

RESOLUTION APPROVING AGREEMENT WITH MUNIRevs, INC. FOR THE VACATION RENTAL COMPLIANCE MODULE LODGINGRev (LODGING TAX), COMMISSIONER'S OFFICE

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Scope: this agreement provides customer access to a proprietary vacation rental auditor module, a permitting module, and online revenue collection services to be used by Ashtabula County in relation to lodging tax collection

Provider: MUNIRevs, Inc., 8310 North Capitol of Texas Hwy., Austin, TX 78731

Cost: **Not to Exceed**, \$29,000.00 (\$16,500 in year one and \$12,500 in year two)

Term: Effective for a two year period to begin upon signing; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-351

September 14, 2021

**RESOLUTION APPROVING AGREEMENT WITH MUNIREvs, INC. FOR THE
VACATION RENTAL COMPLIANCE MODULE LODGINGRev (LODGING TAX),
COMMISSIONER'S OFFICE**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



Master Subscription Service Agreement

This Master Subscription Service Agreement (“**Agreement**”) is entered between MUNIRevs, Inc., a Colorado limited liability company (MR), and Ashtabula County, OH, a political subdivision of the State of OH (“**Customer**”) for the MUNIRevs Vacation Rental Compliance Module, LODGINGRevs.

1. **VACATION RENTAL AUDITING MODULE.** This Agreement provides Customer access to a proprietary vacation rental audit module (“LODGINGRevs”) which integrates to the MUNIRevs online revenue collection system. All Services of MR, including but not limited to consulting, shall be governed by and subject to the terms and conditions of this Agreement, whether or not provided pursuant to one or more orders of Customer.
2. **VACATION RENTAL PERMITTING MODULE.** Listings are integrated with our online Permitting system to confirm compliance and instruct non-compliant properties as to how to register with their activation code to complete compliance requirements in the Permitting system. LODGINGRevs staff will review each listing and perform the following: 1) review and update the compliance status; 2) for non-compliant listings, send an email or create a PDF of the notices to be mailed by Ashtabula County, OH to the property owner informing them of their failure to comply; and 3) generate necessary CONTRACTOR’S workflows for the non-compliant property owner to complete (i.e., new business application and license forms). This Agreement provides Customer access to a proprietary online vacation rental fee collection automation and integration service to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this Agreement (the “**Service**”).
3. **ONLINE REVENUE COLLECTION SERVICE.** This Agreement provides Customer access to a proprietary online revenue collection automation and integration service to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this Agreement (the “**Service**”).
4. **US-BASED 24/7 HOTLINE.** In partnering with a 24/7 call center MR delivers a live agent to answer and document complaint calls via the partner’s call center complaint hotline. This hotline integrates into the Vacation Rental Audit Module for documentation and reporting of complaints.
5. **USE OF SERVICE.**
 - a. **Vacation Rental Listing Integration.** LODGINGRevs locates vacation rental listings on 30+ sites, via the combined data processing that we provide from Airbnb, Craigslist, FlipKey, Invited Home, Luxury Retreats, Mountain Ski Trips, One Fine Stay, Tripz and Vrbo/HomeAway. Note that some of these sites are aggregator sites that pull listings from other platforms, and by that mechanism we are pulling data from the 30+ sites. Our team continues to monitor new listing platforms and adds data processing capability as new platforms emerge that may have new, unique listings that are not also listed on the other platforms we already process. Through our automated jobs and our property review team, we review each listing and perform the following:
 1. Review and update the compliance status.
 2. For non-compliant listings, create the notifications via our Notifications Module. Customer can have an unlimited number of notifications for the various states of compliance.
 3. The Notifications Module automatically emails any notifications if there’s an email address available (via the MUNIRevs system or other data on the account). Customer staff will print and mail, via a single PDF document, any notifications that either do not have an email address or



the Customer would like to deliver via official mail. Customer staff can review all notifications, email delivery and email opens on every property.

4. **LODGINGRevs integrates to the MUNIRevs system as follows:**
 - I. When a new non-compliant property is discovered, an account (if necessary) and the required workflows for compliance are generated. For example, if a new listing is discovered, an account in MUNIRevs is created by our team and we assign the workflows for licensing and any tax forms due (hotel & sales tax) for all periods of rental.
 - II. In the MUNIRevs system, Customer users can link to the actual advertisements for advertising rentals.
5. **LODGINGRevs includes a dashboard that assists the Customer in monitoring our compliance efforts, the Customer's compliance rates, and the ability to see the details and our team's notes and audit efforts for every advertisement and property.**
- b. **Customer Revenue Disbursements.** Business revenues associated with the registration and licensing of vacation rentals that are paid through Service will be deposited directly into the Customer's bank account. Customer agrees to set up a separate bank account expressly for collection of MR system deposits and to pay all merchant account fees for Customer's accounts by merchant service, ACH providers and payment gateway (USAePay/VeriCheck).
- c. **MR Support and Responsibilities.** As with the MUNIRevs system, notifications from the LODGINGRevs portal can include MUNIRevs support contact and our support and property review team will provide customer support for the Services, as further detailed in Exhibit A, of which terms are incorporated into this Agreement for all purposes.
- d. Reserved
- e. Reserved
- f. **Third Party Contractor Use.** Customer may allow its third party contractors to use the Service solely on behalf of and for the benefit of Customer and only in compliance with the terms and conditions of this Agreement. Customer is responsible for compliance with the terms of this Agreement by its third party contractors.
6. **PAYMENT TERMS.** Payment for all MR fees shall be as specified in Exhibit A which is incorporated herein and made a part of this Agreement. Unless otherwise provided in Exhibit A, all MR invoices shall be due and payable within 30 days of the date of the invoice. Customer must provide proof of its exemption from sales tax (if applicable), otherwise the Customer is responsible for all sales, use and similar taxes. Interest shall accrue at the rate of one percent (1%) per month, from the date of the invoice, on any payments not received when due.
7. **MUTUAL CONFIDENTIALITY.**
 - a. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential ("Confidential Information"). MR's Confidential Information includes without limitation, the Service, Licensed Documentation (defined in section 8.d. below), and Customer's Confidential Information, which includes without limitation, the Customer Data.
 - b. **Protection of Confidential Information.** Subject to Ohio Public Records law the Recipient must use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the

Discloser for any purpose outside the Service under this Agreement. The Recipient must make all commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and third party contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information of the Discloser. The Recipient may disclose Confidential Information to the extent required by law, including an Ohio Public Records request pursuant to statute § 149.43. The parties acknowledge that an Ohio Open Records Request may seek information about MR's proprietary computer software programs and that computer software is not included in the definition of "Public Records" pursuant to § 149.43 as computer software is specifically excluded; thus, making requests related to the computer software exempt from a Ohio Public Records Request.
- d. If MR's data system crashes or otherwise becomes disabled, MR shall use good faith and reasonable efforts to immediately recover the system and all Customer Data and shall be fully responsible for all costs incurred in the recovery of such data, with no additional costs to be borne by the Customer.

8. PROPRIETARY RIGHTS.

- a. **Reservation of Rights by MR.** The software, workflow processes, user interface, designs, know-how and other technologies provided by MR as part of the Service are the sole property of MR, and all rights, title and interest in and to such items, including all associated intellectual property rights, are and shall remain only with MR. MR reserves all rights not expressly granted in this Agreement.
- b. **Customer Restrictions.** Customer may not:
 - 1. Use the Service or the Licensed Documentation beyond its internal operations;
 - 2. Reverse engineer the Service, the Licensed Documentation, the software or any other technology or Confidential Information associated therewith;
 - 3. Remove or modify any proprietary marking or restrictive legends in the Service and Licensed Documentation; or
 - 4. Access the Service or the Licensed Documentation to build a competitive product or service; or copy or derive any feature, function or graphic of the Service for competitive purposes.
- c. Reserved
- d. **Licensed Documentation.** Any Service user guides, sample data, marketing, training and other items provided through the Service or by MR, are licensed to Customer as follows: MR grants Customer a non-exclusive, license for the duration of the Service to such items for Customer's internal use solely with the Service, with the right to make additional copies of the material for the duration and purpose of the Service ("Licensed Documentation").

9. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND OTHER THAN FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL

OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).

10. EFFECTIVE DATE, TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.

This Agreement shall be effective upon execution by both parties. The term of this Agreement shall be for the period of time set forth in Exhibit A ("Term").

- a. Upon termination by right by Customer for any reason or no reason, Customer shall pay any unpaid fees through the date of termination and shall return or destroy all MK property. Customer, upon request, will confirm that Customer has complied with these requirements.
- b. Within 30 days after termination of this Agreement, MR shall export to Customer all Customer Data from within the Service only in CSV format. MR does not ensure the availability of all of Customer Data for export after such 30-day period and MR shall have no obligation to store the Customer Data and may destroy such data without further notice to Customer.
- c. **Annual Appropriation.** This Agreement is subject to annual appropriations by the Ashtabula County Board of Commissioners.
- d. **Termination for Material Breach.** Notwithstanding the provisions of subparagraph a) of this section, if either party is in material breach of any term of this Agreement, the other party may terminate this Agreement effective at the end of a written 30-day notice/cure period, if the breach has not been cured. Customer may terminate this Agreement in whole or in part due to insufficient funding or non-appropriation of funds with 30 days written notice to MR. Customer shall pay all fees incurred up to the termination notice.

11. COOPERATION. The parties shall reasonably cooperate to ensure timely and accurate delivery of Service. Specifically, Customer agrees to provide complete and accurate information to MR when and as requested. MR shall not be responsible or liable for delays resulting from Customer's failure to provide timely or accurate information. Payment of MR's fees set forth in Exhibit A shall not be reduced, delayed or modified as a result of Customer's failure to provide timely or accurate information.

12. MISCELLANEOUS

- a. **Governing Law.** This Agreement is governed by the law of the State of OH without regard to conflicts of law principles. Venue and jurisdiction is proper in the state courts sitting in Ashtabula County OH.
- b. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- c. **Entire Agreement and Changes.** This Agreement and **Exhibit A, B and C** constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both parties.
- d. **No Assignment.** Neither party may assign or transfer this Agreement to a third party.
- e. **Enforceability.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.
- f. **No Additional Terms.** MR rejects additional or conflicting terms of any Customer form-purchasing document.

- g. **Order of Precedence.** If there is an inconsistency between this Agreement and Exhibit A, Exhibit A prevails
- h. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive
- i. **Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- j. **Notices.** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 10 days after deposit in the United States mail, postage fully prepaid, addressed to the recipient address as set forth below their signature or at any other address as any party may, from time to time, designate by notice given in compliance with this section.
- k. **Counterparts Facsimiles: Email.** This Agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile or electronically/scanned and emailed copies shall be deemed originals for all purposes hereunder, and such copies shall be binding on all parties hereto
- l. **Independent Contractor.** It is understood that MR is an independent professional contractor and that MR will not in any event be construed as or hold themselves to be employees of Customer. It is also agreed that MR, as an independent contractor, is not restricted to working exclusively for Customer during the Term of the Agreement. MR and any persons employed by MR for the performance of the Service hereunder shall be independent contractors and not agents of the Customer. As an independent contractor, MR is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. MR is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.
- m. **Sharing Data.** MR understands that the information from the Customer is strictly protected under Colorado Law as confidential data. If MR shares any data from its services employed under this Agreement, such data shall only be in the aggregate form and shall not identify, in any way, a specific business along with confidential data of such specific business.
- n. **Insurance.** MR shall procure and maintain, and shall cause any subcontractor of MR to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Customer. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by MR. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 1. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of Services under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease - policy limit and five hundred thousand dollars (\$500,000) disease - each employee.
 2. Commercial General Liability insurance with minimum single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including



coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of MR's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interest provision. If MR has no owned automobiles, the requirements of this paragraph 3) shall be met by each employee of MR providing Services to the Customer under this Agreement.

The policies referenced above, with the exception of Workers' Compensation, shall be endorsed to include Customer and Customer's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Customer, its officers, or its employees, or carried by or provided through any insurance pool of Customer, shall be excess and not contributory insurance to that provided by MR. MR shall be solely responsible for any deductible losses under any policy required above.

MR shall procure insurance via MRs online payment system Master Subscription Service Agreement and no additional coverage is required for this additional product contract.



Exhibit A
MUNIRevs Hosting Support Order Form and Terms
Vacation Rental Audit Module

Renewals of this Support Order: This annual Application Hosting Order (“Support Order”) renews annually, automatically on the contract anniversary of each year unless either Customer or MR provides the other with written notice of non-renewal at least 120 days prior to termination of the Agreement.

Terms: This Support Order is governed by the terms of the Master Subscription Services Agreement (“Agreement”) between the parties, which terms are fully incorporated into this Support Order for all purposes. If there is a conflict between the terms of this Exhibit A and the Agreement, this Exhibit A governs. Exhibit A, B, and C, and the Agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. MR expressly rejects any additional or differing terms of Customer not agreed to in a written instrument signed by MR and Customer.

Due Dates: MR’s monthly fees for LODGINGRevs are billed at the beginning of each month and can be added to the Customer’s current monthly ACH payment to MUNIRevs, Inc or paid by check to MUNIRevs, Inc 27696 Highway 145 Dolores, CO 81323. Payments are due by the first of the month for that month’s services/system access. For example, payment for May 2021 LODGINGRevs should be received by 5/1/2021.

Excluded Services:

The following shall not be provided unless otherwise agreed:

- The LODGINGRevs system includes robust reporting for auditing under-reported rental revenues and other metrics. Outside the access to these reports for Client use and analysis, no audit services are provided.

Included Components:

- Phone and email support to property owners from compliance notifications
- Hosted server, including daily and weekly backup
 - Maximum data loss of 24 hours
- Unlimited logins by Customer and Customer’s Business Owners



From the initial implementation through any future month, our automated compliance includes the following:

1. Ongoing monitoring of property listings, following this process:
 - **Identify:** Initial load of property advertisements from major rental sites into MRs system (i.e., vrbo.com, flipkey.com, airbnb.com).
 - **Reconcile:** Reconciliation of property advertisements with existing business records to isolate non-compliant listings.
 - **Notify:** Generation of non-compliant property registration letters. Letters include MR's registration instructions and MR's support contact information so our team can start helping them right away.
 - **Automate:** Creation of required tasks for non-compliant properties to complete once registered. For example, license application, fees and prior period tax forms.
2. Customized, branded and integrated Permitting System. This allows us to connect with owners and managers to help them update and maintain compliance.
3. US-Based 24/7 Hotline and online form for complaints.
4. Email and phone support for all businesses.
5. Unlimited user logins for both businesses and jurisdiction users.
6. Phone and email support for business and administrative users.
7. Software hosting and license fees for Compliance Module.
8. Server and IT Infrastructure, including 365x7x24 maintenance and support.
9. Daily data backup, managed by our expert IT team.
10. Enhancements released to all similar MR versions.



Exhibit B MUNIRevs Account Manager Support

MUNIRevs Account Manager

Your dedicated Account Manager will assist your administrative users with:

- **MUNIRevs:**
 - Assist Jurisdiction Staff with:
 - System Technical Questions
 - System Procedural Questions
 - Training on Notification Set-Up
 - Creating new templates
 - Training for Jurisdiction users on the notification module
- **LODGINGRevs:**
 - Assist Jurisdiction Staff with:
 - Review of Compliance Activity and Jurisdiction Review Listings
 - Assistance in bringing non-compliant properties into compliance
 - Assistance in delivering accurate online/hotline complaints
 - Assistance in Notification Set-Up

Jurisdiction Staff

- Reconciling and Balancing MUNIRevs Activity
 - We strongly recommend that Jurisdictions use the integrated MUNIRevs reconciliation module for this function to ensure our team can provide Jurisdiction Staff with the best support.
- Reporting
 - Authorized Jurisdiction users have full access in real time to reports in MUNIRevs and LODGINGRevs (if applicable) and can run any reports as needed within the system.
- Printing and mailing any paper notifications
- Sending email notifications after initial training with the dedicated Account Manager
- Processing returned payments and handling payment questions
- Processing amended returns



Exhibit C Business Account Holder Support Summary

MUNIRevs Support Team

- User attachment/removal to accounts
- ACH Credit setup for businesses who want to pay via ACH Credit into the jurisdiction vs. the integrated online payment provider
- Adding forms
 - Previous period tax forms
 - Permit/license applications/tax certificate application
- Technical support
 - Registration process
 - Email or password reset processes
- Send requests to jurisdiction on behalf of taxpayer
 - Waiver requests
 - Filing frequency change
 - Clarification on tax settings: rates, rules, etc.

Jurisdiction Staff

- Closing accounts
- Amended returns
- Returned payments
 - Reviewing daily notices from payment provider and resetting forms within MUNIRevs using the MUNIRevs tool and best practices
- Taxation or licensing rules
 - Ex: What qualifies as an exemption?
 - Ex: Do I include this revenue on my return?
- Jurisdiction/situation-specific questions
 - Ex: Did you get my mailed in payment? How much did Airbnb/Vrbo report for me? Licensing requirements?
 - Historical data not in MUNIRevs
- Waiving penalty and interest
- Approvals
 - Business name/address change
 - License/permit applications
 - Filing frequency change
 - Confirming settings on each new or renewed account are correct
- Setting requirements
 - Ex: Required forms, documents, filing frequency, due dates

Support Terms:



Support Hours: 7am to 6pm, MST (Monday – Friday), excluding Federal Holidays

Support Phone: 888-751-1911

Support Email: support@munirevs.com



	One-Time Implementation	Annual Cost
Short-Term Rental Detection, Monitoring and Compliance <ul style="list-style-type: none"> Initial census, including reconciliation by our team of experts, to each registration and initial registration compliance notices. Also includes training of staff on utilizing the platform and accessing reports. Registration rental census monitoring and discovery, and ongoing compliance database. Includes reconciliation by our team of experts. Non-compliant evidence capture Listing tracker - evidence capture every five minutes on non-compliant properties Notifications module - unlimited notification templates, targeted and customized notices by compliance status Online complaint form 	\$2,000.00	\$6,250.00
Tax Remittance System <ul style="list-style-type: none"> Automated lodging tax remittance and reporting system Remittance audit tool, marketplace booking reporting and unlimited user and staff support 	\$2,000.00	\$6,250.00
		Annual Cost
		\$12,500.00
		Year 1 Total
		\$16,500.00

Year 1 Fees: Including the one-time implementation fee of \$4,000 and ongoing fees of \$1,041.67/month the Year 1 total is \$16,500

Year 2 Fees: Ongoing fees of \$1,041.67/month for an annual year 2 total of \$12,500

Implementation and monthly billing of annual ongoing fees commence at the lesser of


1) the completion of implementation or 2) 45 days after contract signature date.

The above ongoing fees for per property pricing will be locked in for the first two years of the contract. Ninety days before renewal, the number of properties will be reviewed with Ashtabula County, OH to determine if there is any price change needed for a contract extension.

Above pricing assumes 250 properties and 500 advertisements.

*Payment processing: Jurisdiction contracts directly with gateway and payment processor and fees are approximately \$.40 per e-check plus statement and gateway fees of \$20/month. Credit card fees are also competitive rates and if desired, we can implement an automatic credit card convenience fee collected to offset these fees.



Ashtabula County, OH	MUNIRevs, Inc
By: 	By: 
Name: Kathryn Whittington	Name: Leah M Wilson
Title: President	Title: SVP Sales/Operations
Date: 9/14/2021	Date: 8/24/21

Signature Page

RE: Ashtabula County Commissioners contract for MUNIREvs Vacation Rental Compliance Module, LODGINGRevs (lodging tax software & support)

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole
Ashtabula County Prosecutor