



MINUTES FOR BOARD OF DIRECTORS MEETING – January 22, 2018

Board Members

Sally Brown (c) Merrill Glustrom (e)
Pam Hyink (b) Tony Martinez (c)
Cassidy Murphy (d) John Regur (b)
Dan Sher (e) Chad Stamm (d)

Officers

President: Marty Evans
President-Elect: Mike Brady (a)
Past President: Bill Meyer (a)
Secretary (non-voting): George Browning
Treasurer: Shannon Lemmon

Ex-Officio

Marilynne Tarrall, BRCF Chair
Lenna Kottke, BRCF Vice Chair

Guests: Diane Sherry, Jeane Lindeke

Call to Order – 4:35 pm

Presentation of Previous Minutes – Approved 12/5/2017 (1)

Presentation of Centennial Committee’s Update / Recommendation

Lenna Kottke said that the three main ideas of the Committee were to create something tangible in the community which would recognize the Boulder Rotary Club, to provide a service project which would last more than one year and to plan a big celebration party. The committee is planning on a \$100,000 budget for the projects with the funding to come from member contributions, a paddle raiser at Wicked Good (potentially) and possibly matching funds from the Boulder Rotary Club Foundation.

One idea being considered is one or more water bottle filling stations in public areas. The city is enthusiastic about BRC’s suggestion, and they suggested the new Civic Area. An interior station costs about \$1300; an outdoor station is likely to be more expensive. There were no dissenting views expressed, but no action was taken concerning this idea.

The recommendation of the Committee was to approve the expenditure of \$50,000 for a mindfulness garden at Boulder Community Hospital. This area would be in the exterior courtyard on the ground floor in the public area.

Motion to accept the Committee’s recommendation of creating such a public space with recognition of Boulder Rotary Club’s sponsorship and to accept the proposed expenditure of \$50,000 – seconded and approved

Membership Issues

New members – Ruth Irvin and Phyllis Wise

Resignations - Four members resigned at the end of 2017 and another four members resigned in early January of this year.

LOA – Request by Yanni and Maria Roditis for six months ending June 30, 2018
Motion to grant requests for LOA status for six months for Yanni and Maria Roditis – seconded and approved

Roots – M. T. “Hony” Tarrall effective end of January
Motion to grant request by M.T. “Hony” Tarrall to move to Roots – seconded and approved

Liaison Reports

Youth Service – Chad Stamm (2)

Satellites – Mike Brady – Mike and Marty met with members of New Gen and Roots on January 22, 2017. The problem discussed involved New Gen participants who have never applied to be Rotarians. There are officially ten members, and approximately half haven't paid dues. More meetings will be held to address this concern.

ON DECK for February – Membership – Bill Meyer; Club Meetings – Mike Brady; Club Membership – Marty Evans – due February 21, 2018

President's Report

Election of Treasurer – Shannon Lemmon
Motion to elect Shannon as Treasurer – seconded and approved

Election of Assistant Secretary – Jeane Lindeke
Motion to elect Jeane as Assistant Secretary – seconded and approved

Authorization of signature authority as of Jan. 22, 2018 for the following Club officers on the Club accounts at our financial institutions: President Martha Evans, Past President William Meyer, President-Elect Michael Brady and Treasurer Shannon Lemmon

Motion to authorize signature authority for the Club officers, Martha Evans, William Meyer, Michael Brady and Shannon Lemmon, on the Club accounts at our financial institutions – seconded and approved

Authorization of view access for our bookkeepers, Bettsee Gotswald and Krista Koenig, on the Club accounts at our financial institutions

Motion to authorize view access for bookkeepers Bettsee Gotswald and Krista Koenig on the Club accounts at our financial institutions – seconded and approved

Fundraising focus

Boulder Beer Trail – Ale Trail Contract – (3)

Several questions were raised concerning the attached contract, and it was decided to defer action until the February meeting. Those familiar with the issues involved in this fundraiser will be invited to respond to the Board's questions and concerns.

“Change for Change”

The idea considered was to have a basket or other container where members can donate their change for a specific purpose. Some directors were in favor while others opposed the idea. The suggestion was made that this proposal would need an assigned champion who would oversee everything involved. The proposal was tabled.

Current and future events

We've had a fundraiser for water projects and we're considering a fundraiser involving beer. We need to think about themes for future events.

Awards – BRC, 5450 & RI

Marty asked for recommendations for recognizing members.

Updates: Rotaract representative; Up With People; Youth Relations – name change; Invoice request

We need a representative from the club to attend Rotaract meetings.

Marty denied a request from Up With People for a monetary contribution as our funds have already been committed.

The name of Youth Relations will be changed to Outstanding Student Recognition Committee.

A request was made by an active Satellite member for a reduction in dues from \$200 per year to \$120 per year because of financial difficulties.

Motion to deny request but to also try to find a sponsor help this member financially – seconded and approved

Secretary's Report

Member statistics / 214 total; 74 female, 140 male; 108 active; 64 active exempt – (4)

Friday meeting attendance – Dec. 2017 and Jan. 2018 – Average member attendance in December was 80 and was 79 for the first three meetings in January. (5)

Treasurer's Report

The Treasurer was asked to provide information about the aging of member accounts as we still have members who are in arrears for a significant period of time.

Authorization for Treasurer to open global grant accounts with international wire transfer capability.

Motion to authorize our Treasurer to open global grant accounts with our financial institutions with international wire transfer capability – seconded and approved

Report on financials

Rotary Balance Sheet – 12/31/2017 – (6)

Rotary Profit & Loss – 12/31/2017 – (7)

Open discussion

There is a need for someone to oversee our communications with Spice of Life to ensure that we do not run out of food.

WCSC approved \$7,000 for the El Rodeo Nicaragua project in 2016-2017 but did not fund it.

Concept to use \$7,000 from the Wine to Water fundraiser to fund this project approved without formal motion.

Adjournment – 6:00 pm

NEXT MEETING: 2/26/17 – 4:30-6:00 – Meadows Branch of Boulder Library

MINUTES FOR BOARD OF DIRECTORS MEETING – November 27, 2017

Board Members

Sally Brown (c)	Merrill Glustrom (e)
Pam Hyink (b)	Tony Martinez (c)
Cassidy Murphy (d)	John Regur (b)
Dan Sher (e)	Chad Stamm (d)

Officers

President:	Marty Evans
President-Elect:	Mike Brady (a)
Past President:	Bill Meyer (a)
Secretary (non-voting):	George Browning
Treasurer:	Christine Ludwig

Ex-Officio

Marilynne Tarrall, BRCF Chair
 Lenna Kottke, BRCF Vice Chair

Guests - Diana Sherry, Scott Nelson

Call to Order – 4:34 pm

Presentation of Previous Minutes – Approved 11/1/2017

Presentation of Centennial Committee’s update

Lenna Kottke is co-chairing the Centennial Committee with Jon Kottke, and she presented three main ideas the committee is considering: a service project which would last more than just one year; the creation of something tangible in the community; and a big celebration party. Diana Sherry proposed that BRC contribute to one of the courtyards at Boulder Community Health, either the public courtyard (about \$400,000) or the interior courtyard on the third floor next to the Behavioral Wellness wing (about \$50,000). Another idea proposed was to provide a water bottle filling station on the Pearl Street mall, and yet another was to support the tree planting initiative of the Preserve Planet Earth and the Peacebuilders Committees. Any project undertaken should result in increasing the visibility of BRC in the community. Lenna welcomes ideas and feedback for celebrating BRC’s 100th year

Treasurer’s Report

World Community Service Committee budget

The World Community Service Committee, via chairperson Scott Nelson, requested that the Wine to Water proceeds from June 2017 not be designated to any specific project or type of project. They requested that the committee be permitted to use those proceeds for any type of project. Because the publicity of

W2W indicated that the proceeds would go specifically to water projects, a number of members of the Board felt that the money raised this year at W2W has to go to water and sanitation projects. If not all of the proceeds are spent this year on such projects, that excess money can be held over to next year.

In order to formally respond to the WCSC's proposal, Bill Meyer on December 4, 2017 moved the following: "Wine to Water proceeds from June 2017 are designated for use on water and sanitation projects. If not all of the proceeds are spent on such projects in Rotary year 2017-2018, the unused funds can be held over for use by the committee on such projects during subsequent years." Mike Brady seconded the motion.

MOTION approved by e-vote on December 4, 2017

Wine to Water proceeds – how to distribute funds raised next year – water only?

The position of the board is that Wine to Water proceeds raised next year do not have to be restricted to water projects, assuming the publicity for the event does not restrict the funds in that manner.

Wicked Good Paddle Raiser (\$7,251) distribution – president's recommendation

President Marty recommended that the paddle raiser money be distributed as follows: \$900 – RYLA; \$351 – Vocational; \$5,000 – Residential; and \$1,000 – Study Abroad.

MOTION to distribute funds as per president's recommendation - seconded and approved

Write off balances owed by terminated members (4)

President Marty noted that William Arnold should not be on the list as he is still an active member. (It was Arnold Williams who resigned as he transferred to another club.)

MOTION to write off all balances owed by terminated members – seconded and approved.

Review financials

October Financials – Balance Sheet & Profit & Loss - (5)

Cash Flow – Operations and Good Works – (6)

Budget vs. Actuals – fiscal year – (7)

Form 990 – (8)

Treasurer Christine reported that operations are in the black, that Good Works is owed \$23,000 and that there are no cash flow issues currently. She also recommended that the board approve Form 990.

MOTION to approve Form 990 – seconded and approved

Membership Issues

New members – Alessandro Sachs

Resignations – Sara Moore – career change; Frank Bruno – business obligations

AE – Tom Chesney

MOTION to grant Tom Chesney’s request for AE status – seconded and approved

Secretary’s Report

Member statistics – 223 – 76 F; 223 M; 111 AO; 62 AE – (9)

Friday meeting attendance for November – (10)

Absentee ballots – five received, three more members who intend to vote absentee

BRC has budgeted for 110 active ordinary members. Average total Friday meeting attendance in November was in the 90s, about 15 to 20 more attendees than the average attendance last year at Avalon.

Liaison Reports

Club Meetings – Mike Brady (11)

International – Cassidy Murphy (12)

ON DECK for January – Youth Service – Chad Stamm; Local & Community – Pam Hyink; Satellites – Mike Brady – due January 17, 2018

President’s Report

Recommendation for Virginia Patterson to become an honorary member

MOTION to grant honorary membership status to Virginia Patterson – seconded and approved

Harassment statement and future panel discussion regarding harassment (13)

There have been recent complaints of sexual harassment involving BRC members. The directors engaged in a lengthy, serious and candid discussion of the issues. It was decided that a blast email should be sent soon to all of the members informing them that complaints have been received and announcing a panel discussion on the topic of harassment, sexual and otherwise, to be held at a Friday meeting early next year to provide information and to increase members' awareness. Also, a policy concerning harassment will be developed and included in the BRC By Laws.

Adjournment – MOTION to adjourn at 6:30 pm – seconded and approved

NEXT MEETING: 1/22/2018 – 4:30-6:00 – Meadows Branch of Boulder Library

APPROVED - 12/5/2017

ROTARACT

CU Rotaract Club will be meeting on January 23, our first meeting for the new semester and it will be a social. We will be meeting at UMC Bowling area for a night of bowling and sharing our holiday stories. We also have the next day (January 24) our membership drive at the Involvement Fair at UMC from 11:00 AM to 2:00PM. We will confirm the rest of the calendar and location for our meeting and time. Our major project for the semester will be Honor Flight and we will be selling fudge in March to raise money for an all expense paid trip to Washington DC for two days for a Veteran from WWII, Korea or Vietnam. We will do other volunteer work as Peaceful Schools program and Colorado Friendship, Valentine's Day cards for a retirement home or Nursing Home and Meals on Wheels.

INTERACT

First Semester

- Bake sale for hurricane victims
- 2 \$100 shopping trips for Attention Homes, funded by the Optimism Club (5 sleeping bags, over 10 jackets, hats, gloves, razors, feminine products, deodorant, toothbrushes, Emergen-C)
- Bagging Sandwiches for Attention Homes
- Club bake sale

Second Semester

January

- Begin Monthly cooking for Homeless shelter (Cooking a dinner on a monthly bases for the homeless)
- Continue \$100 shopping trips for Attention Homes (until May)

February

- Bonfils Blood Drive

March

- Crutches for Africa (Collecting used mobility equipment to donate to Africans in need)
- Movie KNIGHT (Fundraiser movie night)

April

- Satellite Sleep Out (Sleep out at Fairview with Attention Homes to raise awareness and money for Homeless Youth)
- Jamfest (Battle of the Band between Fairview and Boulder High to raise money for Attention Homes)

Thanks! Let me know if you need anything else.

Kati co-president of Fairview Interact

Hey Chad, I forgot to include on there I'm also running project SEED, a mini RYLA curriculum, at Manhattan and Southern Hills Middle Schools. The program is a 6 week long leadership program with high school mentors for 6th and 7th graders.
Hope this helps
Kati

ROTARY YOUTH EXCHANGE

The Boulder Rotary Club is proud to sponsor six outbound students who were selected as part of the 2018-19 outbound class. Out of 19 students overall, BRC sponsored students represent almost 1/3 of the entire total, and we assisted with vetting the student sponsored by BVRC. Our current outbound students in Taiwan and Brazil seem to be doing great.

Our two inbounders are doing fantastic. They have settled in very well and enjoyed the holidays, a time that can actually result in sadness and homesickness. They are both in their second host families and will be transitioning to their third families in March.

Report for the Board on Interact and RYLA.

Interact:

Boulder High Interact continues to be active:

1. Bill Rubin and Nancy Chin-Wagner are the Rotary sponsors for Boulder High Interact
2. The Club has already done several community service projects
 - a. With Family Learning Center – decorating pumpkins
 - b. Fundraising bake sale for future projects
 - c. Family Learning Center – Peaceful Schools Initiative program
 - d. Share a Gift volunteering
3. Plans for the winter/spring semester include the annual JamFest fundraiser in collaboration with Fairview High School Interact. Proceeds from the event will go to Attention Homes
4. There are about 15 to 20 regular participants

Fairview High Interact also continues to be strong:

1. Doug Yeiser and Rich Goode-Allen are the Rotary sponsors
2. The Clubs activities include:
 - a. Sleep out to raise awareness and money for Attention Homes
 - b. SEED leadership program with middle school students at Manhattan middle school
 - c. This program, inspired by RYLA, teaches leadership skills to youth by youth

3. There are also about 15 to 20 regular participants in the Fairview High Club

RYLA and Young RYLA

1. We are just now embarking on the recruitment process for applicants. The application period for the RYLA conferences opens on February 15th and closes on April 30th.
2. As in past years BRC is cooperating with the BV Rotary and Flatirons Rotary and recruiting and selecting conferees. Junie Wee-Ziegler is the lead from BVR and Bill Hendrick is the rep for Flatirons Rotary.
3. We could use some help in promoting the program to the middle and high schools.

Since I am not regularly attending Fairview High Interact, there may be additional information coming from Doug Yeiser and Rich Goode-Allen. Please contact me if you have any questions.

Donor Trail Service Club Use Agreement

This Agreement (“Agreement”) made effective this ____ day of _____ 2017 by and between Service Club Innovations LLC (“SCI”) and the Boulder Rotary Club (“Service Club”) (collectively, the “Parties”) to establish the Trail Name specified in Schedule A – Fees, Names, Sales Commitments and Miscellaneous (“Schedule A”).

For good and other valuable consideration herein the Parties hereto agree to the below terms and conditions.

1. **OVERVIEW AND PURPOSE:** SCI has developed and retains ownership of the Server Software, Web Services and Mobile Application (App) called “DonorTrail”. Service Club desires to license use of DonorTrail to facilitate fundraising through a “Trail” program whereby Customers can purchase a Trail Pass to visit Partners included in the Trail and earn prizes as they visit Partners that comprise the Trail.

2. **KEY TERMS / DEFINITIONS:**

DonorTrail: The Server Software, Web Services and Mobile Application Software (App) developed, operated and maintained by SCI and licensed for use by the Service Club by this Agreement.

App: Meaning the Mobile Software Application component of DonorTrail used in delivery of the Trail to Customers.

Partners: The entities identified within the App as the businesses visited, charities, and sponsors.

Trail: A collection of Partners that together define a Trail. A Trail is established by the Service Club who is responsible for all outreach and signing up of Partners.

Trail Name: The name of the Trail defined in Schedule A and established by SCI, allowing Service Club full use of the name while this agreement is in place.

Trail Pass: The term used to define when a Customer purchases the functionality within the App that provides access to discounts and prize redemption.

Trail Passcode: A unique alphanumeric access code that can be used instead of a credit card to purchase a Trail in the App. Trail Passcode cards will be supplied to Service Club for resale to Customers.

Customer: The end user of the App who has purchased a Trail Pass and uses the Trail for discounts and redemption of prizes.

Domain Name: The internet domain name specified in Schedule A that may be created and maintained by the Service Club to help promote the Trail.

SCI Share of Trail Pass: The amount earned by SCI for each Trail Pass purchased by a Customer as specified in Schedule A.

Trail Pass Retail Price: The retail price to a Customer for a Trail Pass or Trail Passcode card as specified in Schedule A.

Trail Passcode Wholesale Price: The price of the Trail Passcode when sold directly to the service Club as specified in Schedule A.

3. **TERM:** Assuming full performance by all Parties, this Agreement will terminate on the Agreement End Date specified in Schedule A. Not less than 90 days prior to the Agreement End Date the Parties may each negotiate in good faith to renew this Agreement. If no changes are agreed upon by both Parties, the Agreement will continue as is, in yearly increments.

4. **DUTIES/RESPONSIBILITIES:**

a. SCI shall:

i. Maintain and keep DonorTrail available and current to the best of its ability to maximize commercial and fundraising opportunities for the Service Club and fully satisfy Customers and Partners.

- ii. Be responsible for the credit card merchant relationship within the App and collecting funds via Customer credit cards and pay for all merchant fees for purchases made within the App using credit cards.
 - iii. By the tenth of each month provide to Service Club reports showing:
 - Purchases of Trail Passes through the App by credit card and Trail Passcodes for the previous month
 - What funds should be directed toward which specific charities as requested by Customers when purchasing a Trail Pass.
 - iv. By the tenth of each month provide a money transfer to the Service Club for the net proceeds owed to the Service Club for the previous month.
 - v. Accept feedback from the Service Club, the Service Club Customers and Partners on any specific problem related to the App usage.
 - vi. Provide updates to the App for bug fixes and enhancement requests from time to time.
 - vii. Work with the Service Club to prioritize bug fixes and enhancement requests to incorporate into future versions of DonorTrail.
 - viii. Be responsible for administrative data entry and maintenance of Customer and Partner data within the App.
 - ix. Other Responsibilities as specified in Schedule A.
- b. Service Club shall:
- i. Work directly with the Partners and setting up direct terms with those Partners.
 - ii. Be responsible for all ongoing communication and management of Partner relationship.
 - iii. Be responsible for provision of collateral marketing materials to promote the Trail.
 - iv. Be responsible for provision of prizes and redemption locations to reward Customers who reach the prize tier thresholds of the Trail, if applicable.
 - v. Be responsible for providing any changes to Customer and Partner contact information to SCI to ensure timely update of data within the App.
 - vi. Use reasonable efforts as a volunteer organization to promote use of the App to achieve the Minimum Sales Commitments specified in Schedule A.
 - vii. Provide Customers using the App with information needed to buy and use the App.
 - viii. Use the information provided by SCI to direct funds to the charities as requested by Customers using the App within 3 months of receiving such funds.
 - ix. Allow SCI to use any information acquired during the operations as marketing material and product material for SCI when SCI is working with other service clubs in selling or launching a future Trail.
 - x. Be responsible for developing and maintaining a website for the Domain Name specified in Schedule A if so desired. All costs associated with developing and maintaining this website will be borne by the Service Club.
 - xi. Market & sell the Trail in accordance with applicable laws and regulations.
 - xii. Other responsibilities as specified in Schedule A.

5. **CUSTOMER AND SERVICE CLUB SUPPORT:** SCI shall provide first level of support to remedy all problems encountered with the App. Customers of the App will use an email info@donortrail.com to initiate support requests to SCI. SCI shall respond to all support request requests within 24 hours.

6. **MONETARY COMMITMENTS:**

- a. Overview: SCI shall collect and pay for all merchant fees as Customers pay for the Trail within the App. SCI will make pre-paid Trail Passcode cards available for sale to the Service Club which the Service Club can resell to Customers. Customers can use this pre-paid Trail Passcode to purchase a Trail Pass within the App. SCI shall provide reports as specified in Section 4. a. to allow Service Club to allocate proceeds to the charities supported by the Trail. SCI shall work directly with the Service Club to reconcile any

Customers requesting refunds or other issues with their Trail Pass purchase, with the understanding that an adjustment in funds transferred may be required or deducted from subsequent payments made to the Service Club.

b. Specifics:

- i. Service Club agrees to sell the Trail Passcode cards and represent the Trail Pass to Customers for the Trail Pass Retail Price specified in Schedule A.
- ii. Trail Pass Retail Price, Trail Passcode Wholesale Price, SCI Share of Trail Pass, Minimum Sales Commitments can be adjusted by mutual consent of the Parties without amendment of this Agreement.
- iii. SCI shall retain the SCI Share of Trail Pass specified in Schedule A for each Trail Pass sold from within the App that is not purchased using a Trail Passcode.
- iv. Service Club shall receive from SCI the difference between the Trail Pass Retail Price and SCI Share of Trail Pass specified in Schedule A for each Trail Pass purchased within the App that is not purchased using a Trail Passcode.
- v. SCI will sell to the Service Club pre-paid Trail Passcode cards for the Trail Passcode Wholesale Price specified in Schedule A.
- vi. Trail Passcode cards should be considered as cash and are the responsibility of the Service Club. SCI is not responsible for replacement of lost, stolen or misplaced Trail Passcode cards but will work with Service Club to minimize the impact of such events.
- vii. Service Club is responsible for managing and collecting funds for the Trail Passcode cards.
- viii. Service Club can discount Trail Passcode cards at its sole discretion.
- ix. Previously purchased unused Trail Passcode cards can be purchased back from the Service Club by SCI for the Unused Card Purchase Price specified in Schedule A.
- x. Purchasing the Trail through the App will not be discounted.
- xi. Any purchases of Trail Passes outside the App are the responsibility of the Service Club, including any merchant fees and platform fees if using a credit card service such as Square, PayPal, Shopify, or other third-party platform.

7. TERMINATION:

a. Termination for Cause. If either Party;

- i. commits a material default in the performance or observance of any of its obligations under this Agreement, and
- ii. the default continues for a period of thirty days after delivery by the non-defaulting Party of written notice detailing such default, then the non-defaulting Party may immediately or thereafter terminate this Agreement.

b. Termination upon Insolvency. This Agreement will terminate immediately upon either Party's bankruptcy, receivership, dissolution, or liquidation.

c. Termination for any Other Reason. Either Party may terminate this agreement for any reason with 90 days written notice.

d. Effect of Termination

- i. In the event of termination of this Agreement for Cause, Insolvency or any Other Reason:
 - SCI shall immediately prevent future Trail Pass purchases within the App.
 - Within 30 days deliver to the Service Club any outstanding payments received.
 - SCI will keep DonorTrail operational for Customers, through the last date of any Trail Pass purchase plus 12 months.
 - The Service Club will keep Trail data current and accurate, through the last date of any Trail Pass purchase plus 12 months.
 - Unused Trail Passcode cards may be purchased back from the Service Club by SCI in accordance with Section 6.b.ix.

- If the Service Club has a website connected to the Domain Name, SCI and the Service Club will work together to minimize impact to Customers and users of the website. SCI reserves the right to redirect traffic to a transitional website at any time during the 90-day written notice period.

8. **TRADEMARKS, MARKS, LOGOS AND DOMAIN NAMES:** Trademarks, Marks, Logos and Domain Names (“Trademarks”) owned by SCI are specified in Schedule A. Trademarks are used within the App from SCI, the Service Club and its Trail Partners. The Parties hereto acknowledge the correct ownership of the Trademarks and that each are responsible for the care and correct use of these Trademarks used within the App and any marketing material. The Parties hereto will do their best to ensure Trademarks are used in their appropriate legal manner, including the proper layout and compliance of these Trademarks.

a. The Service Club will approve any use of its organization’s Trademarks.

9. **ASSIGNMENTS:** This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and assigns.

10. **WAIVER:** Neither party's failure or neglect to enforce any of its rights under this agreement will be deemed to be a waiver of that party's rights.

11. **INDEMNIFICATION:**

- a. The Parties hereto shall indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the Party’s (or any of the Party’s subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, gross-negligence, negligence or fraud, (ii) breach of any representation, warranty or covenant made herein, and (iii) that Party’s products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.
- b. Each Party (originating Party) shall promptly notify the other of any potential threatened, asserted, and/or filed claim that is or may be covered by this indemnification provision and the originating Party shall authorize representatives of the other Party to settle or defend any such claim or suit and to represent the originating Party in, or to take charge of, any litigation in connection therewith.

12. **LIMITATION OF LIABILITY:**

- a. Notwithstanding any other provisions contained herein, it is understood and agreed that SCI’s liability to the Service Club for all claims arising out of this Agreement, or in any way relating to the services provided by the App, will be limited to direct damages and to the specific performance of any services not meeting the standard of care set forth herein.
- b. In no event will SCI be liable for indirect or consequential damages including without limitation loss of use or loss of profits.
- c. The provisions of clause 11 take precedence over any conflicting provisions of this Agreement or any document incorporated into it or referenced by it.

13. **DISPUTES:** Any dispute shall be determined in the following manner.

- a. The Parties here agree to enter into negotiations to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within sixty days.
- b. If a dispute arises relating to this Agreement, and is not resolved within sixty days, the Parties must first proceed, in good faith, to mediation. Mediation is a process in which the Parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the Parties to the dispute must agree to the

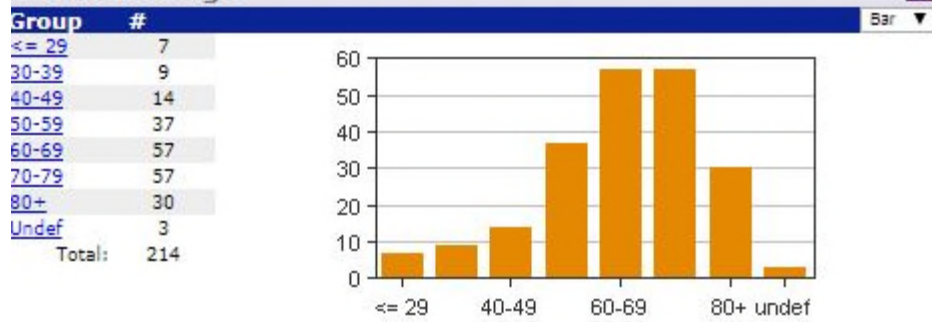
settlement, in writing. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within sixty days of the date written notice requesting mediation is delivered by one Party to the other at that Party's last known address.

- 14. **APPLICABLE LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be proper with the courts of Larimer County Colorado.
- 15. **ENTIRE AGREEMENT:** The Parties hereto agree that this Agreement, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.
- 16. **CYBER SECURITY RISK:** SCI is responsible for the hosting operations of DonorTrail. While SCI will take credit card information through the App, it does not store or hold any credit card information, but uses a third party to process this information. SCI will fully indemnify and hold harmless the Service Club for any cyber security risk through the App.
- 17. **LICENSE:** By execution of this Agreement SCI grants the Service Club a non-exclusive license within the Geographic Area of Service specified in Schedule A to use DonorTrail and Trademarks specified in Schedule A for the Term of this Agreement.

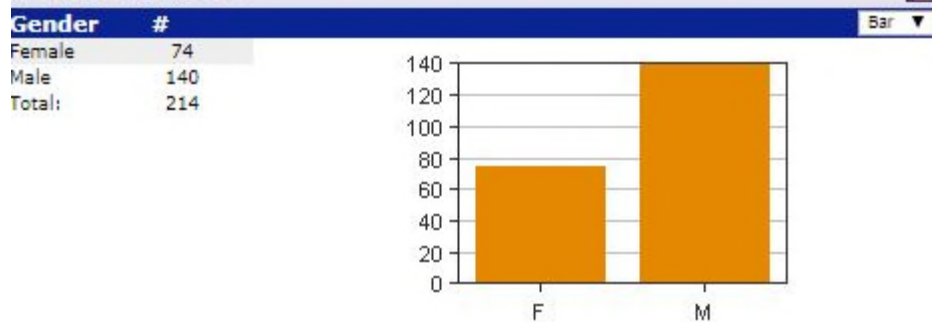
In Witness whereof, the duly authorized representatives of SCI and Service Club have executed this agreement on the dates shown.

Service Club Innovations, LLC (SCI) 317 South Loomis Street Fort Collins, CO 80521	Boulder Rotary Club (Service Club)
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature

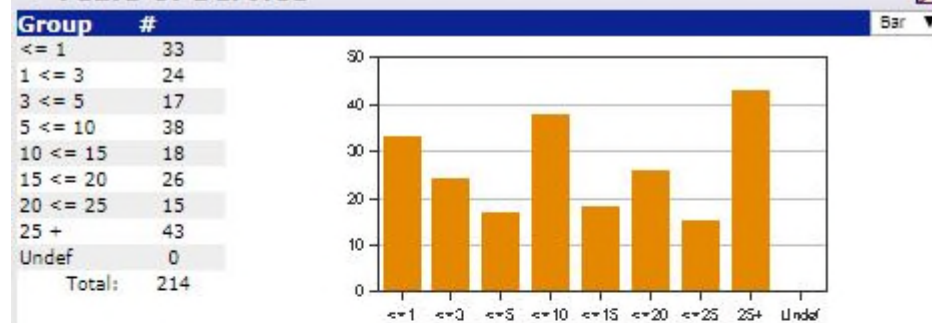
Member Age



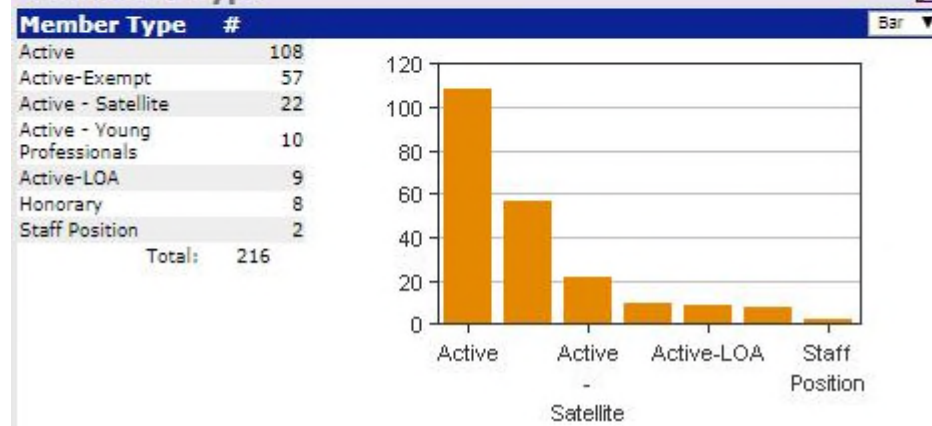
Member Sex



Years of Service



Member Type



Friday Meeting Attendance-Dec. 2017

	<u>12/1/2017</u>	<u>12/8/2017</u>	<u>12/15/2017</u>
Active Ordinaries	59	49	43
Active Exempts	18	13	28
Active Satellite	4	7	9
Active-LOA	1	1	5
Young Professionals		1	3
Roots			
BNGRC			
Honoraries			
Total Attendees	82	71	88
Visiting Rotarians	1		
Spouses/family of Rotarians-paying	2	3	6
Guests (paying)	5	9	10
Guests (non-paying)	5	10	20
	13	22	36

Friday Meeting Attendance-Jan. 2018

	<u>1/5/2018</u>	<u>1/12/2018</u>	<u>1/19/2018</u>	<u>1/26/2018</u>
Active Ordinaries	55	69	51	
Active Exempts	19	13	11	
Active Satellite	3	7	4	
Active-LOA			1	
Young Professionals				
Roots				
BNGRC				
Honoraries	2	2		
Total Attendees	79	91	67	

Guests (paying)	6	3	4
Guests (non-paying)	1	10	1
Visiting Rotarians			
Spouses/family of Rotarians-paying	7	13	5

Boulder Rotary Club

BALANCE SHEET

As of December 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010 Chase Inactive Oper acct #3800	100.00
1011 Chase New Operating acct #2705	7,447.16
1015 Chase Raffle checking #4814	954.59
1020 Savings	1,287.61
1025 Chase Global Grants #9845	0.00
1030 Chase CD #0932	0.00
1035 Chase Trust Account #6859	0.00
10351 WCSC	8,153.06
10352 Adelante	500.00
10353 Residential Scholarships	10,000.00
10354 Vocational Scholarships	6,146.01
10354.1 Vocational Scholarships - Administration	1,092.00
10355 Study Abroad Scholarships	0.00
10356 General GW Fund	3,155.34
10357 Misc GW purposes	0.00
10358 Helping Hands	0.00
10359 BNGRC	330.00
10360 Preserve Planet Earth	-400.00
10361 Water Bottle Filling Projects	140.00
10364 Power of Soap Grant	0.00
10365 Inter company account transfers	-13,500.00
Total 1035 Chase Trust Account #6859	15,616.41
1040 PMCU	5.00
Total Bank Accounts	\$25,410.77
Other Current Assets	
1100 Accounts receivable - members	19,211.67
1110 Accounts receivable - other	0.00
1120 Accounts recvbl - BRCF expenses	0.00
1130 A/R - BRCF Bday/SigEv exp reimb	0.00
1155 Prepaid expenses	0.00
Total Other Current Assets	\$19,211.67
Total Current Assets	\$44,622.44
Fixed Assets	
1500 Club equipment	18,886.29
1550 Accumulated depreciation	-18,886.29
Total Fixed Assets	\$0.00
Other Assets	
1800 Deposits	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$44,622.44

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
2010 Accounts payable - other	0.00
2011 Accounts payable - Adjustment	0.00
2100 Marble raffle winners pot	1,256.75
2150 Prepaid grant revenue	0.00
2220 Clearing - BRC Foundation	0.00
2230 Clearing -Major BRC Fundraisers	0.00
22301 Wicked Good Fundraiser	0.00
22302 W2W	300.00
Total 2230 Clearing -Major BRC Fundraisers	300.00
2231 Small Fund-Raising Efforts	0.00
2235 Clearing - Res HS Scholarships	0.00
2236 Clearing - Tec Scholarships	0.00
2238 Clearing - Birthday Gifts	100.00
2239 Clearing - Power of Soap	8,300.00
2240 Clearing -EndPolio Mbr contrib	0.00
2250 Clearing -TRF- Member contrib	50.00
2270 Clearing - BNGRC Pilot Club	330.00
2272 Clearing - CU Rotaract	0.00
2287 Nuestra Perspectiva Dist Grant	0.00
2288 Water Bottle District Grants	0.00
2289 Suswa, Kenya, District Grant	0.00
2290 YE Student emergency funds	0.00
2292 Clearing-PeruvPromise in Action	0.00
PPiA non MG / Visionaria non GG	0.00
Total 2292 Clearing-PeruvPromise in Action	0.00
Total Other Current Liabilities	\$10,336.75
Total Current Liabilities	\$10,336.75
Long-Term Liabilities	
2283 Visionaria Global Grant #141308	0.00
2284 Visionaria GG #1532448	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$10,336.75
Equity	
3000 Club Fund Balance	10,893.72
3001 Opening Bal Equity	1,287.37
Net Income	22,104.60
Total Equity	\$34,285.69
TOTAL LIABILITIES AND EQUITY	\$44,622.44

Boulder Rotary Club

PROFIT AND LOSS

July - December, 2017

	TOTAL
Income	
FUND RAISING ACTIVITIES	
4240 BRC Foundation Grants	43,142.20
Total FUND RAISING ACTIVITIES	43,142.20
MEAL REVENUES	
4100 Active members - prebilled	54,085.84
4120 Guest meals	4,852.90
4130 Red Badge Society meetings	475.98
Total MEAL REVENUES	59,414.72
MEMBERSHIP DUES	
4010 Active Member Dues	42,182.00
Total MEMBERSHIP DUES	42,182.00
OTHER INCOME	
4800 Interest income	0.18
4801 Miscellaneous Income	0.03
Total OTHER INCOME	0.21
SOCIAL ACTIVITIES	
4330 Rotary Comes Home dinners	1,140.00
Total SOCIAL ACTIVITIES	1,140.00
Total Income	\$145,879.13
GROSS PROFIT	\$145,879.13
Expenses	
CLUB SERVICE	
Administration	
5110 Contract services - club adm	7,775.00
5115 Contract Services - Accounting	3,399.00
Total Administration	11,174.00
Communication	
5340 Website	661.68
5341 Club Software	-319.06
Total Communication	342.62
Fellowship	
5600 Awards	255.88
Social	
5680 Theater program	234.00
Total Social	234.00
Total Fellowship	489.88
Meals expense	
5010 Meals	42,477.28
5011 Club meeting space	15,193.50
5020 Red Badge Society meetings	665.42
Total Meals expense	58,336.20

	TOTAL
Membership	
5400 Badges, banners & supplies	216.14
5410 Rotary International dues	8,718.65
5420 District 5450 dues	5,300.00
5450 Past presidents expenses	452.05
5495 Bad Debt Expense	10,010.63
Total Membership	24,697.47
Office Expenses	
5220 Office supplies and expense	622.13
5240 Postage and shipping	268.80
5270 Personal property taxes	500.00
5280 PayPal/Merchant Fees	-42.11
Total Office Expenses	1,348.82
Total CLUB SERVICE	96,388.99
COMMUNITY SERVICE	
5710 Literacy	30.02
5730 Preserve Planet Earth	400.00
Total COMMUNITY SERVICE	430.02
INTERNATIONAL SERVICE	
5810 Study Abroad Scholarships	4,000.00
5820 World Community Service	2,000.00
5830 Youth Exchange	2,655.00
Total INTERNATIONAL SERVICE	8,655.00
VOCATIONAL SERVICE	
5900 Vocational service awards	9,960.99
5920 Res. High School Scholarships	10,000.00
Total VOCATIONAL SERVICE	19,960.99
Total Expenses	\$125,435.00
NET OPERATING INCOME	\$20,444.13
Other Expenses	
6000 Extraordinary Adjustment	-1,660.47
Total Other Expenses	\$ -1,660.47
NET OTHER INCOME	\$1,660.47
NET INCOME	\$22,104.60