

JCNA CONTRACTOR AGREEMENT FOR ADMINISTRATIVE MANAGER

THIS AGREEMENT, entered into effective the day of March 21, 2015, between Jaguar Clubs of North America, Inc., a Delaware Corporation, hereinafter referred to as "JCNA" and IPM Colorado LLC, whose business address is 8137 Zang St., Arvada, Colorado 80005, operating as an independent limited liability company, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, JCNA is a not-for-profit organization of Jaguar automobile enthusiasts who desire to have the organization's business operations operated by an Administrative Manager, and,

WHEREAS, Contractor, acting as an independent limited liability company organized under the laws of the State of Colorado, and an independent contractor, agrees to perform the duties of JCNA Administrative Manager under the terms and conditions set forth herein.

In consideration of the mutual promises set forth herein, it is agreed by and between JCNA and Contractor:

SECTION 1

Description of Work

The work to be performed by Contractor shall be the management and conduct of the day-to-day administrative operations of JCNA. Contractor shall coordinate her activities with the Board of Directors, JCNA President, Executive Committee, Treasurer, and JCNA Business Committee, as the case may be. Contractor shall be responsible for performance of the functions and duties set forth below, as an independent contractor without direct supervision of JCNA:

Contractor shall maintain a business address in the name of JCNA and maintain regular business hours; receive and deposit all money and other valuable effects in the name and to the credit of JCNA, keep full and accurate accounts of receipts and disbursements utilizing software belonging to JCNA, prepare checks, drafts or other orders for payment of money, including reimbursements of JCNA officers and directors, for JCNA's authorized signatories. Further, Contractor shall manage day to day financial accounting including cash, manage PayPal and credit card accounts, monitor PayPal order processing, cash flow, and maintain financial records in QuikBooks.

Contractor shall maintain records and prepare reports to assist and enable JCNA to monitor its financial position, including monthly, quarterly, and annual financial reports, revenue and cost reports for JCNA and *Jaguar Journal*, assist in preparation of

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JCNA's annual budget, and prepare data for and in preparation of JCNA's annual tax returns.

Further, Contractor shall process annual roster renewals, notify affiliates of the club and *Jaguar Journal* renewals, maintain records of all current and past members, work with JCNA affiliates on membership management, outreach to new members both at large and affiliate club in coordination the Membership Committee, Regional Directors, and PTS; prepare and export information related to *Jaguar Journal* distribution, process MAI/SUB renewal notices that are expiring, process new/renewing member updates from affiliate clubs, MAL's and SUB's, oversee design, content and mailing of annual JCNA Member Cards, and process website memberships.

Further, Contractor shall maintain records of all inventory at all locations, including printed material, regalia, and trophies; organize and monitor JCNA archive and historical materials and documents, and process publication and regalia sales payments.

Further, Contractor shall process special event registration forms, process club event sponsorship applications, and perform such other duties as JCNA may request from time to time, such duties being consistent with the scope of this position.

SECTION II

Payment

In consideration of the services to be provided by Contractor under this Agreement, Contractor shall be compensated the sum of Thirty Thousand dollars (\$36,000.00), without deductions, payable monthly. Contractor represents that she is an independent contractor and not an employee of JCNA for any purpose. Contractor shall be solely responsible for all taxes related to or resulting from the payments received hereunder.

Additionally, Contractor shall be entitled to be reimbursed for up to \$2,000.00 of out-of-pocket expenses for JCNA related activities, including required attendance at Board of Directors meetings, the Annual General Meeting and other events such as the Challenge Championship. All such expenses must be approved in advance by the Treasurer, Business Committee, or JCNA President, except that reasonable expenses including transportation and room expenses for attendance at Board meetings and the AGM shall not require prior approval.

Additionally, if Contractor requires administrative assistance to perform the duties set forth above, JCNA agrees to reimburse Contractor for up to five thousand dollars (\$5,000.00) for the administrative assistant work performed, annually. Contractor shall submit invoices that will include the actual hours and rate of pay to the Treasurer and Business Committee for work performed, on a monthly basis.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

SECTION III

Relationship of the Parties

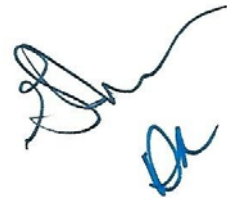
The parties intend that an independent contractor relationship will be created by this contract. JCNA is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of JCNA for any purpose, and the employees of Contractor, if any, are not entitled to any other benefits or compensation from JCNA. It is further understood that Contractor is free to contract for similar services to be performed for other entities while under contract with JCNA. Contractor shall be solely responsible for any tax consequences related to the operation of her business and the compensation and expense reimbursement resulting from this contract, as well as any workers compensation or other expenses related to employees of Contractor, if any, and shall hold JCNA harmless for any such taxes or related costs or other liabilities arising from Contractor's business operations.

SECTION IV

Ownership of Property

Contractor agrees and acknowledges that all information, documents, inventory and other property (including all computer files and records in any form) obtained from JCNA at the commencement of this Agreement and all additional information, documents, inventory, records or other property purchased, acquired or created for or on behalf of JCNA is, and at all time shall remain, the soled and exclusive property of JCNA. Contractor shall not acquire any ownership rights in any such information, documents, inventory or property, and shall maintain such information, documents, inventory and property in such a manner as to segregate such items from her personal property. All information, documents, inventory and other property of JCNA shall be clearly marked or designated in a manner that will clearly identify it as the property of JCNA, and she shall not commingle it or any funds received for or on behalf of JCNA, with any of her personal property or money.

Upon termination of this Agreement for any reason, all information, documents, inventory, records and property of JCNA including any money being held by Contractor for or on behalf of JCNA, shall be turned over to the Chairperson of the JCNA Business Committee or such other person as may be designated by the President of JCNA. All related shipping, packing and handling costs shall be paid by JCNA with regard to the turnover of such information, documents, inventory or property, subject to prior approval by the President of JCNA.




SECTION V


Duration

This Agreement shall be effective as of March 21, 2015 and shall remain in full force and effect until the close of the JCNA Annual General Meeting in 2017. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other. In the event that notice of termination is not served by either party sixty (60) days prior to the 2017 Annual meeting, it shall automatically renew until the next JCNA Annual General Meeting, and each subsequent Annual General Meeting thereafter, until notice of termination is given by either party. However, the Parties agree that upon renewal, they may amend and modify the Agreement as circumstances dictate and as mutually agreeable. In the case of termination by Contractor, written notice shall be served upon the President of JCNA, Treasurer, and the Chairperson of the Business Committee. Notices hereunder may be served by Certified Mail, Fax or Email. Further, this Agreement shall terminate immediately upon the death or disability of Contractor. For the purposes of this Agreement, disability shall mean any mental or physical impairment that prevents Contractor from substantially performing the services hereunder for more than thirty (30) consecutive days.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:



George Camp, JCNA President

Date: March 21, 2015 


CONTRACTOR, IPM Colorado LLC
By Deanie Kennedy, Manager 

Date: March 21, 2015