



# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Transitioning data management to Homekeeper/Salesforce will have limited impact without also transitioning the Application and Compliance Review forms and processes.
- Upon staff interviews and reviews of Application and Compliance Review services that run off Homekeeper, Public House is the most efficient and user friendly for BCHA applicants, renters, and owners as well as staff.

Policy Analysis and Background (non-consent items only):

**GOAL 2: RECOMMEND + ADVOCATE FOR POLICY THAT PROMOTES HOUSING**  
**OBJECTIVE 2. SERVE AS THE SINGLE SOURCE OF HOUSING DATA, HOUSING NEEDS, HOUSING LISTS TO SUPPORT DATA-DRIVEN DECISION MAKING, ACTION AND INVESTMENTS.**

**GOAL 3: EXPAND, COORDINATE + IMPROVE SERVICES TO CREATE HOUSING STABILITY**  
**OBJECTIVE 1. ESTABLISH A ONE-STOP-SHOP FOR PROVIDING RESOURCES, SERVICES AND APPLICATION ASSISTANCE AT BCHA/5B HOUSING OFFICE IN ENGLISH AND SPANISH AND SUPPORT COORDINATION WITH OTHER PARTNERS.**  
**OBJECTIVE 3. WORK WITH PARTNERS TO DEVELOP STRATEGY FOR A SINGLE-POINT OF ENTRY SYSTEM OF CARE OR OTHER TYPE APPROACH TO SUPPORT COMMUNITY NEEDS.**

**GOAL 4: INFORM, ENGAGE, COLLABORATE**  
**OBJECTIVE 5. SERVE AS THE HUB FOR REGIONAL HOUSING DATA.**

**GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED RESTRICTED HOMES (CURRENT BCHA ROLE)**  
**OBJECTIVE 2. CONTINUE TO STEWARD INVENTORY OF EXISTING DEED-RESTRICTED HOMES IN BCHA INVENTORY, INCLUDING ON-GOING COMPLIANCE.**

The data system upgrade for BCHA/BCHF is a partnership with three organizations providing services: Homekeeper, Public House and Salesforce. Homekeeper is the main program from which the system will operate from, Salesforce is required for operating Homekeeper and Public House supports the HomeKeeper operations by generating forms (ex. Intake and compliance) and data analysis. Homekeeper was acquired in

the Fall and will provide both data migration and training in the next couple of months.

Acquiring Salesforce licenses has been the lynchpin to moving this process forward. After meeting with Salesforce representatives, data migration consultants, Homekeeper contacts, enlisting our CPA's recommendation, applying multiple times, and receiving limited support only via email, we were able to acquire ten free licenses with our non-profit status as Blaine County Housing Foundation. BCHF was deemed the appropriate entity since funding through the IHFA Grant would be dedicated to any costs for the system. With licenses acquired we are able to move forward with the data migration, and trainings with HomeKeeper.

Staff reviewed a number of add-on services to Homekeeper to build out the Application and Compliance Review process. Public House stood out because of their pre-existing forms tailored for BCHA's purposes, their capacity to take on this project and maintain it going forward, and their impressive list of clientele. Their user interface for BCHA's users and staff is clear and efficient.

Staff recommend approving the Public House contract for services, pending legal review. If legal counsel recommend substantial changes, the Board will re-review the contract.

Financial Impact:

HomeKeeper Services	Setup Fee \$6,000.00, Annual Fee \$5,250.00, HUD Connect Annual Fee \$1,550.00. Paid \$12,800.00
Salesforce Licenses	10 free licenses with qualification of Non-profit status. (Formerly quoted \$ ~ \$7600/year)
Public House Services	Potentially, \$8K (first year with setup fees) then annual ~ \$5K. Currently under review with legal counsel.

Attachments:

1. Resolution 2024-03
2. Public House Contract

**RESOLUTION No. 2024-03**

**BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO**

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO IMPLEMENT A NEW DATA & APPLICATION SYSTEM WITH THE REQUIRED CONTRACTS WITH PUBLIC HOUSE

WHEREAS, the primary responsibility of the Blaine County Housing Authority is to steward preservation of existing deed-restricted units and expand it's portfolio; and

WHEREAS, in order to adequately fulfill this responsibility, a new data, application, and compliance system must be acquired, setup, and managed; and

WHEREAS, staff researched and found the most suitable application and compliance review product for BCHA's responsibilities; and

WHEREAS, the BCHA administrative staff will not be able to transition to the new data system without also transferring application and compliance review; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves execution of the Subscription Agreement with Public House.

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the BCHA administrative staff to manage such contract.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Chair



# Public House Subscription Agreement

## SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the "**Agreement**") is made as of [REDACTED], 2023 (the "**Effective Date**"), by and between **Electricbaby, Inc.**, a Colorado corporation with its principal place of business at 490B Hammerstone Lane, Frisco CO 80443 ("**Electricbaby**"), and Blaine County Housing Authority, an Idaho corporation with its principal place of business at 111 N 1st Ave STE 2J, Hailey, ID 83333 ("**Customer**"). Electricbaby and Customer are each referred to herein as a "**Party**" and are collectively referred to as the "**Parties**".

## PURPOSE

Electricbaby is the owner of a hosted solution known commercially by the name "Public House Affordable Housing Applications," which is designed to provide online housing applications and facilitate staff review and determination of eligibility.

Customer is a provider of affordable housing services and desires to access and utilize the Solution (as defined below) to support its affordable housing processes.

Electricbaby and the Customer are entering into this agreement so that Electricbaby can provide Solution access and professional services related to implementation, development, and support to the Customer.

This Agreement shall govern the relationship between Electricbaby and Customer in connection with the Services, as defined below.

## TERMS

In consideration of the mutual covenants and conditions set forth below, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1 Electricbaby Solution Subscription and Custom Development Services

- 1.1 *Solution and Access to Solution.* The Solution is a web-based, software as a service, online housing application and service known commercially as "Public House" that is designed to provide online housing application management and facilitate staff review and determination of eligibility, including all custom configurations, updates, bug fixes, new releases and/or maintenance releases of such service that are released by Electricbaby to Customer pursuant to this Agreement ("Solution"). Applicant refers to end users of the Public House authentication and application portals ("Applicant"). The Solution features dual





## Public House Subscription Agreement

factor Applicant authentication, application interface, supporting document upload management, staff tools for document review, and program eligibility determination. Customer has specific capabilities to customize and brand the online housing application experience. Customer's configuration will be saved in the Solution. The Public House Online Housing Application consists of externally hosted authentication and application portals that integrates with a Salesforce Managed Package installed in Customer's Salesforce account, a Salesforce unmanaged package that contains the declarative functionality customized for Customer's specific application process and all updates, bug fixes, and new releases of the Public Housing Online Housing Application that are released by Electricbaby. General details can be found in [this article on the support site](#).

The Solution is designed to work specifically with the Homekeeper affordable housing app for Salesforce. The Solution does not retain any Applicant data. All Application and applicant household information is stored in the Homekeeper data structures, inside Salesforce. Customer is solely responsible for procuring and maintaining licenses with Salesforce, Homekeeper, and a document storage solution.

The Solution requests Applicant data from Customer's Salesforce instance for Applicant identity authentication and to load Applicant's existing application data into the solution's Application Portal. The solution updates application data in Customer's Salesforce instance when an Applicant saves/updates its application. Supporting documents uploaded by Applicant are delivered directly to the Customer's cloud storage. No Applicant data or application data is stored in the Solution. The Solution integrates with external services. Additional information about these services can be found on the support site, <https://support.public.house>.

- 1.1.1. **Access Grant.** Subject to Customer's compliance with the terms and conditions of this Agreement, Electricbaby grants to Customer, Support Users, and Applicants the non-exclusive and non-transferable right and subscription during the Term to access and use the Solution only for the purposes of Customer, and its affiliates and Support Users. Support User means an employee, independent contractor or consultant of Customer and licensed Customer Salesforce user that accesses the Solution internally via authorized links from Salesforce ("Support User"). Customer assumes responsibility for the Customer-authorized actions of all Support Users that would be a breach of this Agreement if such action were taken by Customer will be deemed a breach by Customer of the applicable term of this Agreement.
- 1.1.2. **Solution Services.** Electricbaby will provide Customer the implementation





## Public House Subscription Agreement

and configuration necessary to access the Solution (collectively the “Solution Services”) pursuant to Section 1 of this Agreement. Customer is solely responsible for procuring and maintaining licenses with Salesforce, Homekeeper, and the Customer’s preferred cloud storage. Electricbaby retains directly external services for all other integrations, hosting, and tools used in the Solution.

- 1.1.3. *Support.* Electricbaby will maintain the Solution and provide support services (“Support”) in accordance with the service levels set forth in this Agreement.
- 1.1.4. *Prohibited Uses.* Customer and each Support User will not: (a) create adaptations or derivative works of the Solution; (b) use the Solution for any uses other than those specified in this Agreement; or (c) attempt to reverse engineer, disassemble, reverse translate, decompile or in any other manner decode any portion of the Solution or its underlying software code.
- 1.1.5. *Availability.* Electricbaby designed the Solution to be Available on a continuous basis, not including Scheduled Down Time, as defined below. The Solution is not considered “Available” if Customer or Applicants cannot successfully access the Solution due to a malfunction within Electricbaby’s reasonable control. This includes:
  - 1.1.5.1. Authorization Portal access and the ability to retrieve and authenticate applicants.
  - 1.1.5.2. Application Portal access and the ability to retrieve, update and save applicant data, upload and review supporting documents, digitally sign applications, and create PDFs of completed applications.
- 1.1.6. *Scheduled Downtime.* Occasionally Electricbaby will perform routine maintenance and feature, service and performance updates to the Solution. Such periods are known as “Scheduled Down Time.” These updates typically happen every 30 days, last on average less than thirty-two (32) hours, and usually occur after business hours (PST). Electricbaby will send an email notice of Scheduled Down Time to Customer at least two (2) days in advance. If Electricbaby is responsible for the Solution being Available less than 99% of the time over the course of a calendar month, excluding Scheduled Down Time, Electricbaby will credit Customer’s account the value of one (1) day’s access fees for any partial day the Solution is not Available during that month, not including Scheduled Down Time, up to a maximum credit of one (1) month’s total access fees per month, which credit may not be carried over or applied to any month other than the month following the month in which the credit was accrued.
- 1.1.7. *Maintenance.* Electricbaby will be responsible for preserving the functionality of the solution. This includes modifying the system to adapt to





## Public House Subscription Agreement

any future changes in Salesforce, Homekeeper, Google Drive, AWS, Dropbox, Zoho Sign, Twilio or any of the development technologies used in the operations of the solutions for the client. Electricbaby is also responsible for the upkeep of any improvements or new features introduced to the solution in the future.

- 1.2 *Solution Subscription Services.* Customer is subscribing to the Solution which includes Electricbaby providing maintenance, hosting, integration, and other professional services related to the Solution, as such services are more fully described in this Agreement and its Exhibits (all of which also constitutes the “Services”). Electricbaby will complete the Services in accordance with the specifications set forth in this Agreement and its Exhibits. If either Party desires to make changes to such specifications during the Term, such Party will notify the other Party and the Parties may mutually agree in writing on requested adjustments, if any, to the other terms of this Agreement required to accommodate such changes.
  - 1.2.1. *Feature Set.* Customer acknowledges that all configurations of the Solution are based on the feature set and configurability available in the then-current production environment. This is a hosted solution that loads each client’s specific configuration to customize the environment to their specifications. Using in part information provided by Customer, Electricbaby will configure the Solution.
  - 1.2.2. *Customer Support Coordinator.* Customer will designate a primary contact person who will coordinate development of the configured Solution, such Customer designee to be known as the “Customer Support Coordinator.”
  - 1.2.3. *Implementation.* Parties agree to devote the necessary resources to complete the initial system configuration in a timely manner. If Customer fails to perform its assigned tasks in a timely manner, Electricbaby has the right to charge Customer an hourly rate for additional time required to complete the tasks in the schedule on behalf of the Customer or the time required to re-review tasks and remind client of completion deadlines.
  - 1.2.4. *Training.* Electricbaby will provide training to the Customer Support Coordinator as described on the support site. The Customer Support Coordinator will provide training and support to all Support Users. In the event that a Support User has a question that the Customer Support Coordinator cannot answer, the Customer Support Coordinator may contact Electricbaby for support.
  - 1.2.5. *Support Services.* Customer will have access to the Public House Support Site for self-service level support. The site can be found at <https://support.public.house>.





## Public House Subscription Agreement

- 1.2.5.1. Technical support questions, reporting of errors or defects, and questions regarding invoicing procedures may be submitted by the Customer Support Coordinator via email to support@public.house where they will be tracked as a support request case.
  - 1.2.5.2. Responses to cases will be provided via email, phone, or video conference. Customer support cases will be responded to within 24 hours between the hours of 8am and 5pm Mountain Time, excluding Federal holidays and weekends. Public House platform-wide issues are addressed immediately upon identification, 24 hours per day, 7 days per week.
  - 1.2.5.3. End Users are able to log Cases to the Customer's Salesforce database directly through the application portal. The Customer is responsible for responses to these cases. If these cases are related to technical functionality of the Application the Customer must submit a case via the process outlined in the first paragraph of this section.
- 1.3 *Custom Development Services.* Customer engages Electricbaby to furnish, and Electricbaby agrees to furnish, the consulting and software development services specifically described in Exhibit B - Statement of Work, which is incorporated herein for reference, and for such other tasks as may be mutually agreed upon in writing between Electricbaby and Customer ("Custom Services") pursuant to any future agreed upon and executed statements of work.
- 1.3.1. *Future Custom Development Services.* Electricbaby will provide additional services, future customizations and additional configurations upon Customer request. Such services must be provided pursuant to a separate approved written agreement by an authorized representative of each Party.
  - 1.3.2. *Ownership of Work Product.* Electricbaby will perform three different types of Custom Development Services under this Agreement, when complete, shall be owned as follows:
    - 1.3.2.1. *Salesforce Configuration –* Salesforce Configuration includes work performed to configure Customer's Salesforce instance using built in "declarative" or point-and-click tools, which do not require programming skills. This work involves set up and utilization of Salesforce configuration tools and does not involve custom development. Upon completion, this work shall not be owned by either party because it is not possible to transfer or sell this work.
    - 1.3.2.2. *Public House Platform Customization –* Some Deliverables or Products require Electricbaby to develop custom solutions for Customer which require development and programming. Any customization and development, including but not limited to the







## Public House Subscription Agreement

- code used to create such Deliverable or Product, shall be owned by Electricbaby. Customer shall own the implementation of any customization in Customer's Salesforce instance.
- 1.3.2.3. Custom Programming Outside of Public House – Some Deliverables or Products require Electricbaby to develop custom solutions for Customer which require development and programming separate from Public House. Any such custom programming and development shall be owned by Customer.
  - 1.3.3. *Custom Development Support.* Electricbaby provides support services ("Support") in accordance with the service levels set forth in this Agreement. Custom development support will be billed at a hourly rate. The cost of custom development support is not included in Solution support.
  - 1.4 *Conformity to Schedule.* Electricbaby has sole discretion and control over Electricbaby's Services and the manner in which it is performed, so long as the requirements of all Services as set out in this Agreement are met, and further so long as all such Services are performed in a professional and workmanlike manner.
    - 1.4.1. Electricbaby will arrange the schedule for its performance of the Services and will handle all details and logistics of its performance
    - 1.4.2. Customer will, within seven (7) days of receipt of each deliverable, advise Electricbaby of Customer acceptance or rejection of the deliverable. Any rejection will state the nature and scope of the deficiencies, and Electricbaby will, upon receipt of such rejection, act diligently to correct such deficiencies. After seven (7) days of receipt, Customer is deemed to accept any deliverable for which it does not provide notice of rejection.
  - 1.5 *Direction.* Customer will not exercise direct control over the time and methods that Electricbaby used to perform the Solution Services or Custom Development Services. Electricbaby will, however, report to and receive direction from Customer.
  - 1.6 *Rights Granted to Customer.* Except for the rights expressly granted in Section 1, Electricbaby expressly reserves all right, title, and interest in and to the Solution, Documentation, and the Services. Customer agrees that Electricbaby does not, directly or by implication, estoppel or otherwise, grant any other rights to Customer other than those expressly set forth in this Agreement. As between Customer and Electricbaby, the Documentation, the Services, the Solution and its database schema, and all intellectual property rights associated with the Documentation, the Services, the Solution and its database schema, are and shall be the sole and





# Public House Subscription Agreement

exclusive property of Electricbaby, subject only to the limited, non-exclusive licenses granted in this Agreement to Customer.

## 2 Pricing and Payments

- 2.1 *Pricing.* Customer shall pay Electricbaby for access to the Solution and Services pursuant to the fee schedule set forth in Exhibit A.
- 2.2 *Payment on Invoice.* Electricbaby will invoice Customer on an annual basis for the Solution access rights for the upcoming annual term. Electricbaby will invoice Customer on a monthly basis for Services completed. Customer will pay such invoices within thirty (30) days after the date of the invoice. All fees are nonrefundable. Past due balances are subject to one and one-half percent (1.5%) per month interest or the maximum rate allowed by law, whichever is smaller. If payment is overdue, Electricbaby reserves the right to suspend access to the Solution until invoices are current.
- 2.3 *Taxes.* Any taxes that: (a) are owed by Electricbaby with respect to this Agreement and the payment of the fees hereunder; (b) are required or permitted to be collected from Customer by Electricbaby under applicable law; and (c) are based upon the amounts payable under this Agreement, shall be remitted by Customer to Electricbaby.

## 3 Warranties and Disclaimers

- 3.1 Electricbaby represents and warrants that:
  - 3.1.1. Electricbaby has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Customer all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any Third Party;
  - 3.1.2. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 3.2 *Warranty Disclaimer.* EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 3.1, ELECTRICBABY DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES,





# Public House Subscription Agreement

ACCURACY OR COMPLETENESS, TITLE, OR NON-INFRINGEMENT.

## 4 Non-Disclosure

- 4.1 *Confidential Information.* “Confidential Information” means all nonpublic information that the Disclosing Party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the Receiving Party should in good faith treat as confidential. Confidential Information includes, without limitation, the Solution and Documentation. “Disclosing Party” means either Electricbaby or Customer when such Party is disclosing Confidential Information to the other Party under this Agreement. “Receiving Party” means either Electricbaby or Customer when such Party is receiving Confidential Information from the Disclosing Party under this Agreement. Confidential Information does not include information that: (a) was generally known to the public at the time disclosed by the Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by the Receiving Party after the time of disclosure to the Receiving Party by the Disclosing Party; (c) was in the Receiving Party’s possession free of any obligation of confidentiality at the time of disclosure to the Receiving Party by the Disclosing Party; (d) was rightfully received by the Receiving Party from a third party that was free of any obligation of confidentiality after disclosure by the Disclosing Party to the Receiving Party; or (e) was independently developed by the Receiving Party without reference to or use of Confidential Information disclosed by the Disclosing Party.
- 4.2 *Permitted Use.* The Receiving Party will only use the Disclosing Party’s Confidential Information to fulfill its obligations under this Agreement. Each Party expressly agrees that the Receiving Party shall have the right to disclose, give access to, or distribute the Disclosing Party’s Confidential Information to Receiving Party’s consultants and contractors as necessary to fulfill its obligations under this Agreement. Except as expressly agreed in this section, the Receiving Party will not disclose, give access to, or distribute any of the Disclosing Party’s Confidential Information to any third party, except as expressly authorized in this Agreement. The Receiving Party will take reasonable security precautions (at least as protective as the precautions it takes to preserve its own confidential information of a similar nature) to keep the Disclosing Party’s Confidential Information confidential.
- 4.3 *Government Orders.* The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law. In such cases, however, the





## Public House Subscription Agreement

Receiving Party will (a) give the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy (except to the extent the Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement); (b) disclose only such portion of information as is required by the governmental entity or otherwise required by law, and protect the remainder of the Confidential Information; and (c) at the Disclosing Party's request and expense, use commercially reasonable efforts to obtain confidential treatment (e.g., by protective order or equivalent) for any Confidential Information so disclosed.

- 4.4 *No Implied Rights.* By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied rights to the Receiving Party to or under any of the Disclosing Party's (or any third party's) patents, copyrights, or trademarks.

### 5 Security and Data Breach

- 5.1 *Security.* Electricbaby has a third-party security firm perform yearly Penetration Tests against Solution website and applications. These penetration tests also include a Vulnerability Analysis of Solution websites and applications. Public House reviews the penetration tests, and immediately rectifies any issues that allow unauthorized access or entry. Public House reviews the vulnerability analysis which reports potential vulnerabilities which could potentially make Solution Services less secure, and creates a prioritized task list and timeline to address any critical, high, or medium vulnerabilities.
- 5.2 *Data Protection.* Solution does not save or persist any applicant data. Solution is capable of operating without Electricbaby's direct access to the Customer's Salesforce and Cloud Storage. Electricbaby only requires access to the Customer's Salesforce and Cloud Storage: during implementation, in response to service or technical issues, for proactive service and problem resolution, or at the Customer's request for *Custom Development Services*. Electricbaby agrees to keep confidential all Customer Data, and agrees not to sell, assign, distribute, or disclose any such information to any other person or entity. For purposes of this section, Customer Data means all information, whether in oral, written, or electronic.
- 5.3 *Data Breach.* Electricbaby will respond to, contain and remediate Solution Security Incidents, using commercially reasonable efforts, on a 24/7 basis. A Solution Security Incident is a breach of data protection, confidentiality, data integrity or a security compromise resulting in the unauthorized access, use, transfer or acquisition of Customer or Customer's Data via Public House Authorization Portal





# Public House Subscription Agreement

or Application Portal (“Solution Security Incident”). Electricbaby shall notify Customer of a Solution Security Incident within 24 hours of becoming aware of an actual incident involving Customer or Customer’s Data. Electricbaby shall inform Customer about incident response activities in reasonable intervals until the incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.

- 5.4 *Data Breach Responsibilities.* Unless otherwise stipulated, if a data breach is a direct result of Electricbaby’s breach of its contractual obligation to prevent the unauthorized release of Customer or Customer’s Data (a “Data Breach”), Electricbaby shall bear the reasonable and documented costs associated with (a) the investigation and resolution of the Data Breach; (b) Customer’s notifications to individuals, regulators or others as may be required by applicable state law; (c) a credit monitoring service as may be required by applicable state (or federal) law; (d) a website or a toll-free number and call center for affected individuals as may be required by applicable state law; and (e) all corrective actions based on root cause. In the case of a breach originating from Customer, Electricbaby will provide reasonable assistance to Customer for identification and resolution, but Customer will have sole responsibility for any remediation actions, costs and expenses necessary as a result of the Data Breach.

## 6 Limitation of Liability and Indemnity

### 6.1 *Limitation of Liability.*

Except as described in Sections 1.1.4, 4.1, 5.3, 5.4, in no event shall either party hereto be liable for any indirect, special, incidental or consequential damages (including lost profits) arising out of or in connection with this Agreement, even if the remedies otherwise provided under this Agreement, at law or in equity fail of their essential purpose, regardless of the form or cause of action or the alleged basis of the claim, and even if such party had been advised of the possibility of such damages. Notwithstanding any other provision contained in this Agreement, Electricbaby’s maximum aggregate liability for any and all claims arising out of or in connection with this agreement, whether such liability arises from any claim based upon contract, warranty, tort, failure of essential purpose, trade usage, or otherwise, will in no case exceed the aggregate amount actually received by Electricbaby from customer during the twelve (12) month period immediately





## Public House Subscription Agreement

preceding the date such liability arose.

### 6.2 *Electricbaby Indemnification.*

Electricbaby will indemnify, hold harmless, and defend Customer and its officers, directors, and subsidiaries (the "Customer Indemnified Parties") from any and all claims by third-parties arising from Electricbaby's gross negligence or willful misconduct. Electricbaby's obligations to indemnify and hold harmless the Customer Indemnified Parties under this Section will be reduced to the extent that such claim arises from Customer's negligence or willful misconduct. Electricbaby will be entitled to control the defense or settlement of any third-party claim, provided that Electricbaby will permit the Customer Indemnified Parties to participate in the defense and settlement of any such claim, at the Customer Indemnified Party's expense and not subject to indemnification hereunder, with counsel of the Customer Indemnified Parties' choosing. This paragraph shall survive expiration or termination hereof.

### 6.3 *Customer Indemnification.*

Customer will indemnify, hold harmless, and defend Electricbaby and its officers, directors, and subsidiaries (the "Electricbaby Indemnified Parties") from any and all claims by third-parties arising from Customer's gross negligence or willful misconduct. Customer's obligations to indemnify and hold harmless the Electricbaby Indemnified Parties under this Section will be reduced to the extent that such claim arises from Electricbaby's negligence or willful misconduct. Customer will be entitled to control the defense or settlement of any third-party claim, provided that Customer will permit the Electricbaby Indemnified Parties to participate in the defense and settlement of any such claim, at the Electricbaby Indemnified Party's expense and not subject to indemnification hereunder, with counsel of the Electricbaby Indemnified Parties' choosing. This paragraph shall survive expiration or termination hereof.

## 7 **Term and Termination**

7.1 *Term.* This Agreement will be effective as of the Effective Date and will continue in effect for one year ("Initial Term") unless the Agreement is earlier terminated as provided herein. This Agreement shall automatically renew for additional one-year periods (each a "Renewal Term") unless either Party provides the other with written notice of non-renewal at least 60 days prior to the end of the Initial Term or any Renewal Term. The Initial Term together with any Renewal Terms is the "Term."





## Public House Subscription Agreement

- 7.2 *Solution Fees.* Ninety (90) days prior to the conclusion of the Initial or any Renewal Term, Electricbaby will notify Customer of the upcoming expiration and of any change in the fees. Fees will not increase during the Initial Term. If any increase in fees occurs during a Renewal Term, the increase may not exceed 5% of the net price annually.
- 7.3 *Termination by Either Party.* Either party may terminate this agreement with 30 days' written notice. All fees for work performed or unpaid subscriptions will be calculated and billed based on termination date, and must be paid within standard payment terms agreed to herein. Upon termination Electricbaby will make a reasonable effort to wrap up open work, provide documentation to the Customer to position the Customer for completion of work, and return or destroy any materials belonging to the Customer ("Project Hand Off"). Customer agrees to pay Electricbaby for all Project Hand Off . Decisions about returning or destroying materials or documentation will be made with the Customer.
- 7.4 *Post Termination Return and Destruction of Confidential Information.* Upon termination, all rights and licenses granted to Customer hereunder will cease and Electricbaby will issue a final invoice to Customer for all Services performed up to the date of termination. Customer will pay such invoice pursuant to Section 2 of this Agreement. Electricbaby does not store any Applicant data. As such, there is no data to return to Customer at termination of this Agreement. Applicant Data is the sole responsibility of the Customer. Post termination, the Customer should deactivate any Salesforce licensed users employed by Electricbaby and change its Dropbox / Google Team Drive / AWS credentials.
- 7.5 *Survival.* The following Sections will survive any termination or expiration of this Agreement: 1.4.4, 1.6, 2 , 3, 4, 5, 6, 7, 9, 11.

### 8 Insurance

- 8.1 Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, and worker's compensation insurance as required by applicable law.

### 9 No Agency

- 9.1 Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between the Parties. Neither Party will have the authority to make any statements, representations or commitments of any kind, or to take any action, binding on the other except to the





# Public House Subscription Agreement

limited extent (if any) provided for in this Agreement.

## 10 Marketing

10.1 Unless expressly advised otherwise by the Customer, the Customer grants Electricbaby the right to make reference to the existence of this Agreement and to otherwise reference the Customer's name on Electricbaby's website.

## 11 Miscellaneous

11.1 *Validity.* Each Party represents and warrants that: (a) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (b) to its knowledge, such Party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such Party is subject, or any agreement or other obligation directly or indirectly applicable to such Party or binding upon its assets.

11.2 *Governing Law, Jurisdiction and Venue.* This Agreement, and all claims arising under or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflict of laws provisions thereof. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the state or federal courts located in Summit County, Colorado, and the Parties irrevocably consent to the jurisdiction by said courts over them and waive any objection regarding subject matter jurisdiction, personal jurisdiction, or venue.

11.3 *Severability.* If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11.4 *No Waiver.* No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

11.5 *Assignment.* Neither Party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, either Party may assign this Agreement without the other







## Public House Subscription Agreement

Party's prior written consent as part of a merger, consolidation, or a sale or transfer of all or substantially all of the assigning Party's assets. The assigning Party shall provide the non-assigning Party notice of any attempted assignment. Any attempted assignment in violation of this Section will be voidable at the option of the non-assigning Party within sixty (60) days following receipt of notice of such assignment. This Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective and permitted assignees.

- 11.6 *Notices.* All notices issued under this Agreement: shall be in writing and delivered by email. It will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid. Notices shall be sent to each Party as follows:

Electricbaby,  
PO Box 94 Frisco, CO 80443  
Franklin Joyce, President, franklin@public.house (970) 281-7375

Blaine County Housing Authority  
111 N 1st Ave STE 2J, Hailey, ID 83333  
**Person to Notify, Title, Email, Phone**

Either Party may change the address above by giving notice to the other Party pursuant to this Section 11.6.

- 11.7 *Force Majeure.* Except for payment obligations, neither Party will be liable for any delays to its performance hereunder resulting from circumstances beyond reasonable control including without limitation fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 11.8 *Entire Agreement.* This Agreement is not an offer by either Party and it is not effective until signed by both Parties. This Agreement, including the Exhibits attached hereto, is the entire agreement of the Parties with respect to the Solution and performance of the Services by Electricbaby for and on behalf of Customer and supersedes all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the Parties with respect to the Solution and the Services. This Agreement shall not be modified except by written





# Public House Subscription Agreement

agreement dated subsequent to the date of this Agreement and signed on behalf of the Parties by their respective duly authorized representatives.

IN WITNESS HEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the date set forth below.

Electricbaby:

Blaine County Housing Authority:

Franklin Joyce  
President, Electricbaby, Inc.  
PO Box 94  
Frisco, CO 80443  
franklin@public.house (970) 281-7375

Name: AuthorizedName  
Title: AuthorizedTitle, BCOHA  
111 N 1st Ave STE 2J  
Hailey, ID 83333  
AuthorizedEmail AuthorizedPhone





# Public House Subscription Agreement

## Exhibit A Solution Subscription Fees

### Public House Annual Subscription

Public House is a subscription based Solution. The Customer will be billed the Public House Annual Subscription fee of \$5,000.00 as of the Effective Date of this agreement and each following year at the beginning of the calendar quarter following the Effective Date.

The Public House Annual subscription fee includes 250 Applicant Subscription Credits. Additional Applicant Subscriptions are \$20.00.

Please see the support article [Annual Subscription and Billing](https://support.public.house/docs/annual-subscription-billing/) for complete details on the services granted to Customer by the Public House Annual Subscriptions and the services granted to applicants by the Applicant Subscriptions.

<https://support.public.house/docs/annual-subscription-billing/>

Volume discounts may apply for 500+ Applicant Subscriptions per year.

### Electronic Signatures

Optionally, [electronic signatures](https://support.public.house/docs/digital-signatures/) can be integrated into applications, occupancy certification and recertifications. The electronic signatures are legally valid and enforceable based on the E-SIGN Act in the United States and the eIDAS in Europe. The cost is \$2.50 for each signed document (up to 5 signers).

<https://support.public.house/docs/digital-signatures/>

### Quarterly Billing

Customers receive quarterly usage reports for additional Applicant Subscriptions and Electronic Signatures.





# Public House Subscription Agreement

## Exhibit B Solution Implementation Services and Fees Statement of Work

### **Solution Implementation Fees: \$3,000**

The Customer will be billed for implementation fees upon the Effective Date of this agreement.

Public House implementation is a 6 week program. Customer is committing to attending two implementation meetings per week lasting between 30 minutes and one hour. Customer commits to completing tasks within the timeframe assigned. If the Customer does not complete tasks in a timely manner causing the implementation period to last longer than the planned number of weeks, the Customer may be billed at the hourly support rate outlined in this agreement. The Customer will be made aware of issues with timeliness before incurring billable hours.

Please see the support articles [Implementation Overview](#) and [Implementation Flow](#) for implementation details and schedule.

### **Implementation Prerequisites**

In advance of signing the contract, clients must complete the tasks outlined on the [Implementation Prerequisites](#) section of our support site.

Review [What can we Change?](#) for details on included customizations.

### **Training**

Staff participating in the implementation receive comprehensive training over the course of the implementation. For larger organizations, implementation includes one customer support coordinator's orientation & training or a two one-hour hands-on staff training sessions limited to 10 users.

### **Resident Portal & Occupancy Certification Implementation Fees: \$1,500**

Configuration of the Resident Portal & Occupancy Certification forms/notifications is a 3 week program that can be run in parallel with the Public House Implementation or subsequently.

Please see the support article [Resident Portal](#) for implementation details and schedule.





# Public House Subscription Agreement

## Exhibit C Custom Development Services

### Custom Development Support

Customer development support that is outside of Public House's standard implementation, functionality or customer support is available at the Customer's request.

Customer grants staff authorization to submit custom development support requests and agrees to pay the fees associated with the custom development work. The customer will be billed \$125.00 per hour in 15 minute increments. There is a one hour minimum charge. Any request estimated at 20 or more hours will be quoted in the form of a Statement of Work, see Exhibit C.

Custom development requests exceeding 15 hours will be invoiced upon customer acceptance. All other custom development requests will appear on the quarterly invoices.

If Customer would like to specify staff members who are authorized to approve custom development support requests they may do so in writing outside of this agreement.

Please see the support article [Custom Development](#) for types of custom development and details on requesting/accepting custom development requests.  
<https://support.public.house/docs/custom-development/>





# Public House Subscription Agreement

## Exhibit C.1 Custom Development Services: STATEMENT OF WORK *Template for custom development that exceeds 20 hours*

THIS STATEMENT OF WORK (the "SOW") is made as of \_\_\_\_\_, 2022 (the "Effective Date"), by and between Electricbaby, Inc., a Colorado corporation with its principal place of business at \_\_\_\_\_ ("Electricbaby"), and CUSTOMER NAME, a STATE corporation with its principal place of business at \_\_\_\_\_ ("Customer"). Electricbaby and Customer are each referred to herein as a "Party" and are collectively referred to as the "Parties."

### Statement of Work

This SOW is entered into pursuant to the Subscription Agreement dated the \_\_\_ day of the Month of \_\_\_\_\_, as amended by the Parties. Pursuant to the Subscription Agreement, Electricbaby shall perform specified Services in accordance with written Statements of Work entered into periodically. This SOW and the Services contemplated herein are subject to all provisions of the Subscription Agreement. Capitalized terms used herein shall have the same meanings ascribed to them in the Subscription Agreement.

**Services.** The Services to be performed and responsibilities to be discharged under this SOW and the related payment terms and obligations are set forth as follows:

Services Project Title:

Services Objective:

Scope of Work

Project deliverables, material, and data requirements: (define the output of the work, i.e. report, etc.)

### Acceptance Criteria

Customer shall have the right to review and/or test deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify Electricbaby if there are any deficiencies. Electricbaby shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, Electricbaby shall resubmit the deliverable for review and/or testing as set forth above.

### Project Managers





## Public House Subscription Agreement

Electricbaby, Franklinlin Joyce, franklin@public.house (970) 281-7375  
Customer, Project Manager, Email, Phone

### Invoicing

Electricbaby shall submit invoices electronically to:  
Customer, Person to Notify, Title, Email, Phone

### Budget.

The Services are established on a **per hour basis** of Electricbaby, which is \$125. Electricbaby shall invoice Customer monthly for its Services hereunder, including any reimbursable expenses in accordance with this SOW, and shall provide a summary of the work completed. In no event shall the total cost for all work associated with the Services hereunder exceed \$\_\_\_\_\_.

**Term.** This Statement of Work shall commence as of the SOW Effective Date and shall continue until the Services described herein are completed and discharged, unless this Statement of Work is terminated in accordance with the Subscription Agreement.

**Amendment.** No modification, amendment or waiver of this Statement of Work shall be effective unless in writing and duly executed and delivered by each Party to the other.

**Conflict.** To the extent that this Statement of Work conflicts with the Subscription Agreement, the terms and conditions of the Subscription Agreement shall control the rights and obligations of the Parties.





## Public House Subscription Agreement

**IN WITNESS WHEREOF**, the parties hereto have caused this Statement of Work to be executed in duplicate counterpart original by their duly authorized representatives, as evidenced by signature below, effective as of the date first written above.

Electricbaby:

Customer:

Franklin Joyce  
President, Electricbaby, Inc.  
PO Box 94  
Frisco, CO 80443  
franklin@public.house (970) 281-7375

Name: AuthorizedName  
Title: AuthorizedTitle  
AuthorizedOrganization  
AuthorizedAddress  
AuthorizedEmail AuthorizedPhone





Public House Online Housing Applications			
Cost of Ownership	Year 1	Year 2	Year 3
<b>Annual Upfront Costs</b>			
Implementation (Ownership, Rental, Recertification)	\$3,000	--	--
Implementation Homeowner Portal/Occupancy Surveys	\$1,500		
Annual Subscription	\$5,000	\$5,000	\$5,000
Includes 250 Applicant Subscriptions Annually			
<b>Annual Upfront Costs</b>	<b>\$9,500</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Applicant Usage Costs</b>			
Annual subscriptions include 250 Applicant Subscriptions. Additional Applicant subscriptions are billed at \$20	\$20.00		
New Rental & Homeownership Applicants	120	100	100
Current Renter Recertifications	33	43	43
Homeowner Annual Surveys	87	87	92
Ratio of New Applicants to Current Residents	50% : 50%	70% : 30%	70% : 30%
Total Applicant Subscriptions	240	230	235
Included Applicant Subscriptions	250	250	250
Additional Applicant Subscriptions	0	0	0
<b>Additional Applicant Subscription Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Digital Signatures (optional)</b>			
\$1.50/signed document via ZohoSign Applications and annual occupancy surveys each are a single signed document.	\$360	\$345	\$353
<b>Public House Total Costs</b>	<b>\$8,360</b>	<b>\$5,345</b>	<b>\$5,353</b>
<b>Document Cloud Storage (annual)</b>			
Dropbox or Google Drive 3 users @ \$11.50 / month	\$414	\$414	\$414
<b>Application Costs Comparison Worksheet</b>			
Current approach - 10 applications per housing opportunity	360	300	300
With Public House - estimated 4 applications per housing opportunity	120	100	100
Value considerations			
The business case is justified when:			
The time required to process this number of applications is			
<b>Public House Features</b>	<b>\$5,000/year</b>		
Screening Forms	✓		
Online Application Portal*	✓		
Homeowner Portal	✓		
Home Repair	✓		
Certification of Completion (digital signature)	✓		
Application Payment Processing	✓		
Electronic Signature	✓		
Wait List, Preference Pool & Lottery Management	✓		