

IT SERVICES AGREEMENT – DRAFT

Between Moellman Enterprises LLC and [State Party Name]

This Service Agreement (“Agreement”) is entered into by and between **Moellman Enterprises LLC**, a Kentucky limited liability company, with a principal address at 475 Hickory Grove Rd, Foster, Kentucky (“Provider”), and **[State Party Name]**, with a principal address at [Insert Address] (“Client”), collectively referred to as the “Parties.”

1. Scope of Services

Moellman Enterprises LLC is assuming ownership of certain services previously provided by the Libertarian National Committee. As outlined in this Agreement, the following services will continue to be offered:

- Wordpress website hosting for content management
- Access to Client's data through existing Constituent Relationship Management (CRM) access, with ability to add contacts that are connected to the Client in some way (e.g., website sign-ups, voter registrations, in-person interactions)
- Basic individual email services (e.g., user@yourstateparty.org), up to 250GiB total capacity; this does not include mass email or broadcast email capabilities.
- Ticketing and project management systems provided to the Client to support their end-users

Data entered into the shared system by or on behalf of the Client shall be considered co-owned by both the Client and the Provider. Upon termination or non-renewal of this Agreement, the Client may request a copy of its data, which shall be provided in a commonly used digital format within thirty (30) days of the request, subject to any outstanding balances being paid in full.

2. Client Responsibilities

The Client agrees to the following responsibilities as a condition of using the services provided under this Agreement:

2.1 Client is solely responsible for all Wordpress content management, including creating, editing, and maintaining content on their website.

2.2 All users must use complex passwords and enable two-factor authentication for all accounts associated with the shared system.

2.3 All users with access to the system must sign a non-disclosure agreement (NDA) to protect sensitive data. Any customized NDA must be approved by the Provider.

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2.4 All bulk or broadcast email must be sent through an external email delivery service (such as Amazon SES or an equivalent provider). The system shall not be used for sending mass email directly.

2.5 Client shall not use, share, or process any data hosted on the shared system, or utilize any systems or services provided under this Agreement, in any way that violates applicable state or federal law or regulation.

2.6 Client shall be responsible for integrations with, and any associated fees for, external services—including, but not limited to, credit card processors, mass email or broadcast communications platforms, text messaging platforms, and other outside tools or services—which are not included in this Agreement and are the sole responsibility of the Client.

2.7 If the Client's current domain is owned by the Libertarian National Committee (LNC) or a third party, the Client shall either:

- Assume control of the domain directly, or
- Request that ownership be transferred to Moellman Enterprises LLC, in which case Client will be responsible for transferring the domain to Provider and an additional **\$25.00 USD per year, per domain** fee shall apply.

3. Service Fees

3.1 Subject to any adjustments described in Section 3.3, the monthly service fee for the initial twelve (12) months is **\$50.00 USD plus applicable taxes**, payable on the **1st day of each month**. This rate is guaranteed for twelve (12) months from the Effective Date and shall not increase during that period.

3.2 After the initial term, rate increases shall not exceed the **rate of inflation** as determined by the **U.S. Bureau of Labor Statistics Consumer Price Index (CPI)**, measured from **January 1, 2025**.

3.3 If the number of participating state affiliates utilizing the shared services falls below **twenty (20)**, the Provider may apply a **rate premium of 6%** for each state below that threshold. This premium shall take effect no earlier than **sixty (60) days** after written notice is provided to the Client.

4. Payment and Penalties

4.1 Payment is due on the **1st of each month**.

4.2 If payment is not received by the **5th day of the month**, a **late penalty of 10.5% of the outstanding balance** shall be applied.

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4.3 Continued non-payment for **more than thirty (30) days** may result in suspension of services.

5. Support Services

5.1 Support is provided on an **as-available basis** without guaranteed response or resolution time.

5.2 Clients may purchase additional support services from a list of approved vendors. **This list may be amended by mutual agreement of the Parties. The current approved vendors include:**

- Civi Co-Pilot (Andy Burns)
- Joinery (Allen Shaw)
- Matt Wire

6. Term and Termination

6.1 This Agreement is a **fixed-term 12-month contract**, beginning on **November 1, 2025**. The Agreement shall automatically renew for successive 12-month terms beginning each November 1st at the rate as adjusted in accordance with Section 3.2 and 3.3, unless Client provides written notice of termination to Provider no later than September 30th of that year.

6.2 The Parties may amend or terminate this Agreement at any time by mutual written agreement. All outstanding balances must be paid in full upon termination.

6.3 Either Party may terminate this Agreement immediately upon written notice, if the other Party:

- Materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice;
- Engages in illegal or unethical conduct in connection with the services;
- Becomes insolvent, files for bankruptcy, or ceases business operations.

Termination of this Agreement due to a breach by the Client shall not relieve the Client of its financial obligations under this Agreement. In such case, the remaining balance due for the full term of the Agreement shall become immediately due and payable.

7. Force Majeure

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Neither Party shall be liable for delays or failure to perform due to acts beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, internet or power outages, government action, or pandemics (“Force Majeure Events”). Obligations delayed due to a Force Majeure Event shall resume as soon as practicable.

8. Limitation of Liability

To the maximum extent permitted by law, Provider’s total cumulative liability to the Client for any claim arising out of or related to this Agreement, regardless of the form of action, shall not exceed the total fees paid by the Client to the Provider under this Agreement in the twelve (12) months preceding the claim.

In no event shall either Party be liable to the other for any indirect, incidental, consequential, special, or exemplary damages, including lost profits or business interruption, even if such damages are foreseeable or if the Party has been advised of the possibility of such damages.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless Moellman Enterprises LLC and its owners, agents, and subcontractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) arising out of:

- The Client’s use or misuse of the services provided under this Agreement;
- Any breach by the Client of its obligations or representations under this Agreement;
- Any violation of law or third-party rights by the Client or its users.

10. No Agency

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. The Client acknowledges that the Provider is acting solely as an independent contractor.

11. Severability

If any provision of this Agreement is deemed unlawful or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

12. Governing Law and Venue

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This Agreement shall be governed by the laws of the **Commonwealth of Kentucky**. Any disputes arising from or related to this Agreement shall be resolved in the appropriate state or federal courts located in **Kentucky**.

13. Entire Agreement

This Agreement represents the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date below.

Moellman Enterprises LLC

By: _____

Name: Ken Moellman

Title: Owner

Date: _____

[State Party Name]

By: _____

Name: _____

Title: _____

Date: _____