

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-50

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING MASTER SERVICES AGREEMENT WITH DECKARD
TECHNOLOGIES, INC.**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, on October 1, 2024, the Town will take over from Summit County the licensing of short-term rentals in the Town of Keystone; and

WHEREAS, Town Staff is actively working towards the implementation of the Short-Term Rental licensing and enforcement program; and

WHEREAS, Town Staff has conducted thorough research on various software providers offering solutions for enforcement and identification of unlicensed rentals; and

WHEREAS, the Town Council finds it in the best interest of the Town to contract with Deckard Technologies, Inc. for enforcement tools related to short-term rental licensing.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town Council authorizes the execution of a Master Services Agreement with Deckard Technologies, Inc. in substantially the form attached hereto as Exhibit A. The Town Manager is authorized to execute the Master Services Agreement with Deckard Technologies, Inc on behalf of the Town.


Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.


ADOPTED by a vote of 6 in favor and 0 against, this 25 day of June, 2024.

By:  _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By:  _____
Town Clerk

By:  _____
Town Attorney

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of June 20, 2024 (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and Town of Keystone, CO ("Client"), having its principal offices at 1628 Saints John Road, Keystone, CO 80435.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order, the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. **Performance of Services.** In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. If Client believes any delivered product or service does not conform to the warranties in this Agreement, Client will provide Deckard with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues Client contends are in dispute. Deckard will provide a written response to Client that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. The Parties agree to work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute until the Parties complete the action items outlined in the plan. If the Parties are unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above.

3.3. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.4. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the

then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement; Client shall pay Deckard those amounts due for Services performed up to the date of termination; and **(v)** the obligations for indemnification pursuant to paragraph 12 shall continue beyond the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any

way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Insurance. Deckard, at its sole cost and expense, will maintain the following insurance coverages during the Term: (i) general liability insurance with limits of at least \$1,000,000 per occurrence, which coverage must include bodily injury, personal injury and broad form property damage; (ii) auto/vehicle liability insurance with limits of at least \$1,000,000 per occurrence, which coverage must include bodily injury, personal injury and broad form property damage; and (iii) workers compensation insurance compliant with the applicable state's compensation laws. Upon request, Deckard will list Client as an "additional insured" on its general liability policy and will furnish to client certificates of insurance and such other documentation evidencing such policies.

11. Compliance with Digital Accessibility Standards. Client, as a Colorado public entity, is required to comply with Colorado HB 21-1110 (Colorado Laws for Persons with Disabilities), amending legislation, the applicable Office of Information Technology, Technology Accessibility Rules 8 CCR 1501-11 and federal regulations related to digital accessibility (together "digital accessibility laws and regulations"). As such, Deckard shall deliver or perform the Services in a manner that is compliant with the digital accessibility laws and regulations and the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of

Information Technology, which as of the effective date is WCAG 2.1 level AA (“WCAG Standards”). Client may submit a written request to Deckard requesting that Deckard provide documentation that the Services comply with the WCAG Standards. Within seven days of the delivery of a written request, Deckard shall deliver to Client, an accessibility conformation report, using the latest version of the Voluntary Product Accessibility Template (VPAT®) published by the Information Technology Industry Council, documenting compliance with WCAG Standards. The report should include a written description of the compatibility of the product/service with commonly used assistive technology products (e.g., JAWS, NVDA, ZoomText, MAGic, Dragon NaturallySpeaking) and a description of the process used to evaluate such compatibility.

To the extent Deckard’s Services permit the Town or intended users to post Content, Deckard shall ensure that the dissemination of Content for access, review, and/or use of Content in a format that conforms to the WCAG Standards and does not interfere with the ability of Content providers to post such Content in a format that conforms to the WCAG Standards.

Deckard shall maintain and retain, subject to review by Client, full documentation of the measures taken by Deckard to confirm compliance with the WCAG Standards.

12. If Deckard claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Deckard’s Services is not in compliance with the WCAG Standards, Client will inform Deckard in writing of the noncompliance, and Deckard, at no cost to Client, agrees to remediate the noncompliance within the time-period specified by Client, which will be no less than 120 days from the date of notice. If Deckard fails to timely make the remediation, Client may, in addition to any other rights or remedies, immediately terminate the agreement without the required ten (10) days notice.

13. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information (“Confidential Information”). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

14. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LIMITS OF LIABILITY INSURANCE AS REQUIRED BY THIS AGREEMENT.

15. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; (b) a claim that the Services infringe the intellectual property rights of any third party; and (c) any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client agrees to provide assistance, cooperation, and information in the defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. To the extent permitted by law, Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

16. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. At Client's request, upon expiration or termination of this Agreement, Deckard shall return all Work Product related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA") C.R.S. §§24-72-200.1 et seq., and records produced or maintained in accordance with this Agreement. Deckard is required to return the records in a reasonable format and with an index as determined and requested by the Town.

Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard

Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

17. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Colorado, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Summit County, Colorado. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

18. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

19. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 13 through 25 will survive such termination.

20. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

21. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

22. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and, to the extent permitted by law, agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

23. Article X, Section 20/TABOR. The Parties understand and acknowledge that the Client is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Client's current fiscal

period ending upon the next succeeding December 31. Financial obligations of Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Keystone, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

24. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

25. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

John Crone

Title: Town Manager

1628 Sts John Rd

Keystone, CO 80435

In the case of Deckard

Thomas Hemmings

Title: CFO

1620 Fifth Ave Suite 400

San Diego, CA 92101

26. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

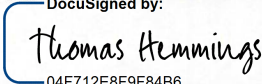
[Signature Page Follows]

- 2. **Designated Geography.** The Town of Keystone, CO
- 3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.
- 4. **Fees; Payments.**
 - 4.1. Annual Software Subscription: \$40,000 We approximate 1500 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first year. These increases may be reflected in years 2 and beyond.
 - 4.2. Annual Property Identification: \$0 (included in section 4.1). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in year one. These increases may be reflected in years 2 and beyond.
 - 4.3. Optional Expert Services upon Request by the Town are available at \$250 per hour.
 - 4.4. Online Complaint Form: \$2,000 annually. Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
 - 4.5. 24/7 Live Premier Hotline. \$20,500 annually. Live answered Hotline that can dispatch to responsible parties depending on identified call flow. Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.
 - 4.6. Maximum Price: In no event will the total subscription fees in the first year exceed \$62,500
 - 4.7. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard. The annual subscription fees will be invoiced to the Client in four quarterly installments in the amount of \$15,625 which four installments total \$62,500.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

DocuSigned by:

 By: 04F712E8F9F84B6...
 Print Name: Thomas Hemmings
 Date: 6/26/2024
 Title: CFO

CLIENT



 By: _____
 Print Name: John Crone
 Date: 6/26/24
 Title: Town Manager

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the Town of Keystone dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the Town of: Keystone in the State of Colorado based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:


- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

DocuSigned by:
Thomas Hemmings
By: 04F712E8F9F84B6...

By: 

Print Name: Thomas Hemmings

Print Name: John Crane

Date: 6/26/2024

Date: Town Manager

Title: CFO

Title: 6/26/24