sex offenders to register with the local law enforcement agency, See *Annotated Code of Maryland*, Criminal Procedure Article, §11-722. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for SCHOOL, we require that you do not employ registered sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law requires that any person who enters a contract with a County Board of Education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine, or both.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including immediate termination of the Agreement.

XIII. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the School System. Such persons, if requested by the School System, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the School System may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from School System property.

XIV. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Consultant/Contractor shall act solely as an independent contractor, and nothing contained in or implied by this agreement shall be construed at any time to create any other relationship between SCHOOL and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

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XV. SCHEDULE OF ATTACHMENTS INCORPORATED BY REFERENCE

Both parties hereby agree that the documents described below are attached to this Contract and hereby incorporated into and made an integral part of this Contract:

Title of Document(s)

Appendix A – Consent, Acknowledgment and Waiver Form (If Applicable)
Appendix B – STUDENT DATA SHARING AGREEMENT
Appendix C – W-9

Consultant/Contractor's Agreement may be attached as Appendix D for reference only. Any terms and conditions contained within Consultant/Contractor's agreement shall not be incorporated into nor made a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Robert J. Bruce

Digitally signed by Robert J.

Bruce

Date: 2025.09.18 15:54:15 -04'00'

Robert J. Bruce

Director of Procurement

Date

CONSULTANT/CONTRACTOR

Consultant/Contractor Name: Booster Enterprises

Address: 10400 OLD ALABAMA RD. CONNECTOR, SUITE 400, ALPHARETTA, GA 30022

Phone: [REDACTED] e-mail: mallorys@choosebooster.com

Federal ID or Social Security Number: [REDACTED] MDOT MBE Certification #: N/A

MD Dept. of Assess. & Taxation #: [REDACTED] eMaryland Marketplace Advantage #:

DGS Small Business Certification # (if any): N/A

Signature of Offeror: Mallory Sanner

Printed Name, Title and Date: Mallory Sanner Account Executive 9/4/2025

☐ Y ☐ N Are you a retired HCPSS employee?

BUSINESS REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Consultant/Contractor should contact the SDAT directly to determine their registration requirements:

[http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Consultant/Contractor that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State Consultant/Contractor must be in good standing with their home state authority.

eMaryland MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following

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notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested vendor register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

*This form must be approved by the requesting principal, and the Director of Procurement. The requesting principal or senior staff member must be the account manager responsible for the budget being charged and must provide an account number that includes sufficient appropriated budget funds to cover the agreement. NOTE: Agreements shall be established for the entire terms of the agreement.

**By signing this Agreement, the Consultant/Contractor understands and agrees to the terms and conditions presented herein.

***The use of a Social Security Number in this space may result in payment through Payroll with the deduction of appropriate Social Security, Federal, State and Local taxes from the amount invoiced, and the receipt of a W-2. The use of a Business Identification number will result in payment in total of the amount invoiced and the issuance of a 1099.

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APPENDIX A

Consent, Acknowledgement and Waiver Form

As a Service Provider we take safety seriously. As a pre-requisite for participation in our programs, we require that this Consent, Acknowledgement and Waiver Form be signed as a requirement to participate in our various activities.

I desire to attend and participate in activities sponsored by Service Provider. In consideration for Service Provider permitting me to attend and participate in the "Activities", I have agreed to execute this Consent and Acknowledgement and Waiver.

Description of Activities (collectively "Activities")

In this Agreement, Service Provider Activities include but are not limited to: (check the box and/or describe the activities)

1. walking
2. running
3. jumping
4. traversing on zip lines
5. swings
6. ropes courses including negotiating a ropes challenge course
7. walking on cable suspension bridges
8. climbing ladders
9. hiking in woods, across terrain
10. rappelling
11. climbing
12. kayaking with US Coast Guard approved flotation device (typically life jacket/vest)

Other: _____

Acknowledgement – Safety

I acknowledge that I am required to wear safety equipment provided by the Service Provider while participating in certain Activities. I am aware that there are guides or instructors or personnel available to answer questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that my mental and physical health are in a condition compatible with participating in the Activities and that I should seek medical advice if I know or suspect that my condition may be incompatible with Activities.

I acknowledge that I am not under the influence of alcohol, nor am I under the influence of any drugs, including prescription, illegal or over-the-counter medication, which could impair my ability to participate in the Activities. If I am taking medication, I affirm that I have seen a physician and have approval to participate in the Activities while under the influence of medication.

Assumption of Risks

I understand that these activities and services have an inherent level of risk of serious bodily injury and/or personal property damage and death. I am aware that participating in these activities involves some hazards including changing weather conditions which may cause some of the activities to become more hazardous. I am aware of the potential risk of negligence from other participants.

Consent

I consent to participate in all of the Activities offered by the Service Provider and understand that participation in these Activities carries certain risks including the risk of bodily injury and/or personal property damage. Service Provider will remain responsible for claims that are due to the negligence or intentional misconduct of Service Provider.

Governing Law

The laws of the State of Maryland shall govern the rights and obligations of the parties to this Consent, Acknowledgement and Waiver and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against Service Provider shall be brought solely in the appropriate state court in Howard County Maryland.

This release is a binding legal contract, please read it carefully before signing.

HCPSS Participant: _____ Tel #: _____

Address: _____ City: _____ State: _____ Zip: _____

HCPSS Participant Signature (if over 18 years old) or Guardian (if under 18 years old)

Date

Print name

APPENDIX B

STUDENT DATA SHARING AGREEMENT:

APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between Booster Enterprises ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT"). This agreement is valid for the entirety of the contractual arrangement between the VENDOR and HCPSS.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services: See Section I of the Contract.
- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

1. **Specific CLIENT DATA Shared Under this Agreement**

- i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the Education Record only for the purpose of fulfilling its duties under this Agreement.
- E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the

entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the CLIENT will promptly provide the VENDOR with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy breach (as hereinafter defined), as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (a "BREACH") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of a BREACH if VENDOR actually knows there has been a BREACH or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that a BREACH has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the BREACH. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of a BREACH, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with *Annotated Code of Maryland*, Education Article . § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.

- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

HCPSS:

By:

Robert J. Bruce

Digitally signed by Robert J. Bruce
Date: 2025.09.18 15:54:52 -04'00'

Signature

Robert J. Bruce, NIGP-CPP, CPPO, CPPB
Director of Procurement

Date

Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

VENDOR:

By:



Signature

Mallory Sanner **Account Executive**

Printed Name & Title

9/4/2025

Date

Booster Enterprises

Consultant/Contractor Name



SERVICES AGREEMENT

Appendix D

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on the below-listed effective date by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and the below identified **Client School** (the "**Client**"). Client and Booster are referred to collectively herein as the "**Parties**" (or individually as a "**Party**") with the following fundraising efforts:

CLIENT SCHOOL INFORMATION				
Effective Date:	Client/ School Name: Fulton Elementary		Organization Type: SCHOOL	
Address: 11600 Scaggsville Rd	City: Fulton		State MD	Zip 20759

In consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Booster and Client, intending to be legally bound, agree as follows:

1. Engagement. The Client hereby engages Booster to organize, market and manage a fundraising program (the "**Services**") as described below (the "**Boosterthon Program**") during the Program Term identified below (the "**Program Term**"). Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

Boosterthon Program Schedule		
Event	Date (s)	Parties Involved
Program Kick Off	2025-11-06	Boosterthon Team
Team Days	11/7-11/13	Boosterthon Team
Event	2025-11-14	Boosterthon Event Team
Program End		
[Fundraiser Description with other important Dates] n/a		

2. Costs and Payment. The total amount due to Booster in connection with the Boosterthon Program is determined by the three (3) separate fees and one (1) optional item listed below:

Set-Up Fee: \$ 1,000

Service Level Fee (choose one below):

☐ Support Service (☒ % of each contribution)
☐ Shared Service (☒ % of each contribution)
☒ Full Service (40 % of each contribution)

Platform Fee: 15% of each platform contribution

Donor Choice Program Option (select one option):

☒ Client will participate in Donor Choice program ☐ Client will not participate in Donor Choice program

DS
MS

3. Terms of Service; Signature. By signing this agreement, Client is also agreeing to the Standard Terms and Conditions (available through the hyperlink [here](#)), which are incorporated herein by

reference. This Agreement, along with these incorporated terms, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements (written or oral) with respect to such subject matter. In the event of any conflict between the incorporated terms and provisions of this Agreement, the terms of this Agreement shall govern. Client agrees that it has accessed, carefully reviewed, and fully understands this Agreement and the incorporated terms. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. An electronic signature shall be equivalent to and as binding as an original signature.

[Other Terms]

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

BOOSTER

DocuSigned by:

Mallory Sanner

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By: _____
Name: Account Executive
Title: _____
Date: 7/8/2025

CLIENT

By: Justine Sillers
Name: _____
Title: _____
Date: _____

By: HCPS Contracts
Name: _____
Title: _____
Date: _____