

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes**

November 9, 2020

4:30 p.m.

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell.

Meeting Venue was at the Courthouse and via a GoToMeeting pursuant to Resolution 20-04-812.

A. Contracts Approved by Law Director

1. **Canon, Circuit Court Clerk, Contract #21-0041** – Five (5) year lease of copier for Circuit Court Bookkeeper's Office. Pricing from State Wide Contract at \$23.50 per month plus copy charges.
2. **Canon, Circuit Court Clerk, Contract #21-0042** – Five (5) year lease of copier for Circuit Court Collection Manager. Pricing from State Wide Contract at \$23.50 per month plus copy charges.
3. **Canon, Circuit Court Clerk, Contract #21-0043** – Five (5) year lease of copier for Circuit Court Chief Deputy Clerk's Office. Pricing from State Wide Contract at \$29.59 per month plus copy charges.
4. **Canon, Circuit Court Clerk, Contract #21-0044** – Five (5) year lease of copier for Circuit Court Clerk's Office. Pricing from State Wide Contract at \$70.50 per month plus copy charges.
5. **Canon, Circuit Court Clerk, Contract #21-0045** – Five (5) year lease of copier for Circuit Court Clerk's Office. Pricing from State Wide Contract at \$53.94 per month plus copy charges.
6. **Canon, Circuit Court Clerk, Contract #21-0046** – Five (5) year lease of copier for General Sessions Court Division I. Pricing from State Wide Contract at \$70.50 per month plus copy charges.
7. **Canon, Circuit Court Clerk, Contract #21-0047** – Five (5) year lease of copier for General Sessions Court Division II. Pricing from State Wide Contract at \$70.50 per month plus copy charges.

8. **Canon, Circuit Court Clerk, Contract #21-0048** – Five (5) year lease of copier for Juvenile Court Clerk's Office. Pricing from State Wide Contract at \$70.50 per month plus copy charges.
9. **Canon, Circuit Court Clerk, Contract #21-0049** – Five (5) year lease of copier for General Sessions II Courtroom. Pricing from State Wide Contract at \$23.50 per month plus copy charges.
10. **Canon, Circuit Court Clerk, Contract #21-0041** – Five (5) year lease of copier for Juvenile Courtroom. Pricing from State Wide Contract at \$23.50 per month plus copy charges.
11. **Tennessee Board of Regents, Board of Education, Contract #21-0053** – Twenty-seven (27) month lease for the building used by the Tennessee College of Applied Science.

Commissioner Yager made a motion to approve items 1 – 10 as a group and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

Commissioner Waddell made a motion to defer item 11 until next month.
Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote

B. Contracts Pending Law Director Approval

1. **Canon, Office of Aging, Contract #21-0054** – Five (5) year lease of copier for the Senior Center. Pricing from State Wide Contract at \$42.68 per month plus copy charges.
2. **First American, Parks, Contract #21-0055** – Three (3) year merchant agreement for processing online payments for campground rentals. No cost to the County.

Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval pending Law Director approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

C. Other Business

Request to Surplus Capital Assets

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2003 Chevy Malibu	Board of Education - Maintenance	Starts with a boost, has window and water damage	\$200

Commissioner Waddell made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

D. New Business

1. **State of Tennessee, Department of Economic and Community Development, Office of the Mayor, Contract #21-0058** – Three (3) year grant for Water Line Improvements.

Commissioner Waddell made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

E. Old Business



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 924

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Circuit Court Clerk

Address: 100 N. Main St., Room 301

City/State/Zip: Clinton, TN 37716

Phone: 865-463-6842

Email: rlynn@andersoncourts.org

Fax #: 865-264-6345

Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez

Dept: Circuit Court - Bookkeeper's Office

Address: 100 N. Main St., Room 301

City/State/Zip: Clinton, TN 37716

Phone: 865-463-6842

Email: aperez@andersoncourts.org

Fax: 865-264-6345

Make: 1R CSA to Pick Up Current Copier if Completed: Model: 1435if Serial #: RZJ04244

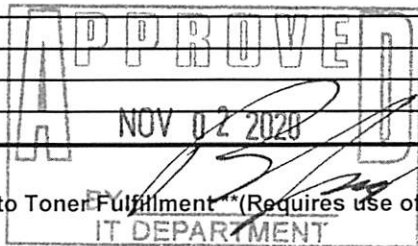
ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
1	HID Card Scanner/Follow me print		3575B678
1	Tracking Software		3575B436

THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.

TOTAL: \$23.50

☒ Auto Toner Fulfillment (Requires use of imageWare Remote)



Send Signed Purchase Order or Email
Acknowledgement to: Canon Solutions America, Inc.
Attn. Mark Choate
402 BNA Drive, Ste. 360
Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate
Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director



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Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 924

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County
Dept: Circuit Court Clerk
Address: 100 N. Main St. Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: rlynch@andersoncourts.org
Fax #: 865-264-6345
Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez
Dept: Circuit Court - Collection Manager
Address: 100 N. Main St. Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: aperez@andersoncourts.org
Fax: 865-264-6345

Make: _____ Model: _____ Serial #: _____
CSA to Pick Up Current Copier if Completed:

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
1	HID Card Scanner/Follow me print		3575B678
1	Tracking Software		3575B436
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APPROVED NOV 02 2020 BY: <u>[Signature]</u> IT DEPARTMENT			

TOTAL: \$23.50

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email to: Canon Solutions America, Inc.
Attn. Mark Choate
402 BNA Drive, Ste. 360
Nashville, TN. 37217
-- OR --
Fax: 615.360.5088 - Attn. Mark Choate
Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

[Signature]
N. Jay Yeager
Anderson County Law Director

ICMF449DW Rental



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 922

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County
Dept: Circuit Court Clerk
Address: 100 N. Main St., Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: rlynch@andersoncourts.org
Fax #: 865-264-6345
Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez
Dept: Circuit Court Clerk's Office
Address: 100 N. Main St., Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: aperez@andersoncourts.org
Fax: 865-264-6345

Make: iR-Adv CSA to Pick Up Current Copier if Completed:
Model: 4245 (iA4245) Serial #: RKMD7393

Black & White Group IV - Canon IRADV DX 6755I (55 CPM)

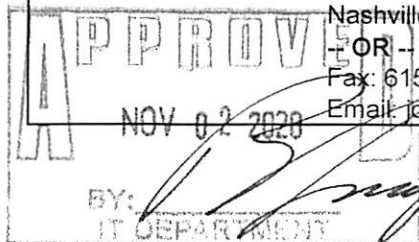
Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX 6755I MONTHLY RENTAL Cost Per Copy Charges apply		4020C003
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0028			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	STAPLE FINISHER-V2		0124C003
1	2/3 HOLE PUNCHER UNIT-A1		0126C001
	COPY TRAY-R2		0164C002
1	SUPER G3 FAX BOARD-AS2		0166C007
1	CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
1	TRACKING SOFTWARE		3575B436
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TOTAL: \$70.50

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn. Mark Choate
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



- OR -
Fax: 615.360.5088 - Attn. Mark Choate
Email: mchoate@csa.canon.com

IRADV6755 Rental

APPROVED AS TO LEGAL FORM
N. Jay Yeager
N. Jay Yeager
Anderson County Law Director



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 920

Date: 10/12/2020

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: Anderson County

Customer Name: Rex Lynch / Angie Perez

Dept: Circuit Court Clerk

Dept: Circuit Court Clerk's Office

Address: 100 N. Main St., Room 301

Address: 100 N. main St. Room 301

City/State/Zip: Clinton, TN 37714

City/State/Zip: Clinton, TN 37716

Phone: 815-463-6842

Phone: 845-463-6842

Email: rlynch@andersoncourts.Drg

Email: aperez@andersoncourts.org

Fax #: 865-264-6345

Fax: 865-264-6345

Name & Title: Rex Lynch - Circuit Court Clerk

CSA to Pick Up Current Copier if Completed:

Make: IR-ADV

Model: C5240 (iAC5255) Serial #: RRD11506

Serial #: RRD11506

Color Group III - IRADV DX C5740I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5740I MONTHLY RENTAL Cost Per Copy Charges apply		4302C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	CABINET TYPE-N		1770C001
1	STAPLER/INNER FINISHER-H1		0615C002
	INNER 2/3 HOLE PUNCHER-B1		0618C002
1	SUPER G3 FAX BOARD-AS2		0166C007
1	CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
1	TRACKING SOFTWARE		3575B436
1	ADD'L INPUT TRAY (CASSETTE FEEDING UNIT-AM1)		0609C002
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TOTAL:	\$53.94
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Order or Email Attn. Mark Choate

Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN, 37217

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive
Chicago, IL 60693

OR

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

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N. Jay Yeager
Anderson County Law Director

iRADVC5740 Rental

21-0046
GSI



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 922

Date: 10/12/2020

Rex Lynch

BILL TO: ("Customer")

Customer Name: Anderson County
Dept: Circuit Court Clerk
Address: 100 N. Main St., Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: rlynch@andersoncourts.org
Fax #: 865-264-6345
Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez
Dept: General Sessions Division I
Address: 100 N. Main St., Room 309
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: aperez@andersoncourts.org
Fax: 865-264-6345

CSA to Pick Up Current Copier if Completed:

Make: IR-ADV

Model: IR6255

Serial #: NMU21815

Black & White Group IV - Canon IRADV DX 6755I (55 CPM)

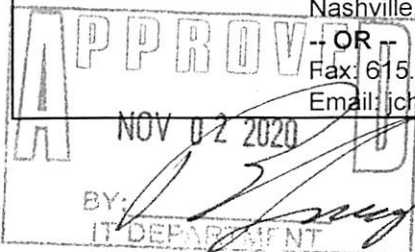
Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX 6755I MONTHLY RENTAL Cost Per Copy Charges apply		4020C003
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0028			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	STAPLE FINISHER-V2		0124C003
1	2/3 HOLE PUNCHER UNIT-A1		0126C001
	COPY TRAY-R2		0164C002
1	SUPER G3 FAX BOARD-AS2		0166C007
1	CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
1	TRACKING SOFTWARE		3575B436
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TOTAL: \$70.50

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

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Order or Email Attn. Mark Choate
Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



OR
Fax: 615.360.5088 - Attn. Mark Choate
Email: mchoate@csa.canon.com

IRADV6755 Rental

APPROVED AS TO LEGAL FORM

N. Jay Yeager
N. Jay Yeager
Anderson County Law Director



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 922

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Circuit Court Clerk

Address: 100 N. main St., Room 301

City/State/Zip: Clinton, TN 37716

Phone: 865-463-6842

Email: rlynch@andersoncourts.org

Fax #: 865-264-6345

Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lunch / Angie Perez

Dept: General Sessions Division II

Address: 728 Emory Valley Rd.

City/State/Zip: Oak Ridge, TN 37830

Phone: 865-463-6842

Email: aperez@andersoncourts.org

Fax: 865-264-6345

Make: IR-ADV Model: IR4245 Serial #: RKMD7379

Black & White Group IV - Canon IRADV DX 6755I (55 CPM)

[illegible]

TOTAL:	\$70.50
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Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn. Mark Choate

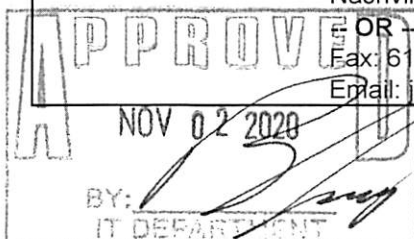
Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693



IRADV6755 Rental

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N. Jay Yeager
Anderson County Law Director

21-0048

Juvrnde



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 922

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County
Dept: Circuit Court Clerk
Address: 100 N. Main St., Room 301
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: rlynch@andersoncourts.org
Fax #: 865-264-6345
Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez
Dept: Juvenile Clerk's Office
Address: 101 S. main St., Ste 200
City/State/Zip: Clinton, TN 37716
Phone: 865-463-6842
Email: aperez@andersoncourts.org
Fax: 865-264-6345

CSA to Pick Up Current Copier if Completed:

Make: 1R-ADV

Model: 1R6255

Serial #: NMU21835

Black & White Group IV - Canon IRADV DX 6755I (55 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX 6755I MONTHLY RENTAL Cost Per Copy Charges apply		4020C003
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0028			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	STAPLE FINISHER-V2		0124C003
1	2/3 HOLE PUNCHER UNIT-A1		0126C001
	COPY TRAY-R2		0164C002
1	SUPER G3 FAX BOARD-AS2		0166C007
1	CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
1	TRACKING SOFTWARE		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$70.50

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Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn. Mark Choate

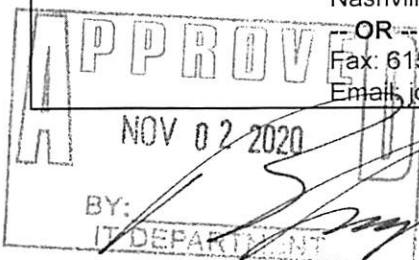
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Nashville, TN. 37217

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Chicago, IL 60693



OR
Fax: 615.360.5088 - Attn. Mark Choate
Email: mchoate@csa.canon.com

IRADV6755 Rental

APPROVED AS TO LEGAL FORM

N. Jay Yeager
N. Jay Yeager
Anderson County Law Director



CANON SOLUTIONS AMERICA

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Customer Name: Anderson County

Dept: Circuit Court Clerk

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City/State/Zip: Clinton, TN 37716

Phone: 865-463-6842

Email: rlynch@andersoncourts.org

Fax #: 865-264-6345

Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez

Dept: General Sessions II - Courtroom

Address: 100 N. Main St., Room 309

City/State/Zip: Clinton, TN 37716

Phone: 865-463-6842

Email: aperez6886@gmail.com

Fax: 865-264-6345

CSA to Pick Up Current Copier if Completed:

Make: _____

Model: _____

Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples:			
B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
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Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693

NOV 02 2020

BY:
IT DEPARTMENT

ICMF449DW Rental

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director



CANON SOLUTIONS AMERICA

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SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 924

Date: 10/12/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Circuit Court Clerk

Address: 100 N. Main St., Room 301

City/State/Zip: Clinton, TN 37716

Phone: 865-463-1684

Email: rlynch@andersoncourts.org

Fax #: 865-264-6345

Name & Title: Rex Lynch - Circuit Court Clerk

SHIP TO: (if different)

Customer Name: Rex Lynch / Angie Perez

Dept: Juvenile Courtroom

Address: 101 S. Main St., Ste 200

City/State/Zip: Clinton, TN 37716

Phone: 865-463-1684

Email: aperez@andersoncourts.org

Fax: 865-264-6345

CSA to Pick Up Current Copier if Completed:

Make: --

Model: --

Serial #: --

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
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ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
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1	HID Card Scanner/Follow me print		3575B678
1	Tracking Software		3575B436

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Nashville, TN. 37217

--OR--

Fax: 615.360.5088 - Attn. Mark Choate

Email: mchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

NOV 02 2020

BY:
IT DEPARTMENT

ICMF449DW Rental

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

LEASE AGREEMENT FORM
(TBR institution is Lessor)

Administrative use only:

Agency: _____

Allotment Code: _____

No. _____

This Instrument Prepared By:



Tennessee Board of Regents

Third Floor

1 Bridgestone Park

Nashville, Tennessee 37214

This Lease, entered into as of this _____ day of _____, _____,
made by and between

Anderson County Board of Education

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
the Tennessee College of Applied Technology - Knoxville**

hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Anderson, City of Norris, located at 3310 Andersonville Highway

2. **DESCRIPTION:** A 22,703 square foot building ("building") containing classrooms, administrative offices, workrooms, and trade or shop rooms. Being (part of) the same property further described in the last recorded instrument conveying property to Lessor in Deed Book: 1688, Page: 1151-1160 in the Anderson County Register's Office, on October 1, 2018.

3. **TERM:** The term of this lease shall commence on

~~October 1~~ September 30, 2020 and shall end on December 31, 2021

with an Option to Extend for an additional six (6) months upon written approval of the parties (collectively referred to as "lease term" in paragraph 18 below), with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the

commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL:** State shall be required to pay \$3.00 per square foot with a total lease space of 22,703 equaling \$68,109 per annum, or \$5,675.75 per month for usage of the property. Payments are due to Lessor on the 1st day of each month and remitted to the following:

~~Ms. Julie Munro~~
 Mr. Jim Woodward Finance Director Anderson County Schools
 101 South Main Street, Suite 500
 Clinton, TN 37716

The State agrees to pay all utilities, perform all maintenance on the Building, and all repairs including the roof, structural components, HVAC and parking lot.

5. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time by giving written notice to the Lessor at least 180 days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

The parties recognize that the State may make capital improvements and/or capital maintenance to the building. Included as capital improvements and/or capital maintenance, but not an all-inclusive list are the following examples: roof, mechanical issues (plumbing, electrical, code upgrades, etc.), parking/paving, windows, HVAC system and anything structural outside of the building, such as bricks, foundation issues, etc. Capital Maintenance/improvements are anything outside the day-to-day normal building maintenance. Examples of normal building maintenance include, but shall not be limited to, changing air filters, changing bulbs, hardware, etc.

If the State exercises the termination for convenience clause, the Lessor, Anderson County Board of Education, shall not be responsible for costs of any of the capital maintenance and/or capital improvements. However, if the Lessor exercises the termination for convenience clause, Lessor shall repay the State any unamortized costs for capital improvements or capital maintenance. Such costs shall be amortized on a straight line basis over 15 years.

- b) **DUE TO DESTRUCTION:** If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall affect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice with fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its opinion, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

6. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Director of Schools**

Lessee at: **Anderson County Board of Ed.
101 S. Main Street, Suite 5
Clinton, TN 37716**

To the **Tennessee Board of Regents**

State at: **Office of Facilities Development
Third Floor
1 Bridgestone Park
Nashville, Tennessee 37214**

7. **ASSIGNMENT AND SUBLETTING:** The State shall have no right to assign this lease or sublet the leased premises.
8. **INSPECTION:** The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and, if necessary repairs are identified, shall require the repairs be made by the State within a specified time period.
9. **ALTERATIONS:** The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises, so long as the integrity, structural or otherwise, of the Building is not compromised. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed here from by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
10. **SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to extent of any such damage or injury.
11. **QUIET POSSESSION:** Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

- a) During the lease term and subject to the terms of this Lease, the State shall maintain the leased premises and appurtenances it occupies in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in cause of damage arising solely from a willful or negligent act of the Lessor's agent, invitee, or employee.
- b) The State's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the Lessor, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts, and starters, maintenance of the parking lot, and air conditioning and ventilating equipment filters.
- c) During the lease term, the State shall be responsible for all cleaning services and pest control.
- d) During the lease term, the State shall be responsible for all safety related issues, including having the building rekeyed, if necessary. A reasonable number of keys shall be made available to the Lessor for inspection purposes.

13. APPROPRIATION: All terms and conditions of this are made subject to the continued appropriations by the appropriate Legislative Body.

14. LIABILITY OF THE PARTIES: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

15. SERVICES AND UTILITIES:

- a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

<input type="checkbox"/> 1) All utilities (except telephone)	<input type="checkbox"/> 5) Hot and Cold Water Equipment
<input type="checkbox"/> 2) Janitor Services & Supplies	<input type="checkbox"/> 6) Restroom Supplies
<input type="checkbox"/> 3) Drinking Fountain	<input type="checkbox"/> 7) Heat Equipment
<input type="checkbox"/> 4) Elevator Service	<input type="checkbox"/> 8) Air Conditioning Equipment

Note: All items listed above and all janitorial services shall be provided by the State.

16. **SERVICES CREDIT:** Not applicable to the terms of this Lease Agreement.
17. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto
18. **HOLDING OVER:** The Lessor will not be the record owner of the premises following the expiration of the lease term. In the event the State plans to remain in possession of the premises after the expiration of the lease term, the State is required to make arrangements for continued occupancy with Hensley Holdings, LLC.
19. **FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.
20. **CODES:** At the time of this Agreement, the Lessor believes that at the time of occupancy the leased premises will be compliant with all applicable fire, building and life safety codes. During its occupancy, the State shall maintain the leased premises in accordance with all applicable fire, building and life safety codes and any other applicable governmental regulation or laws.
21. **SPACE AUDIT:** Not applicable to the terms of this Lease Agreement.
22. **PEST CONTROL:** The State shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
23. **APPROVALS:** The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, as applicable, and the fully executed document returned to the Lessor. The State fully understands that this lease is not binding except and until this Lease Agreement has been approved by a majority vote of the Anderson County Board of Education and the signatures of the Anderson County Director of Schools and the Chairman of the Anderson County Board of Education have been fully obtained, and one fully executed document has been returned to the Lessor. The parties shall execute the document in duplicate, with each party retaining the original.
24. **PAYMENT OF TAXES:** Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. State recognizes that Lessor is a governmental entity and is tax exempt also.
25. **SPECIAL PROVISIONS:** The State shall make a good faith effort to offer classes tailored to meet existing local industry needs or needs of industries that are relocating to, or starting up in Anderson County, Tennessee.
26. **AMENDMENTS:** This Agreement may be amended only by the written document executed by the representatives of both parties hereto.

- 27. ATTORNEYS FEES:** Each party shall be responsible for the payment of their own respective attorney's fees.
- 28. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the State and Lessor with respect to the subject matter thereof. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 29. NO THIRD PARTY BENEFICIARY:** None of the provisions contained in this lease shall confer any benefit on any person or entity not a party to this lease.
- 30. CONSTRUCTION:** The language in this lease shall be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed the lease and has had an opportunity to review this lease with legal counsel.
- 31. SEVERABILITY:** In any event that any provision of this lease or the application thereof, is held by a Court of competent jurisdiction to be invalid, illegal or unenforceable.
- 32. GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action or proceeding brought against the Lessor arising out of, or related to this Lease, or any amended agreement executed in the future, shall be brought only in a State Court in Anderson County, Tennessee. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees relating to or arising from this Agreement shall be subject to and brought in accordance with the Tennessee Claims Act, Tenn. Code Ann. Title 9, and Chapter 8.
- 33. GOVERNING LAW:** Notwithstanding anything to the contrary in this Lease, under no circumstances shall the State be obligated to expend more than a total of Twenty-Four Thousand Dollars (\$24,000.00) ("Cap") in capital improvements, or capital maintenance, as those terms are delineated in section 5 hereof (collectively, "Capital Repairs"). In the event that there is a need to spend more than the Cap on Capital Repairs, the State shall send a written notice of the Lessor with an itemization of the Capital Repairs and the cost for same. Upon receipt of such a notice, Lessor shall respond to the State, in writing, within thirty (30) days, stating whether or not Lessor will pay for the costs of the itemized Capital Repairs which exceed the Cap. If Lessor agrees to pay for the itemized Capital Repairs in excess of the Cap, then Lessor and the State shall coordinate to cause the itemized Capital Repairs to be made. If the Lessor refuses to pay for the costs of the itemized Capital Repairs which exceed the Cap, the State shall have the right to terminate this Lease.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

BY: Dr. Tim Parrott **LESSEE**
Dr. Tim Parrott
Director of Schools

BY: _____ **STATE**
Flora W. Tydings
Chancellor

BY: Dr. John Burrell
Dr. John Burrell
Chair, A.C. Sch. BD.

ADMINISTRATIVE APPROVAL:

BY: _____
Robbie Holbrook
AC Finance Director

APPROVED AS TO FORM:

Jay Yeager
Jay Yeager
AC Law Director

Approved by Commission

Date _____

ORIGINAL



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

21-0054

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 959

Date: 10/30/2020

BILL TO: ("Customer")

Customer Name: Anderson County
Dept: Anderson County Office on Aging
Address: Senior Center
City/State/Zip: 96 Mariner Point
Phone: Clinton TN 37716
Email: 865-457-3259
Fax #: acseniors@andersontn.org
Name & Title: Cherie Phillips CRS-A/D, Director

SHIP TO: (if different)

Customer Name: _____
Dept: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
Fax: _____

Make: _____ Model: _____ Serial #: _____
CSA to Pick Up Current Copier if Completed:

Color Group I - IRADVC3525 (25CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADVC3525 MONTHLY RENTAL Cost Per Copy Charges apply		3279C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0055 Color CPC: \$ 0.037			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cabinet Type R		2384C001
1	Stapler (Finisher)		1553C001
1	Fax Board/Fax Forwarding		1554C002
1	HID Card Scanner/Follow me Print		3575B678
1	Tracking Software		3575B436

THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.

TOTAL: \$42.68

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn. Mark Choate

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

Terms: 3 years



100 Throckmorton Street, Suite 1800 • Fort Worth, Texas 76102
(817) 317-9100 • Fax: (866) 460-5475 • www.first-american.net

Application ID: 432631
Office: 216672
Rep: 358790

21-0055

Merchant ID: SIC/MCC: 7033

MERCHANT APPLICATION & AGREEMENT

BUSINESS NAME(S) (please print clearly)

EXACT LEGAL NAME (AS SHOWN ON FEDERAL TAX RETURN): PARKS AND RECREATION C		BUSINESS DBA NAME: PARKS AND RECREATION C	
MAILING/BILLING ADDRESS: 100 NORTH MAIN ST., SUITE 212		PHYSICAL STREET ADDRESS (IF DIFFERENT FROM MAILING ADDRESS): 100 NORTH MAIN ST., SUITE 212	
CITY, STATE, ZIP: CLINTON, TN 37716		CITY, STATE, ZIP: CLINTON, TN 37716	
CORPORATE PHONE #: 865-494-9352	FAX #:	DBA PHONE #: 865-494-9352	DBA CONTACT NAME: ROBERT HOLBROOK
CORPORATE EMAIL: XXXXXXXXXXXXXXXXXXXXXXXXXXXX		DBA EMAIL: XXXXXXXXXXXXXXXXXXXXXXXXXXXX	
WEBSITE ADDRESS:		CHARGEBACK EMAIL ADDRESS: X	
Mail Monthly Statement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Mail Correspondence To: <input checked="" type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address	

MERCHANT PROFILE (be accurate-must be approved by bank)

TYPE OF OWNERSHIP: City/Government		FEDERAL TAX #: XXXXXXXXXX	
TYPE OF GOODS OR SERVICES SOLD: CAMPGROUNDS AND TRAILER PARKS <i>rentals</i>		Have you ever accepted Visa/MasterCard/American Express/Discover/PayPal? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list name of most recent processor:	
Has this business or any associated principal been terminated as a Visa/MasterCard, Discover, PayPal or American Express merchant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Has MERCHANT or any associated principal identified below filed bankruptcy or been subject to involuntary bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
YEARS APPLICANT OWNED BUSINESS: 57	# OF LOCATIONS: 1	HOURS OF OPERATION: M-F: 24/7	SAT/SUN: 24/7

TICKET SIZE

BANKCARD SALES PROFILE (be accurate)

MERCHANT TYPE

Requested Ticket Size*:	AVERAGE: \$500.00 HIGH: \$500.00	Card Swipe: 0%	<input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental
Monthly Volume*:	AVERAGE: \$20000.00 HIGH: \$20000.00	Manual with Imprint, Card Present: 0%	<input type="checkbox"/> Restaurant <input type="checkbox"/> B2B
Annual Volume*:		Mail/Telephone Order: 0%	<input checked="" type="checkbox"/> Service <input checked="" type="checkbox"/> City/Government
*The Ticket Size and Monthly Volume amounts are subject to credit approval.		Internet: 100%	<input type="checkbox"/> Seasonal
			<input checked="" type="checkbox"/> Internet

BANK ACCOUNT INFORMATION (attach voided check)

NAME OF BANK:	BANK CONTACT:	BANK PHONE #:
CHECKING ACCOUNT #: XXXXXXXXXXXX (MERCHANT SUPPLIED)	ROUTING/TRANSIT #: (9 DIGITS) 061000104	DATE OPENED:

OWNERS / CERTIFICATION OF BENEFICIAL OWNER(S)

1. LEGAL FIRST NAME: ROBERT	FULL LEGAL MIDDLE NAME: JAY	LEGAL LAST NAME: HOLBROOK	TITLE: SIGNER	DATE OF BIRTH: XXXXXXXXXX	SSN: XXXXXXXXXX	PHONE #: 865-494-9352
RESIDENCE ADDRESS: 100 NORTH MAIN ST., SUITE 212			CITY: CLINTON	STATE: TN	ZIP: 37716	% OWNERSHIP: 0
2. LEGAL FIRST NAME:	FULL LEGAL MIDDLE NAME:	LEGAL LAST NAME:	TITLE:	DATE OF BIRTH:	SSN: X	PHONE #:
RESIDENCE ADDRESS:			CITY:	STATE:	ZIP:	% OWNERSHIP:

Federal Beneficial Owner(s) regulations require the above information for each individual who owns 25% or more of the legal entity or an individual responsible for managing the legal entity (e.g., Chief Executive Officer, Chief Financial Officer, Managing Member, General Partner, President, Vice President, Treasurer).

BUSINESS TRADE SUPPLIERS

NAME:	PRODUCT PURCHASED:	CONTACT:	PHONE:
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MERCHANT SITE SURVEY REPORT (to be completed by sales representative)

MERCHANT LOCATION: <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Warehouse <input type="checkbox"/> Other:			
THE MERCHANT: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the Business Premises Landlord/Business Premises Owner Name & Phone Number:			
I hereby verify that this application has been fully completed by the Merchant Applicant and that I have physically inspected the business premises of the Merchant at this address, and the information stated above is true and correct to the best of my knowledge and belief.			
REPRESENTATIVE SIGNATURE	OFFICE #: 216672	REP #: 358790	DATE:

Rates & Fees

VISA® / MASTERCARD® / AMERICAN EXPRESS® / DISCOVER® / PAYPAL™ CREDIT/CHECK CARD RATES

Card Types to be Accepted(Visa/MasterCard): ☒ Both ☐ Credit/Business ☐ Consumer Signature Debit

Please note: If MERCHANT elects not to accept "both", additional registration is required by Visa and MasterCard, and approval of the merchant account will be delayed until all necessary forms are submitted.

Flat Rate

Discount Rate: 2.9% Transaction/Authorization Fee: \$0.30 Monthly Fee: \$0.00

American Express Opt Blue® Flat Rate

Discount Rate: 2.9% Transaction Fee: \$0.30

See the Merchant Processing Terms & Conditions for additional information.
Additionally, a Merchant Location Fee for MC (MER LOC FEE-MC) may be assessed.

American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.

If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.

OTHER FEES† (See paragraph 27 in the Merchant Credit Card Processing Terms & Conditions for information relating to these and other fees.)

Annual Fee: \$0.00	Batch/Settlement Fee: \$0.00 per batch
Breach Fee: \$4.95 per month	Chargeback Fee: \$25.00 per item
DDA/DBA Change Fee: \$35.00 per request	Monthly Minimum: \$0.00
Retrieval Fee: \$10.00 per item	Return Draft Fee: \$30.00 per item
Voice Authorization Fee: \$0.95 per request	
<input checked="" type="checkbox"/> Daily Discount <input type="checkbox"/> Monthly Discount	
Monthly Funding Fee Cap:	The Monthly Funding Fee Cap applies to each card brand.
Monthly Funding Fee Percent:	

Would Merchant like to receive American Express marketing materials? ☐ Yes ☐ No (See the American Express Card Acceptance Terms & Conditions for additional information.)

†Additionally dues, fees, and assessments ("DF&A") will be assessed on each transaction. DF&A for each card brand will be reflected as a separate line item on Merchant's monthly statement. The following brand-related fees may be assessed or be itemized on Merchant's statements: Auth Processing Fee for VS Credit (AUTH PRC CR VS), Auth Processing Fee for VS DB (AUTH PRC DB VS), Auth Processing Fee for VS International Credit (AUTH PRC CR INTL VS), Auth Processing Fee for VS International DB (AUTH PRC DB INTL VS), Non-Settle Fee for VS (NON STL VS TRAN), Transaction Integrity Fee for VS (TIF FOR VS TRAN), Zero Floor Limit for VS (NO AUTH VS TRAN), Cross Border Fee for VS (XBRD FOR VS VOL), International Assessment Fee for VS (INTL FOR VS VOL), Fixed Acquirer Network Fees for VS (NTWK FEE FOR VS), Base II System File Transmission Fee for VS (TRANSMISSION VS), Network Acquirer Brand Usage Fee or NABU / Safety Net for MC (BRND USG FEE/SAFETY NET MC), Processing Integrity Fee-Preauthorization (PREAUTH-MC), Processing Integrity Fee-Undefined Authorization (UNDEF AUTH-MC), Processing Integrity Fee-Final Authorization (FNL AUTH-MC), Processing Integrity Fee-Final Authorization-Minimum (FNL AUTH MIN-MC), Nominal Amount Authorization MC (NOM AMT AUTH-MC), Global Acquiring Program Fee for MC (ACQ PRG MC VOL), Cross Border Fee for MC (XBRD FOR MC VOL), Network Fee for MC (NTWK FEE FOR MC), Digital Enablement Fee for MC (DGT ENBL MC VOL), Merchant Location Fee for MC (MER LOC FEE-MC), Excessive Authorization Attempts-MC (EXCESSIVE AUTH ATTEMPTS-MC), Acquirer Interchange Compliance Downgrade Fee-MC (INT COMP DWNGRD-MC), Acquirer Transaction Fee-Quantity based 3D Secure MasterCard Identity Check (3DS VOL FEE-MC), Acquirer Transaction Fee-Amount based 3D Secure MasterCard Identity Check (3DS TRANS FEE-MC), Data Usage for DS (DAT USG DS TRAN), International Processing Fee for DS (INTL PRC DS VOL), International Service Fee for DS (INTL SRV DS VOL), Access Fee for DS (ACCESS FOR DS), Inbound Fee for AX (INBOUND AX VOL), Assessment fee for AX (ASSESSMENT FEE-AX), Non-Swiped Transaction Fee for AX (NONSWIPE AX VOL) and Non-swiped Application-initiated Transaction Fee (NONSWIPE APP INT AX VOL).

MERCHANT BENEFITS PACKAGE

☒ Monthly Fee: \$0.00

Merchant Benefits Package Includes: •Equipment Swaps* •FirstView™ online reporting

*See paragraph 27 in the Merchant Credit Card Processing Terms & Conditions regarding Equipment swaps.

Additional Products & Services

FIRSTFUND PRODUCT INFORMATION

Market Type: ☒ eCommerce ☐ Retail ☐ Seasonal ☐ Office ☐ B2B ☒ Service ☐ MOTO

Sales Profile		Monthly Volume	Average Ticket	High Ticket
Signed Debit Authorization Form (CCD/PPD)	%	\$20000.00	\$500.00	\$500.00
Voice Recorded Telephone Entry (TEL)	%	\$20000.00	\$500.00	\$500.00
Internet Payment Gateway Checkout (WEB)	100%	Quantity of Monthly ACH Transactions		
Total	100%			

Reason for payments (i.e., Refunds, Billing, Vendor Payments, etc.):

FIRSTFUND ACH FEE SCHEDULE

One-Time Set-Up Charge: \$0.00	Per Batch File: \$2.50	Per ACH Transaction Originated: Debit: \$2.50 Credit: \$2.50
Monthly Maintenance Fee: \$0.00	Monthly Minimum: \$0.00	
Chargeback Fee: \$25.00	NSF Fee: \$0.60	Per ACH Return: \$0.60 Per Notification of Change: \$2.00
Vault On File Fee: \$0.00		
Discount Rate:	CCD 0.0% PPD 0.0% TEL 0.0% WEB 0.0%	

FIRSTFUND FIRSTPAY.NET™ 2.0 INTERNET SERVICES

Gateway Trans Fee: \$0.00
Virtual Terminal/Payment Gateway Fees: Monthly Fee: \$0.00 Customer Information Manager (CIM) Monthly Fee: \$0.00

FIRSTFUND CONTACT

Name: Title:
Email Address: X Phone:
If a different settlement bank account for FirstFund ACH product is desired, check box, fill out bank info below and attach separate voided check.
Bank Name: City: State:
Bank Account #: Bank Routing #:

FIRSTPAY.NET™ 2.0 INTERNET SERVICES

Services	Set Up Fee	Monthly Service Fee	Gateway/Mobile Trans Fee	Annual License Fee	Encryption Fee (per device)	Device Quantity*	Add'l Login Qty	Add'l Login Fee
<input checked="" type="checkbox"/> Internet Payment Gateway	\$0.00	\$0.00	\$0.00					
Add-Ons	Set Up Fee	Monthly Service Fee	Gateway/Mobile Trans Fee	Annual License Fee				
<input checked="" type="checkbox"/> Customer Information Manager (CIM)		\$0.00						
Web Developer:	Phone:	Email: X						

* (Any devices added are subject to additional fees.) (See the FirstPay.Net 2.0 Processing Terms & Conditions for information relating to these services.)

*** Plus Tax
**** Per Device

100 Throckmorton Street, Suite 1800 • Fort Worth, Texas 76102
(817) 317-9100 • Fax: (866) 460-5475 • www.first-american.net

ACKNOWLEDGEMENTS

Merchant and each Guarantor by signing below acknowledge to have received and read the Merchant Application & Agreement and the Merchant Processing Terms & Conditions as part of an application for Merchant Processing and related services.

Member Bank Disclosure: The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

Member Bank (Acquirer) Information:

Acquirer Name:	Fifth Third Bank, N.A.
Acquirer Address:	Attn: Relationship Manager, 38 Fountain Square Plaza, Cincinnati, OH 45263
Contact Phone:	817-317-2996
Acquirer Phone:	866-250-9764

Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank, N.A. is the only entity approved to extend acceptance of MasterCard® and 1. Visa® products directly to a Merchant.
2. Fifth Third Bank, N.A. must be a principal (signer) to the Merchant Agreement.
3. Fifth Third Bank, N.A. is responsible for educating Merchants on pertinent MasterCard® and 3. Visa® Operating Regulations with which Merchants must comply.
4. Fifth Third Bank, N.A. is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank, N.A. is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (See §21 of the Merchant Processing Terms & Conditions.)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard®, Visa®, American Express®, Discover®, and PayPal™ Operating Regulations.

ACKNOWLEDGEMENTS

Debit/Credit Authorization: MERCHANT hereby authorizes Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC and First American Payment Systems, L.P. ("Bank") to initiate Automated Clearing House ("ACH") debit/credit entries to any bank account for all fees, costs, and amounts due to Bank or payable to MERCHANT pursuant to this Merchant Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes Bank immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to Bank have been performed in full and Bank has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts due for supplies and materials. MERCHANT/Applicant authorizes the Bank, American Express, and any other credit reporting agency employed by Bank, or any other agent of Bank, to make inquiries the Bank deems appropriate, including but not limited to background investigations, credit reports, and any other lawful sources to screen, investigate, verify, monitor or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes Bank to release information disclosed on the Merchant Application & Agreement and/or information regarding MERCHANT's transactions and experiences between Bank and MERCHANT to Bank's vendors, affiliates, third parties or business partners, and to use stated information for marketing and administrative purposes. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to Bank and the execution of any forms or instruments deemed reasonably necessary by Bank.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by Bank. Any variance to this information as approved by Bank could result in delayed and/or withheld settlement of funds. Also, see the Merchant Processing Terms & Conditions for more information.

ANY TERMINATION OF THIS AGREEMENT WILL NOT TERMINATE ANY LEASE AGREEMENT. ANY LEASE AGREEMENT SHALL BE ENFORCEABLE IN ACCORDANCE WITH ITS TERMS REGARDLESS OF ANY TERMINATION OF THIS AGREEMENT. This Agreement shall continue in full force and effect for a term of 36 months from approval by Bank and is subject to an Early Termination Fee of no less than \$495.00*. Also, see the Merchant Processing Terms & Conditions.

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by Merchant and/or Guarantor. First American Payment Systems, L.P. and/or Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. and/or Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.

Assignment of Application/Agreement: This application and, if accepted by assignee hereunder in accordance with the terms and conditions of this application, this Agreement may be assigned by Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC, and/or First American Payment Systems, L.P. (hereinafter defined as "Bank"), or their respective affiliates or subsidiaries, to third parties without prior notice to MERCHANT. In the event of such assignment, all rights and obligations of Bank set forth in this application and this Agreement will be assumed by such third party or parties. By signing below, MERCHANT hereby consents to such assignment.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND/OR FIFTH THIRD BANK, N.A., AN OHIO BANKING CORPORATION, MEMBER FDIC AND A MERCHANT NUMBER IS ISSUED. MERCHANT UNDERSTANDS THAT, UPON ACCEPTANCE BY BANK, THIS AGREEMENT SHALL BE A BINDING CONTRACT THAT IS ENFORCEABLE BY AND AGAINST MERCHANT AND BANK. THIS AGREEMENT IS COMPRISED OF THIS MERCHANT APPLICATION & AGREEMENT, THE MERCHANT PROCESSING TERMS & CONDITIONS, AND ALL DOCUMENTS INCORPORATED OR APPENDED HEREIN OR THEREIN.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

By signing below, the undersigned hereby certifies, to the best of their knowledge, that the information provided in the Owners/Certification of Beneficial Owner(s) section is complete and correct.

PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT

Parks and Recreation C

#1 FROM APPLICATION - SIGNATURE

TITLE

DATE

#2 FROM APPLICATION - SIGNATURE

TITLE

DATE

INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American. The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business. First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

GUARANTOR SIGNATURE #1

DATE

GUARANTOR SIGNATURE #2

DATE



**FIRST
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Technology Driven Payments

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21-0055

PHOTOS/VOIDED CHECK FORM

VOIDED CHECK / BANK INFORMATION

Each merchant is required to have a voided check or bank signature for ACH payment purposes and a minimum of two (2) photos with each application.

Complete the written section FIRST. Then attach voided check.

TAPE VOIDED CHECK HERE

Account is: ☐ Checking ☐ Savings

Date: _____

Merchant Name: Parks and Recreation C

Bank Name: _____ Bank Phone: _____

Bank Address: _____

City/State/Zip: _____

Complete section if voided check is unavailable.

Account #: XXXXXXXXXXXXXXX (Merchant Supplied) Routing #: 061000104

Merchant Signature: _____ Date: _____

Merchant's Bank Rep. Signature: _____ Date: _____

PHOTOS

First Photo: Must clearly show the exterior of the business with proper D/B/A/ signage. The business name must be easily read in the photo. If more than one photo is needed to comply, please attach additional pages.

Second Photo: Must show the inside of the business and merchandise displays that are typical of the type of business. Large stores may require more than one (1) photo.

Outside signage clearly
showing DBA name

STAPLE PHOTO
HERE

Inside photos showing
merchandise

STAPLE PHOTO
HERE

Photos that are blurred, dark or do not cover banking requirements delay application review.



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ApplicationID: 432631
Merchant DBA: Parks and Recreation C
Office #: 216672
Rep #: 358790

EQUIPMENT SETUP ORDER

Merchant DBA: Parks and Recreation C

SI to Train: ☐ Yes ☒ No

Application ID: 432631

☒ Daily Discount ☐ Monthly Discount

Shipping Information

Ship To: Not Applicable/Reprogram

Shipping Method: Not Applicable/Reprogram

Terminal Profile

Application:

Special Features:

Comm Type:

NotSet

Comments:

Equipment List

ID	Equipment	Software/Front End/Template	Purchase	Payment
306319	1stPay Internet	1stPay Internet / Vantiv (Fifth Third)	Purchase New	



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ApplicationID: 432631
Merchant DBA: Parks and Recreation C
Office #: 216672
Rep #: 358790

MOTO/INTERNET ADDENDUM

- Merchant Name: Parks and Recreation C
- Description of Product sold: Campsite Rentals
- Web site address: Anderson County Parks.com
- How do you advertise products sold? online, word of mouth
- Do you require a deposit from the cardholder? ☐ Yes ☒ No If yes, what percentage? _____ %
- What is your refund policy?
Refund for cancellation with minimum 24-hour advanced notice
- Does your business sell/provide goods, services, or subscriptions that will not be rendered at time of sale, but rather at a later date? ☐ Yes ☒ No If yes, please explain: _____
- Do you bill credit card before product is shipped? ☐ Yes ☒ No
If yes, how long before product is shipped? _____
- List carrier service that will deliver product: _____ ☒ N/A
- Do you house inventory, or is it shipped from your vendor(s)? ☒ Merchant ☐ Vendor ☒ N/A
If shipped from vendor: Name of Fulfillment House: _____
City: _____ State: _____
- Will you authorize carrier to deliver shipment without obtaining a signature? ☐ Yes ☐ No N/A
- Foreign sales will account for what percentage of your Monthly Bankcard Volume? None expected
- Have you implemented any processes to limit your exposure against Cardholder Disputes / Fraudulent credit card transactions? ☒ Yes ☐ No If yes, please explain: N/A

The following must be submitted along with this signed and dated addendum:

- Copy of signer(s) Drivers License(s)
- Sample(s) of product brochures, promotional materials, catalogs, etc.
- Copy of Fax Authorization (If Applicable)

1. MERCHANT agrees to use and retain proof of a verifiable delivery system as means of shipment of product to customer.
2. Agreement may be immediately terminated by PROCESSOR if MERCHANT fails to comply with any of the terms of this Agreement.
3. PROCESSOR reserves the right to require a reserve account and/or a holdback from the merchant's processing on any business type.
4. All other terms, representations, covenants and promises made in Agreement remain in full force and effect.
5. Merchant agrees to abide by all the terms listed above and the information provided above is true and correct to the best of his/her knowledge.

MERCHANT #1 FROM APPLICATION

DATE

MERCHANT #2 FROM APPLICATION

DATE

Merchant Processing Terms & Conditions

THIS AGREEMENT is made by and between Fifth Third Bank, N. A., an Ohio banking corporation, Member FDIC, and First American Payment Systems, L.P. (collectively "BANK") and "MERCHANT," whose name and address are stated on the Merchant Application & Agreement.

WHEREAS, BANK is engaged in the business of financial transaction processing which includes, but is not limited to, the processing of and providing for the payment of charges created by the holders of bank cards bearing the Visa U.S.A. Inc. ("Visa") MasterCard International Incorporated ("MasterCard"), American Express Travel Related Services Company, Inc. ("American Express"), DFS Services LLC ("Discover") and PayPal ("PayPal") trademarks, as well as certain credit, debit, Electronic Benefits Transfer ("EBT"), and other electronic payment cards, each of such cards (hereinafter referred to as a "bank card"); and

WHEREAS, Fifth Third Bank, N. A., an Ohio banking corporation, Member FDIC, has entered into an agreement with First American Payment Systems, L.P. ("First American") authorizing First American to perform the processing functions, exercise the legal rights and receive the benefits under such agreement; and

WHEREAS, MERCHANT hereby warrants that it is engaged in a lawful business and is duly licensed under the laws of the state, county, and city disclosed by MERCHANT on the Merchant Application & Agreement, to conduct such business; and

WHEREAS, MERCHANT currently accepts or desires to accept bank cards for its customers' charitable donations or purchase of goods and services it provides or anticipates providing; and

WHEREAS, MERCHANT warrants that neither it nor any of its officers, directors, partners, managers or owners has been terminated for any reason by any bank or any processor in connection with any agreement regarding depositing or processing bank card sales or transactions.

NOW, THEREFORE, in consideration of the representations, covenants, and promises made herein, the receipt and sufficiency of which are acknowledged, BANK and MERCHANT agree as follows:

1. **Agreement.** Reference to this "Agreement" includes the Merchant Application & Agreement, these Merchant Processing Terms & Conditions, the additional terms and conditions located at www.MerchantNotification.com, all supplements, schedules, and appendices thereto, any additional location documentation, and any other documents requested by BANK and setting out the terms of any service provided by BANK in connection with the Merchant Application & Agreement. This Agreement is not in full force and effect until accepted by BANK. BANK may adjust or amend the Merchant Profile section with or without notice to MERCHANT prior to accepting the Agreement. MERCHANT acknowledges that BANK will provide transaction processing hereunder through First American or other third parties. MERCHANT agrees that First American may perform the functions of BANK hereunder and that First American may receive the benefits of and enforce the terms of this Agreement against MERCHANT and any third party as an assignee of BANK's rights hereunder, whether or not BANK is a party to such proceeding or transaction.

2. **Bank Card Authorization.** MERCHANT understands and acknowledges that all transactions must be authorized.

3. **Transaction Records.** MERCHANT agrees to balance and deliver to BANK all bank card transactions on the same day they are processed.

4. **Payments.** MERCHANT understands that an authorization is not a guarantee of payment from Bank. All payments to MERCHANT for legitimate and authorized bank card transactions shall be made by BANK through the funds transfer system known as the Automated Clearing House (ACH) pursuant to governing rules adopted by the National Automated Clearing House Association, and shall be electronically transmitted to an account of the MERCHANT. MERCHANT understands that payments are transmitted daily, except on weekends and bank holidays. However, BANK cannot guarantee the timeliness with which any payment may be sent to or credited by MERCHANT's bank. MERCHANT understands that due to the nature of the ACH and the electronic networks involved and the fact that not all banks belong to an ACH, errors can occur and payment to the MERCHANT can be delayed. In such cases, the MERCHANT agrees to assist BANK to help resolve any problems in crediting MERCHANT's account. MERCHANT agrees to provide BANK three (3) days prior written notice of any change of account and to abide by BANK's policies regarding changes to accounts. MERCHANT and not BANK or any processor shall be responsible for verifying that account information is correct on the Merchant Application & Agreement, voided check and all account statements. BANK is not responsible for incorrect account numbers. Unless proper notice is provided by MERCHANT to BANK, MERCHANT shall not change any of its accounts. All payments to MERCHANT for the amount of bank card transactions properly submitted to BANK shall be less discount, credit chargebacks, reserve amounts, transaction fees, statement fees, and other applicable fees all of which are the responsibility of MERCHANT. Any payment made by BANK to MERCHANT shall not be final but shall be provisional credit under the Uniform Commercial Code and is subject to subsequent review and verification by BANK. MERCHANT acknowledges and agrees that BANK shall have no obligation to make any payment to MERCHANT with respect to transactions described in Sections 8, 9, and 15 of this Agreement unless and until MERCHANT provides to BANK the requested documentation. If MERCHANT fails to provide requested documentation, such payments shall be earned compensation of BANK. Fees and other charges due BANK hereunder may be deducted from amounts due MERCHANT or may be debited against any of MERCHANT's accounts at BANK's sole

discretion. The discount and other fees may be collected by BANK on a daily, monthly, or other basis, as determined by BANK. All reserve amounts may be deducted from amounts otherwise due MERCHANT, debited against MERCHANT's account, or paid directly by MERCHANT through ACH or otherwise at BANK's sole discretion. MERCHANT must notify BANK in writing of any errors on any statement within ninety (90) days after statement is made available on which the error or problem appeared or failed to appear. MERCHANT agrees to examine all statements upon receipt and to verify all credits and debits to any account against all transactions, bank statements and other information indicating activity of BANK and MERCHANT subject to or relating to this Agreement or BANK's obligations hereunder. Save and except BANK's right to funds owed BANK under this Agreement or incorrectly paid to MERCHANT, if no notice of error is received within the ninety (90) day period, the account shall be deemed correct and MERCHANT shall have no recourse for errors. Any amount inadvertently or incorrectly paid to MERCHANT may be debited from any account of MERCHANT, at the sole discretion of BANK and, in any event, remains an obligation of MERCHANT to BANK payable in full and on demand.

5. **Warranties by MERCHANT.** MERCHANT warrants that it shall fully comply with all federal, state, and local laws, rules, and regulations, as amended from time to time, including, but not limited to, the Federal Truth-in-Lending Act and Regulation Z of the Board of Governors of the Federal Reserve System.

As to each bank card sale presented to BANK for payment, MERCHANT warrants that:

(a) MERCHANT has delivered MERCHANT's merchandise to the cardholder signing such sales slip or completed MERCHANT's service described on the slip or delivered such other value in accordance with MERCHANT's underlying agreement with the cardholder;

(b) Unless expressly authorized in writing by BANK and as permitted by Visa, MasterCard and American Express rules and regulations, MERCHANT has not and shall not make any cash advances to cardholder, either directly or by deposit to the cardholder's account;

(c) Neither MERCHANT nor any owner, director, officer, member, partner or employee of MERCHANT ("Affiliates") has advanced any cash to cardholder or any person in connection with the purported bank card sale;

(d) MERCHANT warrants that it shall not, without the cardholder's consent, sell, purchase, provide, or exchange bank card account number information in the form of imprinted sales slips, mailing lists, tapes, or any other media obtained by reason of a bank card transaction or otherwise to any third party other than to MERCHANT's agents for the purpose of assisting the MERCHANT in its business, to BANK, to Visa, to MasterCard, to American Express, to Discover, or to PayPal, or PIN Debit/EBT Networks, or pursuant to a valid subpoena;

(e) MERCHANT warrants that it will not submit any transactions that are not in compliance with both this Agreement and any applicable law, rule, or regulation and hereby indemnifies and holds BANK harmless against any loss or damage BANK may suffer as a result of a breach of this or any other warranty or agreement by MERCHANT;

(f) MERCHANT understands that transactions completed at one location may not be processed at another location;

(g) MERCHANT warrants it has not participated in assisting cardholder in entering PIN into the PIN entry device. MERCHANT also warrants that no photographic, video surveillance, or other recording device is being used which would compromise any cardholder PIN or confidential information;

(h) MERCHANT warrants it has not and will not reverse engineer any software of First American found or used in connection with the operation of the POS equipment

(i) MERCHANT shall not, under any circumstances, present to BANK a sale which has been split into multiple bank card transactions; (j) If an authorization number is required or requested, MERCHANT warrants it shall use only the authorization number obtained through the Voice Authorization Network phone number provided by BANK. MERCHANT shall not use any number given by the cardholder or any type of number which has been obtained from any other source.

(k) MERCHANT is responsible for its employees' actions while in its employ.

(l) MERCHANT will not sell, purchase, provide, exchange or in any manner disclose Card account number, transaction, or personal information of or about a Cardholder to anyone other than BANK, or in response to a valid government demand. This warranty applies to Card imprints, TIDs, carbon copies, mailing lists, tapes, database files, and all other media created or obtained as a result of a Transaction.

6. **Business Changes.** MERCHANT shall provide at least thirty (30) days written notice to BANK for any of the following anticipated changes: MERCHANT's business type, including any change in goods or services sold, name, entity type, or address, change of Sales Profile as described in the Merchant Application & Agreement, any ownership, change, or transfer or sale of substantially all of the assets of MERCHANT. At all times MERCHANT shall provide BANK with its current mailing address. BANK shall have the right to charge a fee of no less than twenty dollars (\$20.00) for returned mail items. If BANK receives a returned mail item with no forwarding address, BANK may exercise its right to suspend mailing MERCHANT's monthly statements until such time as the correct address has been provided by MERCHANT. MERCHANT shall not change its usual trade or business, move its trade or business to a new location, utilize the merchant account to process e-commerce transactions or commence operating an unrelated trade or business on the same premises where MERCHANT operates this stated trade or business without obtaining BANK's prior written consent to the change, move, or addition. MERCHANT also agrees that prior to any changes, BANK must first accept the change and confirm such acceptance in writing. MERCHANT acknowledges that codes of professional responsibility

Merchant Credit Card Processing Terms & Conditions, continued

and rules and regulations of professional associations if applicable to MERCHANT, may also apply to the transactions covered by this Agreement. MERCHANT may, however, bring any inconsistency between this Agreement and such codes and rules to the attention of BANK and request a modification to this Agreement to eliminate such inconsistency. BANK may, in its discretion, agree to such modification to the extent it is consistent with BANK policy and in conformity with then existing Visa, MasterCard, American Express, Discover, PayPal and PIN Debit/EFT Networks rules, regulations and applicable laws. Until BANK agrees to such modification in writing, the terms of this Agreement shall remain in place.

MERCHANT shall be responsible for any administrative charges of BANK associated with any change requested by the MERCHANT.

7. **Chargebacks.** MERCHANT expressly acknowledges and agrees to any charge or debit made by BANK against any of MERCHANT's accounts as a result of the exercise of chargeback or retrieval rights by a cardholder, issuing bank, processor, or other intermediary pursuant to applicable operating regulations of Visa, MasterCard, American Express, Discover, PayPal, PIN Debit/EFT Networks or other card brands/organizations as the same may be in effect from time to time. MERCHANT also understands and acknowledges that BANK may debit or reduce MERCHANT's bank account regardless of whether the cardholder has returned merchandise. MERCHANT understands that BANK will assess MERCHANT a fee as well as administrative costs as determined by BANK for each chargeback. MERCHANT, whether consented to or not by cardholder, shall not present to BANK for processing any sales slip representing a transaction which has been previously charged back to BANK and returned to MERCHANT. MERCHANT's obligations and BANK's rights under this paragraph shall survive the termination of this Agreement. MERCHANT shall not bill or collect from any cardholder for any transaction for which the cardholder paid with a bank card unless the cardholder exercised a chargeback, the MERCHANT has fully paid for such chargeback, and the MERCHANT otherwise has the right to do so. Without prior notice, BANK shall have the right, at any time, to reduce MERCHANT's bank card transaction proceeds received from issuing banks, debit any of MERCHANT's accounts and/or demand immediate payment from MERCHANT through ACH or otherwise for any bank card transaction which is disputed, questioned or returned to BANK by the financial institution or company which has issued the bank card (the "Card Issuer") and to chargeback such transaction to MERCHANT in any situation, including but not limited to, the following situations:

- (a) Where goods originally purchased have been returned to MERCHANT by cardholder and cardholder requested a credit slip and such credit slip was not processed by MERCHANT;
- (b) Where the transaction had not been authorized as required;
- (c) Where sales slip covers goods or services other than those described in the Merchant Application & Agreement;
- (d) Where a cardholder contends to the Card Issuer that: (i) goods or services were not received by cardholder or by authorized user; or (ii) goods or services received by cardholder or by authorized user do not conform to what was described on the sales slip; or (iii) goods or services were defective or of unsatisfactory quality;
- (e) Where original sales slip is not received by BANK from MERCHANT when requested by BANK in accordance with this Agreement;
- (f) Where sales slip does not contain a transaction date or the face of such sales slip shows that such date or dollar amount has been altered or incorrectly entered;
- (g) Where the sales slip delivered to BANK contains the imprint or description of a bank card other than the bank card processed;
- (h) Where the transaction was generated through the use of an expired bank card;
- (i) Where the signature on the sales slip is different from the signature appearing on the signature panel of the card or where no signature appears on the signature panel of the card;
- (j) Where a Card Issuer or BANK has information that impropriety or fraud occurred at the time of transaction, whether or not such transaction was properly authorized by the Card Issuer or the cardholder participated in or authorized the transaction, or where the Card Issuer represents that there is no bank card outstanding with the account number used;
- (k) BANK reasonably determines that the transaction record is improper, fraudulent, not a bona fide transaction in MERCHANT's ordinary course of business or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation, negligence, fraud, impropriety, or dishonesty on the part of card user, cardholder, MERCHANT or Affiliates;
- (l) In any situation where the sales slip was executed or credit given to MERCHANT in circumstances constituting a breach of any representation or warranty of MERCHANT hereunder, or MERCHANT's violation of Visa, MasterCard, American Express, Discover, PayPal, or PIN Debit/EFT Networks rules and regulations which has resulted in a transaction being charged back by the Card Issuer;
- (m) As required by bank card brand/organization rules or regulations as they currently exist or as they may be amended from time to time;
- (n) In such other circumstances where BANK determines or suspects in its sole discretion that the transaction may result in a chargeback for any reason, whether or not enumerated under this paragraph and whether or not the transaction results in a chargeback;
- (o) If with respect to any of MERCHANT's outlets, the ratio of bank card counterfeit and fraud volume to bank card transaction volume or the ratio of the number of bank card chargebacks to the number of bank card transactions exceeds 1% or credits processed exceed ten percent (10%) for any given month. In such event, without limiting other rights hereunder, BANK in its sole and absolute discretion may charge back all bank card sales for all locations.

8. **Improper Transactions; Forward Commitments.** BANK may hold funds, suspend processing, terminate this Agreement with or without notice, or require MERCHANT to process a refund upon any determination by BANK, in its sole discretion, of improper, fraudulent, suspicious or questionable transactions, including, but not limited to, any trans-

actions for items or services with a future delivery date or forward commitment, transactions that fail to meet the requirements of this Agreement or which vary from the information represented or disclosed in the Merchant Profile Section of the Merchant Application & Agreement. BANK may also at its sole discretion block, reject, or deny any transaction for any reason. MERCHANT acknowledges and agrees that BANK shall have no obligation to make any payment to MERCHANT with respect to such transaction(s) unless and until MERCHANT provides to BANK the documentation sufficient for BANK to determine that the transaction(s) is verified, legitimate, and BANK's risk has been mitigated. BANK reserves the right, at its sole discretion, to adjust or amend the Merchant Profile Section of the Merchant Application & Agreement with or without notice to MERCHANT. MERCHANT acknowledges no discount or transaction fees will be refunded as a result of BANK withholding payment to MERCHANT, including but not limited to reversals, returns and/or credits.

9. **Fraudulent Sales/Factoring.** MERCHANT shall not present to BANK directly or indirectly, any transaction (i) not originated as a result of an act directly between cardholder and MERCHANT, (ii) that MERCHANT processes for any other person or business (iii) that results from a transaction outside MERCHANT's normal course of business as described in the Merchant Application & Agreement, (iv) that MERCHANT knows or should have known to be fraudulent, improper, illegal, or not authorized by the cardholder, or (v) that contains the account number of a bank card account issued to MERCHANT. Should MERCHANT do so, BANK may hold funds, suspend processing or terminate this Agreement with or without notice following the determination, at BANK's sole discretion, of improper, fraudulent, suspect, or other questionable transactions, including, but not limited to, transactions varying materially in character from the information represented or disclosed in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK. MERCHANT acknowledges and agrees that BANK shall have no obligation to make any payment to MERCHANT with respect to such transaction(s) unless and until MERCHANT provides to BANK the documentation sufficient for BANK to determine that the transaction is verified and legitimate, and BANK's risk has been mitigated. MERCHANT acknowledges no discount or transaction fees will be refunded as a result of BANK withholding payment to MERCHANT, including but not limited to reversals, returns and/or credits.

10. **Exclusivity.** MERCHANT agrees that it will not use the service of any corporation, entity or person other than BANK for the processing of bank card transactions.

11. **Term; Termination.** The initial term of this Agreement shall commence upon BANK's acceptance hereof (as evidenced by BANK's performance hereunder) and continue in full force and effect for the term set forth in the Acknowledgements section of the Merchant Application & Agreement. Thereafter, the Agreement will automatically renew for additional one-year periods unless MERCHANT gives (and BANK receives) written notice of non-renewal, no less than thirty (30), but no more than ninety (90), days prior to the end of the applicable term. The written notice must contain MERCHANT's signature as it appears on the Merchant Application & Agreement in order to be accepted. Notwithstanding any other provision hereof, the Agreement may be terminated by BANK, with or without cause or reason, and with or without notice. Termination by BANK for any service may (at BANK's option) result in termination of all services. In the event MERCHANT submits bank card transactions to BANK after the date of termination, the bank card transactions may (at BANK's option) be processed subject to the terms and conditions of this Agreement. If this Agreement is terminated by MERCHANT prior to the end of the term or by BANK as a result of MERCHANT's breach, BANK will be entitled to recover and MERCHANT shall pay on demand, an early termination fee as set forth in the Acknowledgements section of the Merchant Application & Agreement* for each MERCHANT location. Termination of any ancillary service (i.e., Debit, Check Services, etc.) is subject to an early termination fee of \$100 per service. At its sole and absolute discretion, BANK may also assess liquidated damages in connection with such termination, which shall be the average monthly fees paid by MERCHANT to BANK for the last 12 months (or the number of months this Agreement has been in effect, if less than twelve months) times the number of months remaining in the term, plus any and all additional losses (including consequential damages, costs, expenses and other liabilities) incurred by BANK in connection with such termination. MERCHANT and BANK agree that: (a) the award of liquidated damages is to provide a means of compensation for BANK in the event of a breach by MERCHANT in the form of early cancellation or non-adherence to exclusivity requirement; (b) BANK's damages would be difficult or impossible to prove; and (c) the amount of liquidated damages set forth herein is a fair and reasonable estimate of BANK's damages resulting from any breach or improper termination by MERCHANT. BANK may hold payment of any monies due MERCHANT to ensure that all obligations of MERCHANT are satisfied. MERCHANT remains liable for any and all unpaid amounts due under this obligation or related to this Agreement. [*ARKANSAS MERCHANTS - early termination fee is up to fifty dollars (\$50.00)].

12. **Terminated Merchant File/MATCH/CMNF.** MERCHANT may be placed on the Combined Terminated Merchant File, MATCH, or the Consortium Merchant Negative File upon violation of any terms of this Agreement or any bank card brand/organization rules or regulations. MERCHANT hereby releases, indemnifies, and holds BANK harmless for any loss or damage it may incur as a result of BANK's actions hereunder or as a consequence of MERCHANT being placed by BANK or its agents on the Combined Terminated Merchant File, MATCH, CMNF or other applicable list where such events are reported.

13. **Attorneys' Fees and Collection Costs.** MERCHANT shall be liable for and shall indemnify and reimburse BANK for any attorneys' fees, arbitration cost, and expenses incurred by BANK in the enforcement hereof, including but not limited to collecting any amounts or obligations due from MERCHANT. BANK shall assess a collection fee of not less than two hundred dollars (\$200.00) in the collections of any obligation or amounts due by MERCHANT.

14. **Fee Disclosure.** Discount Rate: "Discount Rate" shall mean a percentage of the total transactions submitted to BANK for processing. The Visa, MasterCard, American Express, Discover and PayPal Discount Rate listed in the Merchant Application

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& Agreement applies to "Qualified" transactions (American Express - "Tier 1") only. If the version of the application signed by Merchant lists a Credit Card Discount Rate (for Visa, MasterCard, American Express, Discover and PayPal) the rate shall apply to Qualified Credit Card (American Express - "Tier 1") transactions. If the Agreement lists a Check Card Discount Rate it will apply solely to Qualified Check Card transactions. If the Agreement lists a Credit/Check Discount Rate the rate would apply to Qualified transactions for both Credit Cards and Check Cards.

"Qualified" transactions are those in which an authorization was obtained electronically, the transaction was settled within the appropriate time frame, and the transaction meets all other requirements imposed by the bank card brands or BANK. Other transactions are categorized as "Mid-Qualified" or "Non-Qualified" transactions. Mid-Qualified transactions include but are not limited to those transactions where the card is affiliated with a special issuer program or did not meet requirements imposed by the bank card brands or BANK. Non-Qualified transactions include but are not limited to those transactions where the authorization was obtained by calling a voice or Voice Recognition Unit (VRU) authorization number, the card is affiliated with a special issuer program, the transaction was not settled in the appropriate time frame, or the transaction did not meet the requirements imposed by the bank card brands or BANK. These "Mid-Qualified" or "Non-Qualified" transactions may be subject to increased fees and/or Discount Rate as determined by BANK.

"Debit Transaction Fee" shall mean a fee charged on each debit transaction submitted for authorization, regardless of the total amount of the transaction. "EBT Transaction Fee" shall mean a fee charged on each EBT transaction submitted for authorization, regardless of the total amount of the transaction. "Debit Network Fee" shall be charged on each transaction submitted for authorization, regardless of the total amount of the transaction, at a rate set by the BANK or Debit/EBT network, and shall be in addition to the Debit Transaction Fee. "Debit Related Fee" shall mean a fee charged on each transaction submitted for authorization of no less than three cents (\$0.03) per transaction for other debit related costs including, without limitation, debit sponsorship, audit, and network registration.

Also, if you are a mail order telephone order or e-commerce MERCHANT, the bank card brands/organizations require additional data elements to be submitted as a part of the transaction record in order for the transactions to qualify for the lowest possible discount rate. Failure to submit the additional data elements or to meet all other requirements imposed by the bank card brands/organizations will result in the payment of a higher discount rate.

BRAND RELATED FEES:

Auth Processing Fee for VS Credit (AUTH PRC CR VS) (charged on every U.S. issued card authorization)

Auth Processing Fee for VS DB (AUTH PRC DB VS) (charged on every U.S. issued check card authorization)

Auth Processing Fee for VS International Credit (AUTH PRC CR INTL VS) (charged on every international issued card authorization)

Auth Processing Fee for VS International DB (AUTH PRC DB INTL VS) (charged on every international issued check card authorization)

Non-Settle Fee for VS (NON STL VS TRAN) (charged on approved authorizations not settled within 10 days of authorization)

Transaction Integrity Fee for VS (TIF FOR VS TRAN) (charged on credit, check card or prepaid card transactions that do not meet CPS qualifications)

Zero Floor Limit for VS (NO AUTH VS TRAN) (charged on settled transactions that cannot be matched to previously approved authorizations)

Cross Border Fee for VS (XBRD FOR VS VOL) (charged on foreign settled transactions)

International Assessment Fee for VS (INTL FOR VS VOL) (charged on foreign settled transactions)

Fixed Acquirer Network Fees for VS (NTWK FEE FOR VS)

Base II System File Transmission Fee for VS (TRANSMISSION VS) (charged on every settled transaction)

Network Acquirer Brand Usage Fee / Safety Net for MC (BRND USG FEE/SAFETY NET MC) (charged on every authorization)

Processing Integrity Fee-Preauthorization (PREAUTH-MC) (charged per authorization not cleared or reversed within thirty calendar days for pre-authorizations)

Processing Integrity Fee-Undefined Authorization (UNDEF AUTH-MC) (charged per authorization not cleared within seven calendar days for undefined authorizations)

Processing Integrity Fee-Final Authorization (FNL AUTH-MC) (charged per final authorization not cleared within seven calendar days and/or cleared within seven days but the clearing amount differs from the authorization amount)

Processing Integrity Fee-Final Authorization-Minimum (FNL AUTH MIN-MC) (charged per final authorization not cleared within seven calendar days and/or cleared within seven days but the clearing amount differs from the authorization amount)

Global Acquiring Program Fee for MC (ACO PRG MC VOL) (charged on foreign settled transactions)

Cross Border Fee for MC (XBRD FOR MC VOL) (charged on foreign settled transactions)

Network Fee for MC (NTWK FEE FOR MC)

Digital Enablement Fee for MC (DGT ENBL MC VOL) (charged on card not present transactions)

Merchant Location Fee for MC (MER LOC FEE-MC) (charged monthly)

Excessive Authorization Attempts (EXCESSIVE AUTH ATTEMPTS-MC) (charged per authorization after 20 previously issuer declined attempts on the same account number in a 24 hour period)

Acquirer Interchange Compliance Downgrade Fee-MC (INT COMP DWNGRD-MC) (charged on each downgraded transaction)

Acquirer Transaction Fee-Quantity based 3D Secure MasterCard Identity Check (3DS VOL FEE-MC) (charged on settled transactions that uses 3D Secure Identity Check)

Acquirer Transaction Fee-Amount based 3D Secure MasterCard Identity Check (3DS TRANS FEE-MC) (charged on every authorization that uses 3D Secure Identity Check)

Data Usage for DS (DAT USG DS TRAN) (charged on every settled transaction)

International Processing Fee for DS (INTL PRC DS VOL) (charged on foreign settled transactions)

International Service Fee for DS (INTL SRV DS VOL) (charged on foreign settled transactions)

Inbound Fee for AX (INBOUND AX VOL) (charged on foreign settled transactions)

Data Quality Fee for AX (DATA QLT AX VOL) (charged on settled transactions that do not meet data quality standards)

Non-Compliance Fee for AX (NON COMP AX VOL) (charged on settled transactions that do not comply with technical specifications)

Assessment fee for AX (ASSESSMENT FEE-AX) (charged on settled transactions)

Non-Swiped Transaction Fee for AX (NONSWIPE AX VOL) (charged on non-swiped settled transactions)

Non-swiped Application-initiated Transaction Fee (NONSWIPE APP INT AX VOL) (charged on digital wallet settled transactions)

These fees further outlined above are passed along to the merchant and may include an additional surcharge to cover bank sponsorship fees, bank reconciliation costs and other expenses associated with transaction processing.

OTHER FEES: "Transaction Fee" shall mean a fee charged on each transaction (including each sales draft and each credit draft) regardless of the total amount of the transaction. "Authorization Fee" shall mean the fee charged on each transaction attempted whether approved or declined and whether or not the sale was actually charged. A "Batch Settlement Fee" will be charged on all batch settlements. "Per Item Fee" shall mean the fee charged on each specified settled transaction. A Monthly Minimum fee may be charged, and if so, applies to Visa and MasterCard transactions only. An Annual Fee of not less than ninety-five dollars (\$95.00) per year shall be charged and will be collected via ACH transfer within forty-five (45) days from the approval date of this Agreement and on the first business day of the anniversary month each year thereafter. An Access Fee for Discover (ACCESS FOR DS) will be charged on a monthly basis. An Address Verification Service Fee (AVS) will be charged on transactions for all Card Brands on which the AVS service is utilized. A "Monthly Maintenance Fee" will be charged for general account maintenance and online statement preparation. A "Network Inquiry Fee" may be charged, at the same rate as the applicable authorization or transaction fee, for any non-card specific or non-card identifiable transmission to the host. A "Monthly Funding Fee" may be charged on settled volume for all Card Brands.

Additional fees are charged for use of Wireless terminals. These fees include "Wireless Transaction Surcharge," "Wireless Activation/Reactivation Fee," and "Wireless Monthly Access Fee," and are outlined in the Merchant Application & Agreement, if applicable. Wireless "Monthly Access Fee" includes 1MB of wireless data per wireless SIM card. Data utilized in excess of the 1MB allowance on an individual SIM card in a given month may be charged at the rate of \$3.00 per MB. Limits on monthly maximum data may be set for individual SIMs at BANK's discretion. Using wireless service for application downloads could result in overage fees and/or SIM deactivation due to reaching the maximum data limit.

A "Merchant Benefits Package Monthly Fee" may be charged if MERCHANT wishes to utilize this service. The services included and associated fees are outlined in the Merchant Application & Agreement, if applicable.

MERCHANTS who take advantage of the Next Day Funding Program may be charged a Rate and/or Fee as outlined in the Merchant Application & Agreement.

COMPLIANCE RELATED FEES: MERCHANT agrees to comply with all security standards and guidelines that may be published from time to time by any card brand or organization, including, without limitation, the Payment Card Industry Data Security Standards ("PCIDSS"), the Visa Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection program ("SDP"), the Discover/PayPal-Security Requirements and the American Express® Data Security Operating Policy - United States ("DSOP") (collectively, the "Security Guidelines").

A "Regulatory Compliance Fee" will be charged in regards to application changes, merchant notifications and other requirements, the result of changes in rules regulations, or operating procedures, or any additional requirement imposed by any federal or state governmental agency or regulatory authority. A "PCI Fee" may be charged in association with a PCI DSS compliance program which BANK may make available to MERCHANT either directly or through a third party. BANK shall have the right to charge an annual PCI fee whether or not MERCHANT participates in the program. A "Non-Compliance Fee" may be charged on a frequency to be determined by BANK for merchants who fail to provide certification of PCI compliance, fail to maintain an annual certificate of compliance, or fail to meet any additional requirements imposed by any federal or state governmental agency or regulatory authority. A "Breach Protection Fee" may be charged for coverage in the event of a data compromise in connection with the Breach Protection Program.

BREACH PROTECTION PROGRAM: The Breach Protection Program provided by BANK is administered by RGS Limited, LLC. and is funded by a policy purchased from the Voyager Indemnity Insurance Company. Additional information regarding the terms of the Breach Protection Program is available by going to <https://www.royalgroupservices.com/nadsrpg/>. RGS Limited LLC., Voyager Indemnity Insurance Company or BANK may modify or cancel the Breach Protection program at any time with or without notice. BANK does not warrant nor guarantee the terms and conditions of, or the features of, the Breach Protection Program. The Breach Protection Program does not eliminate the requirements for MERCHANT to become or remain PCI-DSS compliant as referenced in the PCI-DSS Compliance and Customer Information Security section of the Merchant Processing Terms & Conditions. To file a claim on the Breach Protection Program, please call the Claims Hotline at (844) 729-9199.

NON-RECURRING FEES: MERCHANT further understands that BANK will assess Non-Recurring Fees when applicable, as set forth in this paragraph. BANK will assess MERCHANT a fee as well as administrative costs as determined by BANK for each chargeback through ACH, including but not limited to the following: Retrieval Fee (\$10.00 per item), Chargeback Fee (\$25.00 per item), and Return Draft Fee (\$30.00 per item).

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Additionally, MERCHANT shall be responsible for other fees including a DDA/DBA Change Fee (\$35.00 per item) and a Voice Authorization Fee (\$0.95 per request).

MERCHANT understands that Early Termination Fees may be charged, by service, as outlined in the Merchant Application & Agreement and Merchant Processing Terms & Conditions, if applicable. MERCHANT understands and agrees that BANK reserves the right to assess any associated fees not previously specified in the "Fees Section" of the Merchant Application & Agreement that are billed to BANK as a result of the device(s) or software used by MERCHANT communicating with any third party host.

POS RELATED FEES: Equipment supplies provided shall consist of (i) replacement of printer receipt paper and (ii) replacement of receipt printer ribbons only. Supplies provided are intended for use with BANK processing services only and BANK reserves the right to limit quantities based upon MERCHANT transaction history. Not applicable to third party POS equipment.

POS Terminal replacement services shall consist of replacement or repair, at BANK's option, of MERCHANT's processing equipment (terminal, printer, pinpad or check reader.) BANK will perform this service if (i) MERCHANT has honored and paid all amounts owed to BANK including, but not limited to, all amounts owed for Chargebacks and ACH rejects, (ii) the equipment has been verified to be in working order with BANK (verification of this shall occur by MERCHANT submitting a transaction to BANK using the equipment that is being requested to be replaced). BANK, at its option, may use refurbished equipment for replacement and at BANK's sole discretion may substitute comparable equipment. BANK shall charge a shipping fee of not less than seven dollars and twenty-five cents (\$7.25) plus applicable tax for each supply request. Additional fees will apply to orders above the standard quantities established by BANK. BANK shall charge a fee not less than seventy-five dollars (\$75.00) for shipping and handling on equipment exchanges or swaps and a fee not less than one-hundred seventy-five dollars (\$175.00) for all premium equipment, including but not limited to, all wireless equipment and select check imagers. MERCHANT is required to return all defective equipment replaced by BANK to BANK. BANK may assess a restocking fee of not less than fifty dollars (\$50.00) on all returned equipment. If equipment is not returned, BANK, at its sole discretion, may assess a fee of not less than five-hundred dollars (\$500.00) for each piece of equipment not returned and a fee of not less than nine-hundred fifty dollars (\$950.00) for each piece of premium equipment not returned, including but not limited to, all wireless equipment and select check imagers. BANK reserves the right to assess a fee, to be determined by BANK, for equipment upgrades when compatible equipment is not available or when MERCHANT's existing equipment is obsolete or no longer supported by BANK.

POS Terminals may be made available for use by MERCHANT free of charge ("complimentary equipment"), at BANK's option. MERCHANT is required to return all complimentary equipment at the termination of the processing agreement with BANK. Failure to return the complimentary equipment may result in BANK assessing a fee of not less than five-hundred dollars (\$500.00) for each piece of equipment not returned and a fee of not less than nine-hundred fifty dollars (\$950.00) for each piece of premium equipment not returned, including but not limited to wireless equipment and check imagers.

In the event MERCHANT accepts a rate or fee reduction on any rate or fee set forth herein, the Term of this Agreement shall automatically be extended for an additional two (2) year term from the date of the then-current contract end date.

BANK shall have the right to adjust charges as necessary to offset any direct or indirect cost to BANK associated with providing services hereunder including, but not limited to, costs associated with collection and administration of chargebacks, fees charged by Visa, MasterCard, American Express, Discover, or PayPal, fees charged by other providers in processing, increases in the cost of living index or changes in rules, regulations, or operating procedures of Visa, MasterCard, American Express, Discover and PayPal or other applicable bank card brand/organization, charges for changes to merchant accounts or information, adjustments in foreign exchange rates, or any additional requirement imposed by any federal or state governmental agency or regulatory authority, or due to any increases in communication costs charged to BANK by common carriers. Such charges shall, without prior notice, become effective as of the date of change. Upon any request from MERCHANT for copies of file information, account research, or other information, BANK may charge fees for such services, including per hour fees as determined by BANK. Without limiting the foregoing, BANK shall have the absolute and unconditional right to introduce new fees and increase Discount Rates, Transaction Fees, Authorization Fees, Per Item Fees, Statement Fees, Access Fees, Monthly Minimums, DF&A, Debit Transaction Fees, EBT Transaction Fees, Debit Network Fees and any other fees for any reason when deemed appropriate in BANK's sole discretion. Said changes may be communicated by statement message and a summary thereof will be available thirty days prior to the implementation at www.firstview.net.

ACCOUNT UPDATER is a service provided by the various Card Brands and is facilitated by BANK on your behalf. Merchant understands and agrees that activation of Account Updater may be delayed due to registration with the Card Brands. BANK does not guarantee the accuracy of data or the results of data used by Merchant. Merchant shall be responsible for all fees associated with Account Updater and shall follow the rules and guidelines set forth by the Card Brands relating to Account Updater.

Merchant agrees and warrants the following:

- (a) To abide by all CARD BRAND RULES applicable to BANK's Account Updater product. MERCHANT acknowledges that BANK is the acquirer of record for processing transactions through Account Updater;
- (b) To request a BANK Account Updater update for every participating VISA account in MERCHANT's customer database at least once every 180 calendar days;
- (c) To submit inquiries only for those accounts with which the MERCHANT has an ongoing customer relationship;
- (d) To update its customer account database within five (5) business days of receiving update from BANK;

- (e) To ensure that information received from BANK is properly, completely, and accurately incorporated into MERCHANT's customer database for use in future transactions;
- (f) To correct erroneous account information within five (5) business days of receipt of error notification from BANK, Visa, or MasterCard;
- (g) Not to request authorization on accounts that have returned a response of "Closed Account";
- (h) Not to submit inquiries to BANK on behalf of any other entity.

DEBIT SURCHARGE: MERCHANT must not impose a surcharge on any Debit/EBT transaction. MERCHANT will be liable for all fines, fees or damages that may be assessed to First American by the Debit/EBT networks or any other brand or network as a result of any such surcharging by MERCHANT.

Debit/EBT network fees may be billed on a pass-through basis.

ADDITIONAL SERVICES: MERCHANT should also review the Merchant Application & Agreement and Merchant Processing Terms & Conditions for fees charged for additional services utilized by MERCHANT, including but not limited to Debit, SecurChex, FirstPay.net, 1stPayMobile, 1stPayPOS Pro and FIRSTADVANTAGE Gift/Loyalty. These fees as well as the Credit service related fees outlined above are listed at www.merchantnotification.com under the FEE DISCLOSURE tab.

15. Variances. If in MERCHANT's processing there is a variance from the information, amounts or percentages included, represented, or disclosed by MERCHANT in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK or if BANK determines that such variance may otherwise be detrimental to BANK, then BANK shall have no obligation to pay MERCHANT any settlement funds until MERCHANT has provided to BANK documentation sufficient for BANK to determine that the variance is verified and legitimate, and BANK's risk has been mitigated. MERCHANT further acknowledges that BANK, at its sole discretion, may hold or delay settlement of funds, suspend MERCHANT's processing, terminate this Agreement, or require MERCHANT to run a return/credit on a transaction with or without notice upon the occurrence of any of the events specified above. MERCHANT shall immediately notify BANK in writing if variances occur from the information, amounts or percentages included, represented, or disclosed by MERCHANT in the Merchant Profile Section of the Merchant Application & Agreement as approved by BANK. For purposes hereof, BANK's determination shall be binding upon MERCHANT. MERCHANT hereby releases, indemnifies and holds BANK harmless for any losses or damage it may incur as a result of BANK's actions hereunder, or as a consequence of the settlement funds being held, delayed or suspended. MERCHANT also agrees to pay all fees associated with processing any transaction, regardless if funds are held, delayed, suspended or if MERCHANT is required to run a return/credit.

16. MERCHANT Reserve Account. BANK may require the MERCHANT or any guarantor to establish a reserve account against current and future indebtedness, or for any transaction which might become subject to a chargeback for any reason. Any reserve will be held by BANK for a period of time as is consistent with BANK's liability (up to 120 days from the date scheduled for last delivery of goods or services to cardholder, not to exceed 540 days from the processing date). BANK, in its sole and absolute discretion, may estimate the amount of the potential losses, fees, and costs and require MERCHANT or any guarantor to establish a reserve account for the full amount of the estimate. Payment of the reserve estimate shall be immediate. Failure to fund the reserve may result in immediate termination of the Agreement. MERCHANT also understands and agrees that BANK may withhold and retain any and all settlement funds in order to establish a Merchant Reserve Account without notice to MERCHANT. MERCHANT understands and agrees that all reserve funds may be retained and used to offset: 1) any loss which was created prior to establishing the reserve account 2) any current fees or losses due from time to time to BANK, hereunder and 3) any transaction which might result in a loss at a future date as determined by BANK. Reserves shall be held and placed in a non-segregated, non-interest bearing account in BANK's name and MERCHANT will have no right of access to said account. Further the Reserve Account shall not be deemed property of MERCHANT during the period of time the funds are held by BANK.

This Agreement will constitute a security agreement under the Uniform Commercial Code. MERCHANT grants to BANK a security interest in and lien upon all of the following (collectively, the "Secured Assets"): (i) all funds at any time in the designated account, (ii) the reserve account, (iii) future transactions, (iv) all funds, deposits, deposit accounts, monies, securities, and other property now or hereafter in the possession of or on deposit with, or in transit to BANK or any other direct or indirect subsidiary or affiliate of BANK, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for salekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts; and (v) all of MERCHANT's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement. MERCHANT warrants and represents that no other person or entity has a security interest in the Secured Assets. These security interests and liens will secure all of MERCHANT's obligations under this Agreement and any other agreements between MERCHANT and BANK, including but not limited to MERCHANT's obligation to pay any amounts due to BANK. With respect to such security interests and liens, BANK will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity and the right to perfect such security interests as required by the Uniform Commercial Code. In addition to the security interests in the Secured Assets, BANK shall have, a contractual right of setoff against the Secured Assets without notice to MERCHANT.

17. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including any breach hereof, shall be resolved exclusively by arbitration in Fort Worth, Texas, pursuant to the Federal Arbitration Act and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

18. Waiver. The parties and any guarantor expressly waive the right and agree not to bring or participate in any class or collective action (or other representative action) or

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any joinder or consolidation of claims with respect to any dispute arising out of or relating to this Agreement. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, CLAIM, COUNTERCLAIM OR THIRD PARTY CLAIM BROUGHT BY THE PARTIES HERETO ON ANY MATTER ARISING OUT OF OR OTHERWISE RELATED TO OR CONNECTED WITH THIS AGREEMENT.

19. **Taxes.** MERCHANT shall pay and be responsible for all sales, use, value added, and other taxes and duties, of whatever nature levied or imposed as a result of this Agreement or in connection with any services hereunder.

20. **Indemnification.** MERCHANT hereby releases, indemnifies and holds BANK harmless for any losses, claims, costs or damages to MERCHANT or any third party as a result of BANK's acts or omissions under this Agreement, including, as a consequence of BANK's own negligence. The indemnification provisions herein shall survive the termination of this Agreement.

21. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law principles of such state. The parties hereby agree that venue of any action under this agreement shall be exclusively in the state district courts located in Fort Worth, Tarrant County, Texas.

22. **Notices.** If to BANK, all written notices under this Agreement shall be delivered to:

Merchant Services
100 Throckmorton Street, Suite 1800
Fort Worth, TX 76102

If to MERCHANT, the proper notice shall be the address stated on the records of BANK. Notice to MERCHANT may be by letter, facsimile and/or the MERCHANT's monthly statement.

If such transmitted notice is by MERCHANT to BANK, the original of any communication shall also be mailed to BANK on the date of the transmission and it shall not be deemed served until the mailed copy is received and confirmed by BANK.

Any notice of termination of this Agreement must be in writing and must contain MERCHANT's signature, as it appears on the Merchant Application & Agreement.

23. **Entire Agreement Changes.** This Agreement, along with the additional terms and conditions located at www.MerchantNotification.com and any applicable supplements contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by BANK.

If any term, provision, covenant or condition of this Agreement is determined by any local, state or federal court or law enforcement agency to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Additional American Express Card Acceptance Requirements

High CV Merchant. In the event MERCHANT's American Express annual charge volume exceeds \$1,000,000 in a rolling twelve month period or is greater than \$100,000 in any three consecutive months, MERCHANT will be considered a High CV Merchant by American Express and will be required to enter into a direct merchant card acceptance agreement with American Express. Upon any conversion to a direct agreement with American Express, MERCHANT will be bound by American Express' then current Card Acceptance Agreement and to any pricing and fees set by American Express.

Marketing and Communications. Upon agreement by MERCHANT to accept American Express transactions, MERCHANT consents to receive commercial marketing communications from American Express. After account setup, MERCHANT may contact BANK directly and request to opt-out of future marketing communications from American Express. This will not preclude MERCHANT from acceptance of important transactional or relationship communications from American Express. After a request to opt-out is received, MERCHANT may continue to receive marketing communications while BANK and American Express updates its records to reflect MERCHANT's request.

Merchant shall not assign to any third party any payments due to it under this Agreement, and all indebtedness arising from charges will be for bona fide sales of goods and services (or both) or charitable contributions at its establishments free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future transaction receivables to BANK, its affiliated entities and/or any other cash advance funding source that partners with BANK or its affiliated entities, without consent of American Express.

Rights and Obligations. MERCHANT agrees that American Express shall have third-party beneficiary rights to enforce this Agreement, but shall hold no obligations to the MERCHANT.

*Please visit www.americanexpress.com/merchantopguide for a full copy of the American Express Merchant Operating Guide.

Next Day Funding Terms & Conditions

The following Terms & Conditions apply only if MERCHANT has been accepted into the Next Day Funding Program.

NEXT DAY FUNDING is available for Visa®, MasterCard®, American Express®, Discover®¹ and PayPal™ card transactions and PIN based debit transactions only. Next Day Funding is subject to BANK approval and subject to all provisions of the Merchant Processing Terms & Conditions. Qualifying funds are deposited on the next business day, excluding weekends and bank holidays.

Upon execution of this agreement and acceptance into the Next Day Funding Program, MERCHANT acknowledges and agrees to the Next Day Funding Rate or Monthly Fee, effective the first day of the month of acceptance. MERCHANT further acknowledges that the Next Day Funding Rate or Monthly Fee are fees to participate in the Next Day Funding Program and not a guarantee that all transactions processed will qualify for Next Day Funding.

In order to enable Next Day Funding, MERCHANT must assist in the download/reprogram of the terminal/software application. Failure to do so will result in processed transactions settling under standard funding guidelines and funds will not be eligible for Next Day Funding.

MERCHANT must Batch transactions out at least five minutes prior to the designated cut-off time ("Cut-Off Time"). All Cut-Off Times are Central Standard Time. It is MERCHANT's sole responsibility to batch MERCHANT's terminal by the designated Cut-Off Time. Transactions batched after Cut-Off Time will be treated as batched on the following business day. Next Day Funding of Merchants may be impacted by circumstances beyond BANK's control, such as disruptions in network processing or processing delays by a third party intermediary. BANK reserves the right to adjust or change Cut-Off Time at its sole discretion. For additional detail regarding Next Day Funding, please go to: www.merchantnotification.com.

MERCHANT agrees and understands that MERCHANT is not guaranteed to be accepted into this program. Even if accepted into this program, MERCHANT may be removed from this program at any time at the sole discretion of BANK.

¹ Merchants who have a direct relationship with Discover® (Discover® Retained) or American Express® are excluded from Next Day Funding.

MERCHANT PROCESSING TERMS & CONDITIONS

21-0055

This FirstFund ACH Origination Agreement ("Agreement") is entered into by and between the MERCHANT ("MERCHANT") indicated on the FirstFund ACH Module Application and FIRST AMERICAN Payment Systems, L.P. ("FIRST AMERICAN") located at 100 Throckmorton Street, Suite 1800, Fort Worth, Texas 76102.

The MERCHANT has requested that FIRST AMERICAN permit the MERCHANT to initiate electronic signals for paperless entries through FIRST AMERICAN to accounts maintained at financial institutions by means of the Automated Clearing House ("ACH"). FIRST AMERICAN has agreed to do so pursuant to the terms of this Agreement.

Now, therefore, the MERCHANT and FIRST AMERICAN agree as follows:

- Rules:** MERCHANT acknowledges and agrees that it will comply with, and all ACH items will comply with, the operating rules of the National Automated Clearing House Association ("NACHA") the Electronic Funds Transfer Act, Regulation E and all other applicable laws, rules and regulations (all such operating rules, laws and regulations, as amended from time to time, the "Rules").
- Security Procedures for Transmission of Entries:** MERCHANT will transmit all debit and credit entries to FIRST AMERICAN at the location, on or before the deadlines, described on Attachment 1 to the Agreement. MERCHANT will conform all entries to the format, content, and specifications contained in the Rules, in addition to the security procedures described in the Agreement. MERCHANT authorizes FIRST AMERICAN to transmit all entries received by FIRST AMERICAN in accordance with the terms of this Agreement and to credit or debit entries to the specified accounts.
- FIRST AMERICAN Obligations:** In accordance with the Rules, FIRST AMERICAN will process, transmit, and settle the entries received from MERCHANT which comply with the terms of the Agreement, including the security procedures.
- Warranties:** MERCHANT warrants, represents and agrees that MERCHANT is responsible for all warranties FIRST AMERICAN is deemed by the Rules to make with respect to entries originated by MERCHANT. Without limiting the foregoing, MERCHANT warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited or otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owing to MERCHANT from the party whose account will be debited, is for a sum specified by such party to be paid to MERCHANT, or is a correction of previously transmitted erroneous credit entry; and (c) MERCHANT has complied with all prenotification requirements of the Rules. MERCHANT will retain the original or copy of the customer authorization record as required by the Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of FIRST AMERICAN, furnish such original or copy to FIRST AMERICAN. MERCHANT shall indemnify FIRST AMERICAN against any claim, loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any warranty or any other provision of this Agreement, or any other agreement entered into in connection herewith.
- Provisional Credit:** MERCHANT acknowledges that the Rules make provisional any credit given for any entry until FIRST AMERICAN crediting the account specified in the entry receives final settlement. If FIRST AMERICAN does not receive final settlement, FIRST AMERICAN is entitled to a refund from the credited party and the initial receiver of the debit entry shall not be deemed to have completed the payment transaction.
- Settlement:** MERCHANT will maintain immediately available funds in an amount sufficient to cover all returns and credit entries initiated by it, as of the applicable settlement date, in a First American account eligible to receive ACH entries. MERCHANT authorizes FIRST AMERICAN to debit or credit its account in the amount of each entry. FIRST AMERICAN may require MERCHANT to prepay for credit entries and/or estimated debit entry returns.
- Cancellation or Amendment:** MERCHANT shall have no right to cancel or amend any entry/file after its receipt by FIRST AMERICAN.
- Rejection of Entries and Improper Transactions:** FIRST AMERICAN shall at its sole discretion, have the right to reject any entry which does not comply with the requirements of Section 1 (Rules) of this Agreement and may reject any entry if MERCHANT is not otherwise in compliance with the terms of the Agreement or if FIRST AMERICAN has reason to believe the entry will violate the terms of the Agreement. FIRST AMERICAN shall have no liability to MERCHANT by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. FIRST AMERICAN may hold funds, suspend processing or terminate MERCHANT with or without notice, or require MERCHANT to process a refund upon any determination by FIRST AMERICAN, in its sole discretion, of improper, fraudulent, suspicious or questionable transactions, including, but not limited to, any transactions that fail to meet the requirements of this Agreement or which vary from the information represented or disclosed in the Merchant and Product Information Sections of the FirstFund ACH Module Application & Agreement. FIRST AMERICAN may also at its sole discretion block, reject, or deny any transaction for any reason. No fees are refundable to MERCHANT with respect to improper, fraudulent, suspicious or questionable transactions including, but not limited to, when MERCHANT processes a refund, or during any period of suspension.
- Returned Entries:** FIRST AMERICAN shall have no obligation to retransmit a returned entry if FIRST AMERICAN complied with the terms of this Agreement with respect to the original entry. If a customer of the MERCHANT returns any transaction for any reason, then it is MERCHANT's responsibility to collect any funds that are owed. FIRST AMERICAN has no obligation to originate a transaction where authorization has been revoked.
- Account Discrepancies:** MERCHANT agrees to notify FIRST AMERICAN within a reasonable time not to exceed thirty (30) days after MERCHANT receives a payment of any discrepancy between MERCHANT's records and the amount posted to MERCHANT's bank account. Failure to notify FIRST AMERICAN of any discrepancy within such thirty (30) day period shall be deemed acceptance by MERCHANT of the entries on such statement.
- Fees:** MERCHANT agrees to pay FIRST AMERICAN for services provided under this Agreement in accordance with the schedule of charges detailed on the FirstFund ACH Module Application. FIRST AMERICAN may change its fees or add new fees from time to time upon notice to MERCHANT. All fees will be collected via ACH from MERCHANT's DDA account, following the end of a calendar month and a statement reflecting those fees will be provided. In the event the ACH for collection of fees owed to FIRST AMERICAN is rejected by MERCHANT's First American for any reason, MERCHANT agrees to pay FIRST AMERICAN a reject fee of no less than \$30.00. These fees shall be paid by MERCHANT to FIRST AMERICAN via ACH. National Automated Clearing House Association fines assessed as a result of MERCHANT failing to follow procedures will be passed through to MERCHANT.
- Liability:** The parties agree to the following:
 - FIRST AMERICAN shall be responsible only for performing the services expressly provided for in this Agreement in a reasonable manner. FIRST AMERICAN shall not be responsible for MERCHANT's acts or omissions (including without limitation the amount, accuracy, timeliness of transmission or due authorization of any entry received from MERCHANT) or those of any other person, including without limitation, transmission or communications facilities, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed FIRST AMERICAN's agent.
 - MERCHANT agrees to indemnify FIRST AMERICAN against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of the services provided hereunder.
 - In no event shall FIRST AMERICAN be liable for any consequential, special, punitive or indirect loss or damage which MERCHANT may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from FIRST AMERICAN's acts or omissions pursuant to this Agreement.
 - Without limiting the generality of the foregoing provisions, FIRST AMERICAN shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, the Rules, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances out of FIRST AMERICAN's or its designated bank's control. In addition, FIRST AMERICAN shall be excused from failing to transmit or delay in transmitting an entry if such transmission would result in exceeding any limitation upon intra-day net funds position established pursuant to present or future Federal Reserve guidelines or otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - Subject to the foregoing limitations, FIRST AMERICAN's or its designated First American's liability for loss shall be limited to monetary damages, not to exceed the total amount paid by MERCHANT to FIRST AMERICAN for the affected ACH service, as performed by FIRST AMERICAN under this agreement for the preceding 30 calendar days.
- Inconsistency of Name and Account Number:** MERCHANT acknowledges that, if an entry describes the receiver inconsistently by name or account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver. The MERCHANT assumes responsibility for the accuracy of all account information, names and data.
- Data Retention:** MERCHANT shall retain data on file adequate to permit tracking of entries for five (5) business days following the date of their transmittal to FIRST AMERICAN as provided herein and shall provide such data to FIRST AMERICAN upon its request.
- Termination:** This Agreement shall continue in full force and effect for a term of one (1) year. Thereafter, the Agree-

ment will automatically renew for additional one-year periods unless terminated per the paragraph or other provisions of the Agreement. The term of the Agreement shall commence with FIRST AMERICAN acceptance hereof (as evidenced by the commencement of FIRST AMERICAN's performance hereunder), and shall continue until either (i) terminated by MERCHANT by giving and FIRST AMERICAN receiving at least thirty (30) days, but no more than ninety (90) days, written notice of non-renewal to FIRST AMERICAN with termination effective at the end of the applicable term; or (ii) terminated by FIRST AMERICAN, with or without cause or reason, and with or without advance notice. Termination by FIRST AMERICAN for any other product or service provided by FIRST AMERICAN results in termination of this Agreement. In the event MERCHANT submits ACH payment files to FIRST AMERICAN after the date of termination, the ACH payment files may (at FIRST AMERICAN's option) be processed subject to the terms and conditions of this Agreement. If this Agreement is terminated by MERCHANT without proper notice, FIRST AMERICAN will be entitled to recover, and MERCHANT will pay on demand, any and all losses (including consequential damages and loss of profits, costs, expenses and liabilities) incurred by FIRST AMERICAN in connection with termination. MERCHANT agrees to pay FIRST AMERICAN deconversion fees established by FIRST AMERICAN, but in no event less than one hundred dollars (\$100.00) for each MERCHANT location. MERCHANT authorizes FIRST AMERICAN to debit any account for said deconversion fees, plus any and all losses (including consequential damages and loss of profits, costs, expenses, and liabilities) incurred by FIRST AMERICAN in connection with termination. FIRST AMERICAN may hold payment of any monies due MERCHANT to ensure that all obligations of MERCHANT are satisfied. MERCHANT remains liable for any and all unpaid amounts due under this obligation or related to this Agreement.

16. Reserve Account: FIRST AMERICAN may require MERCHANT or any guarantor to establish a reserve account against current and future indebtedness for any reason. Any reserve will be held by FIRST AMERICAN for a period of time as is consistent with FIRST AMERICAN's liability. FIRST AMERICAN may immediately estimate the amount of the potential losses, fees, and costs and require MERCHANT or any guarantor to establish a reserve account for the full amount of the estimate. Payment of the reserve estimate shall be immediate. Failure to fund the reserve may result in immediate termination of the Agreement. Any reserve deposits, fees, or net revenues under this Agreement may be offset, held or reserved by FIRST AMERICAN against any obligations or liability of the MERCHANT under this Agreement or any other agreement with FIRST AMERICAN.

17. Communications:

If to FIRST AMERICAN, all notices under this Agreement shall be delivered to:

FIRST AMERICAN Payment Systems, L.P.

100 Throckmorton Street, Suite 1800

Fort Worth, Texas 76102

Attention: General Counsel

If to MERCHANT, the proper notice shall be the address stated on the records of FIRST AMERICAN. Notice to MERCHANT may be by letter, facsimile, electronic communications and/or the Monthly Statement.

18. Non-Assignment: All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns; provided however, that MERCHANT shall not assign its rights or obligations hereunder, nor, shall the MERCHANT contract with any other entity to perform for MERCHANT or on its behalf any of MERCHANT's obligations hereunder without the prior written approval of FIRST AMERICAN.

19. Amendment: FIRST AMERICAN has the right to amend this Agreement, by notice to MERCHANT. Any amendments shall become effective no earlier than 10 days from date of notice. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement, or of the breach of any term, provision or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision or covenant.

20. Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state. The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way. This Agreement is entered into and enforceable in Tarrant County, Texas. Venue for any dispute under this Agreement shall be in Tarrant County, Texas, for any matter not controlled by paragraph 24 hereof. MERCHANT consents to the jurisdiction and venue of the Texas and Tarrant County Courts and hereby waives any defense to jurisdiction and venue, including but not limited to, any claim of forum nonconveniens or insufficient contacts with the State of Texas.

21. Survivability: All covenants other than those contained in Section 3 of the parties herein shall survive the expiration or termination of this Agreement.

22. Names: The names of FIRST AMERICAN Payment Systems, FIRST AMERICAN FirstFund, SecurChex, Meritmac, Meritmac Capital, FirstPayNet, and other names used by FIRST AMERICAN in connection with its business are trademarks of FIRST AMERICAN and the sole and exclusive property of FIRST AMERICAN and cannot be used by the MERCHANT or any person without the prior express written consent of FIRST AMERICAN, which consent can be revoked at any time.

23. Arbitration: Any dispute, controversy, or claim arising out of or relating to this Agreement, including any breach hereof, shall be resolved by arbitration in the City of Fort Worth, Tarrant County, Texas, pursuant to the Federal Arbitration Act and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

24. Attorneys' Fees and Costs: MERCHANT shall be liable for and shall indemnify and reimburse FIRST AMERICAN for any and all attorneys' fees and other costs and expenses paid or incurred by FIRST AMERICAN in the enforcement hereof, including but not limited to, collecting any amounts or obligations due from MERCHANT. All outstanding amounts owed to FIRST AMERICAN will bear interest from the date the amounts were due until it is repaid at a per annum interest rate determined by FIRST AMERICAN, but not exceeding the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate).

25. Guarantor: Any Guarantor hereby guarantees performance of all obligations of MERCHANT and agrees that FIRST AMERICAN may require performance of any obligation of MERCHANT hereunder directly from Guarantor.

26. Taxes: MERCHANT shall pay and be responsible for all sales, use, value added, and other taxes and duties, of whatever nature levied or imposed as a result of this Agreement or in connection with any services hereunder.

27. Business Changes: MERCHANT shall provide at least thirty (30) days written notice for any of the following anticipated changes: MERCHANT's business type, including any change in goods or services sold, name, entity type, address, change in the Product Information section of the FirstFund ACH Application & Agreement, any ownership change, or transfer or sell of substantially all of the assets of MERCHANT. MERCHANT shall not change its usual trade or business, move its trade or business to a new location, or commence operating an unrelated trade or business on the same premises where MERCHANT operates this stated trade or business without obtaining FIRST AMERICAN's prior written consent to the change, move or addition. MERCHANT also agrees that prior to any changes, FIRST AMERICAN must first accept the change and confirm such acceptance in writing.

28. Waiver: The parties and any guarantor expressly waive the right and agree not to bring or participate in any class or collective action (for other representative action) or any joinder or consolidation of claims with respect to any dispute arising out of or relating to this Agreement. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, CLAIM, COUNTERCLAIM OR THIRD PARTY CLAIM BROUGHT BY THE PARTIES HERETO ON ANY MATTER ARISING OUT OF OR OTHERWISE RELATED TO OR CONNECTED WITH THIS AGREEMENT.

29. Counterparts: This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed in original, and all of which together shall constitute one and the same agreement.

30. Entire Agreement: This Agreement (including the Attachments) is the complete and exclusive statement of the agreement between FIRST AMERICAN and MERCHANT with respect to the subject matter hereof and supersedes any prior agreement(s) between FIRST AMERICAN and MERCHANT with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which FIRST AMERICAN is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and FIRST AMERICAN shall incur no liability to MERCHANT as a result of such violation or amendment.

FirstFund Merchant Processing Terms & Conditions Attachment 1

Transmission Location and Formatting Instructions for Direct Send Merchants

All files will be formatted in a NACHA or other pre-approved format. Transmission specifications will be established by FIRST AMERICAN Payment Systems, L.P.

The COMPANY will transmit files to FIRST AMERICAN, 100 Throckmorton Street, Suite 1800, Fort Worth, Texas 76102, (817) 317-9100.

ACH Processing Deadlines

Transmission of a File: ACH Processing Deadlines Until 3:00 p.m. C.S.T. one (1) business day prior to effective date. File processing may be impacted by circumstances beyond FIRST AMERICAN's control, such as disruptions in network processing, processing delays by a third party intermediary, inclement weather, etc. FIRST AMERICAN reserves the right to adjust or change Deadline Time at its sole discretion. A business day is a day FIRST AMERICAN is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays).

An *effective date* must be a business day or the record will be processed on the first business day following the effective date.

Holiday Schedule

(Non-processing Days)

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day Following Thanksgiving Day

Christmas Day

FIRST AMERICAN Designated Christmas Holiday (if applicable)

Security Procedures

FIRST AMERICAN shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

The MERCHANT is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the website and used for ACH money transfer. The MERCHANT agrees to comply with written procedures provided by FIRST AMERICAN for the creation, maintenance, and initiation of ACH money transfers.

The MERCHANT is solely responsible for access by its employees of the data files maintained on the website.

The MERCHANT is responsible for operator security procedures.



FIRSTPAY.NET 2.0 Processing Terms & Conditions

The following FIRSTPAY.NET™ Processing Terms & Conditions apply only if MERCHANT has agreed to utilize FIRSTPAY.NET 2.0 Internet Services.

This Supplement is entered into by and between First American Payment Systems, L.P., whose principal place of business is 100 Throckmorton Street, Suite 1800, Fort Worth, Texas, 76102 (hereinafter referred to as "FIRSTPAY.NET" or "BANK"), and "MERCHANT," whose name and address are stated on the Merchant Application & Agreement. For purposes of this Agreement, FIRSTPAY.NET, BANK and First American Payment Systems, L.P. shall be synonymous and reference to one includes reference to the other.

MERCHANT expressly agrees and acknowledges that the FIRSTPAY.NET Processing Terms & Conditions are a Supplement to the Merchant Credit Card Processing Terms & Conditions. The Merchant Credit Card Processing Terms & Conditions, which are incorporated herein by reference, and the Processing Terms & Conditions set forth below shall apply if MERCHANT has agreed to utilize the FIRSTPAY.NET products.

Services:

A. Total Package. If MERCHANT has marked the "Total Package" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services via the Internet. MERCHANT understands that the "Total Package" includes the "Internet Payment Gateway" as described in B. below, as well as a shopping cart and website templates.

B. Internet Payment Gateway. If MERCHANT has marked the "Internet Payment Gateway" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services via the Internet. MERCHANT understands that the "Internet Payment Gateway" consists of a payment gateway and virtual terminal for transmitting cardholder data with an e-commerce indicator via the Internet.

C. MOTO Virtual Terminal. If MERCHANT has marked the "MOTO Virtual Terminal" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services when the purchase and cardholder information has been provided to MERCHANT via telephone or in written form via mail. MERCHANT understands the "MOTO Virtual Terminal" is a secure virtual terminal. MERCHANT also understands that transactions processed utilizing this product does not contain an e-commerce indicator and that all customer orders for purchases must be obtained via the telephone or by mail.

D. Batch Upload (Offline Transactions Only). If MERCHANT has marked the "Batch Upload" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the offline acceptance of and transmission of cardholder data for its customer's purchase of goods and or services.

E. Virtual Point-of-Sale. If MERCHANT has marked the "Virtual Point-of-Sale" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services when the purchase and cardholder information has been provided to MERCHANT in person for a card-present swiped or keyed transaction.

F. 1stPayMobile. If MERCHANT has marked the "1stPayMobile" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services when the purchase and cardholder information has been provided to MERCHANT in person for a card-present swiped or keyed transaction.

G. Payment Plug-in for QuickBooks® - Download. If MERCHANT has marked the "Payment Plug-in for QuickBooks® - Download" box on the Merchant Application & Agreement, then MERCHANT agrees to utilize the software and services provided by FIRSTPAY.NET for the acceptance of and transmission of cardholder data for its customer's purchase of goods and or services when the purchase and cardholder information has been provided to a RETAIL MERCHANT for card-present swiped or keyed transactions OR to a MOTO MERCHANT for card-not-present keyed transactions.

1. Transaction Processing. FIRSTPAY.NET agrees to perform transaction-processing services for MERCHANT. This includes the acceptance and authorization of transactions forwarded from MERCHANT in a timely manner, the subsequent transmission of transactions to the processing network and the detailed reporting of those transactions via MERCHANT's web-based Merchant Menu.

2. Fees. In addition to the fees outlined in the Credit Card Processing Terms & Conditions, MERCHANT hereby authorizes FIRSTPAY.NET to initiate debit/credit entries to the bank account supplied or any other bank account number, for monthly or other applicable charges. MERCHANT understands and agrees there are additional fees associated with using the FIRSTPAY.NET products, in addition to the fees described in the Merchant Credit Card Processing Terms & Conditions - Rates; Fees; Adjustments section. MERCHANT further understands FIRSTPAY.NET shall have the right to adjust charges as necessary to offset any direct or indirect cost associated with providing ser-

vices hereunder. Such charges shall, without prior notice, become effective as of the date of change.

3. Acceptable Use Policy. MERCHANT will not engage in "Net Abuse", which can be defined as, but is not limited to: (i) sending any kind of unsolicited or unwelcome email to a substantial number of network users, anywhere on the Internet, (ii) posting a single article or substantially similar articles to an excessive number of newsgroups or mailing lists (i.e., 20 or more), (iii) repeated or deliberate posting of articles that are off-topic according to the charter of that newsgroup or mail list, (iv) posting commercial advertising in almost any conference or newsgroup, unless it is specifically permitted within that group. MERCHANT understands that FIRSTPAY.NET investigates all reported occurrences of Net Abuse, and will take action according to the circumstances and severity of the abuse. Depending on the severity of the breach of this policy, FIRSTPAY.NET may, at its sole discretion, with or without notice, suspend processing or terminate account immediately.

4. Indemnification. MERCHANT hereby releases, indemnifies, and holds FIRSTPAY.NET harmless for any losses, claims, cost or consequential damages to MERCHANT, purchaser, or any other third party as a result of FIRSTPAY.NET's acts or omissions under this Agreement, including but not limited to:

(a) Any delays in the performance of services hereunder or for any failure to perform same hereunder if such delays are due to strikes, inclement weather, acts of God, Internet disruption, network failure, or other causes beyond FIRSTPAY.NET's reasonable control. FIRSTPAY.NET will not be liable for performance of services where delayed by war, riots, embargoes, strikes, or acts of its vendors and suppliers, concealed acts of workmen or third parties (whether of FIRSTPAY.NET or others), criminal conduct, or accidents;

(b) FIRSTPAY.NET shall not be responsible or liable for unauthorized access of facilities or to MERCHANT's data or programs due to any intentional act or accident, and whether by illegal or fraudulent means or devices;

(c) Failures in software, whether known or not known;

(d) Failures in communications or connectivity;

(e) Any damage caused by or resulting in a loss from negligence, fraud, dishonesty, or willful behavior by MERCHANT's employees, customers or agents;

(f) FIRSTPAY.NET shall not be liable for the individual merit, legitimacy or authenticity of orders forwarded from MERCHANT regardless if an authorization number is issued; and

(g) FIRSTPAY.NET is not responsible for the security of data residing on the server of the MERCHANT, or a third party designated by a MERCHANT (e.g., a host).

Further MERCHANT acknowledges it will not make any claim against FIRSTPAY.NET for any losses or damages, including, but not limited to, loss of income, loss of revenue, economical loss, consequential, direct, indirect, special, exemplary, or punitive relating to the use of FIRSTPAY.NET.

5. Transaction Data. FIRSTPAY.NET shall retain full ownership of all data submitted by either MERCHANT or Purchaser through the FIRSTPAY.NET Payment Gateway (Payment Gateway refers to the electronic systems through which a MERCHANT may pass payment information to FIRSTPAY.NET) including, but not limited to name, mailing & shipping address, email address, phone number, dollar amount of purchase, type of purchase and description of purchase. Cardholder data is stored for ninety (90) days in the virtual terminal.

6. Validity. If any provision in this Agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement, and MERCHANT and FIRSTPAY.NET agree to substitute for the invalid provision a valid provision that most closely approximates the effect and intent of the invalid provision.

7. Payment Gateway Monitoring. MERCHANT understands that FIRSTPAY.NET has full authority and rights under this Agreement to deny orders, deny transactions or delay or halt processing of transactions, with or without notice, for transactions, which exceed any of the parameters set forth in the Merchant Profile Section of the Merchant Application & Agreement.

8. DISCLAIMER. FIRSTPAY.NET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MERCHANT ACKNOWLEDGES THAT THE SERVICE MAY NOT BE UNINTERRUPTED OR ERROR FREE.

Attachment 8
ANDERSON COUNTY GOVERNMENT
PROPERTY DISPOSITION AND SURPLUS RECORD

- ☐ Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- ☐ The IT Department will manage the disposition of hard drives.
- ☐ The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- ☐ Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- ☐ This form should be emailed to Surplus@andersontn.org

Anderson Co. School Maintenance requests to surplus property as detailed below.
 (Department)

Signature of Department Head/Elected Official

Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
N/A	2003 Chevy Malibu, Maintenance	1G1ND52J13M532974	Unknown

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

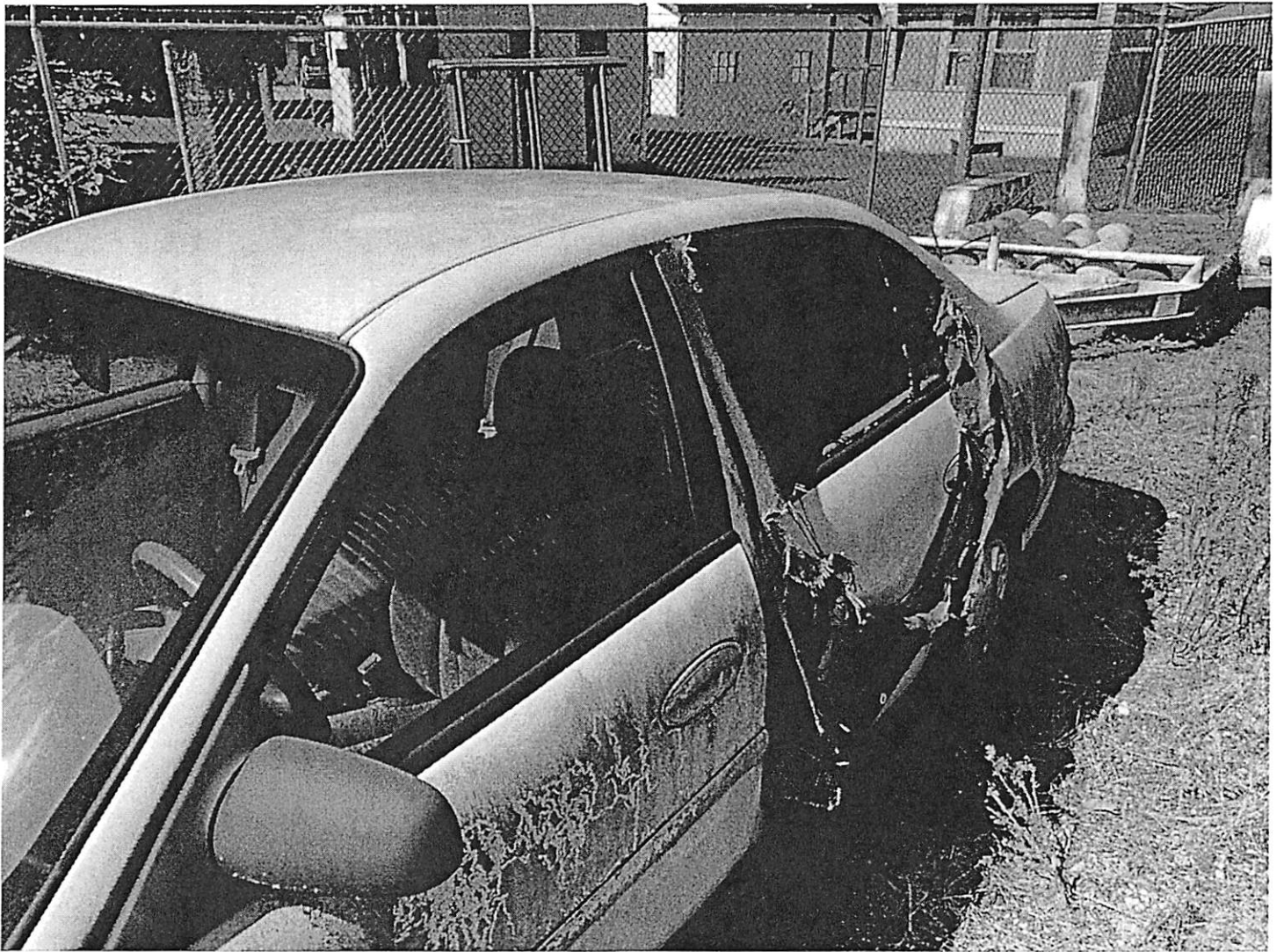
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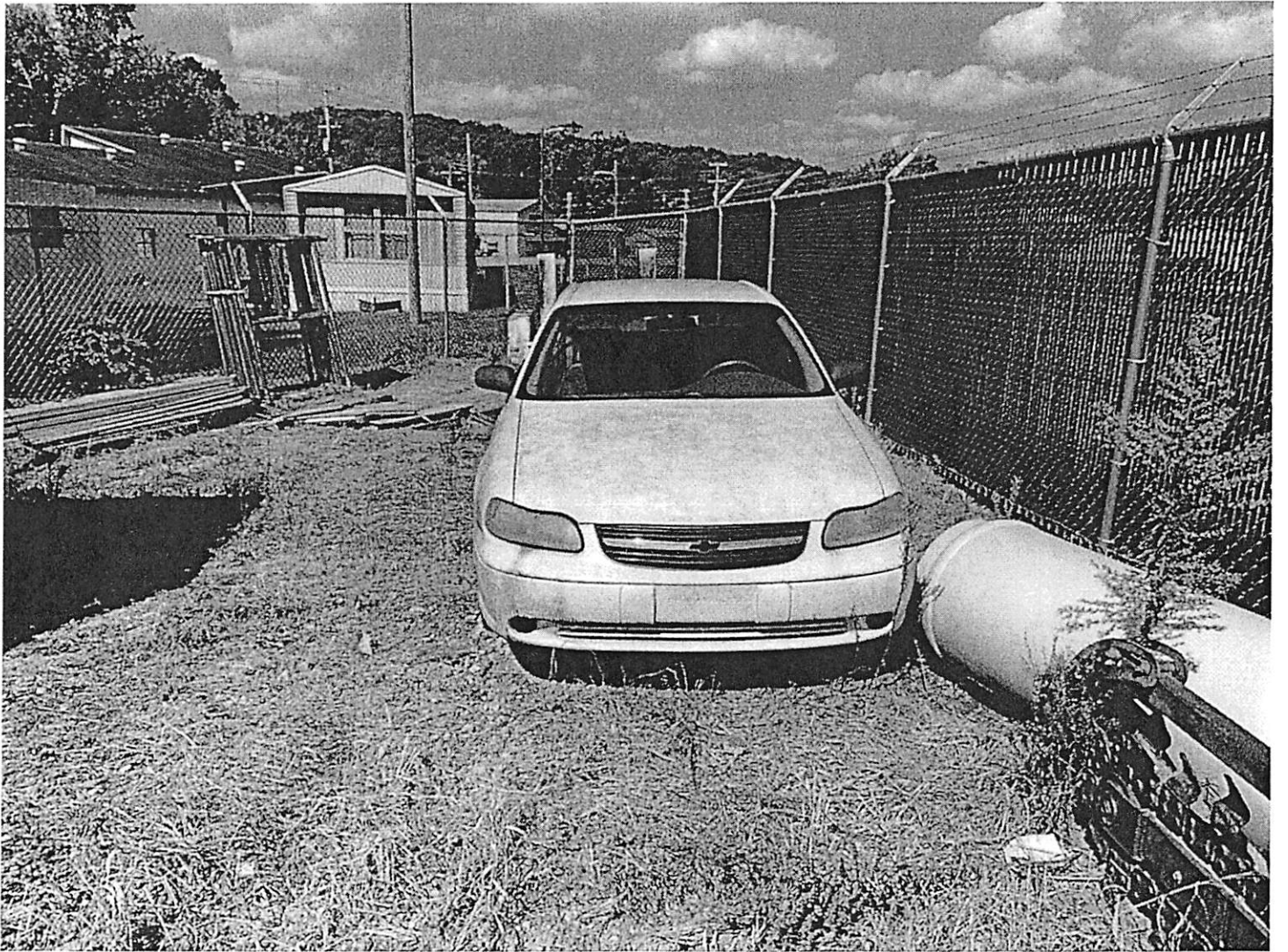
Received by Purchasing Office: _____
 (Date)

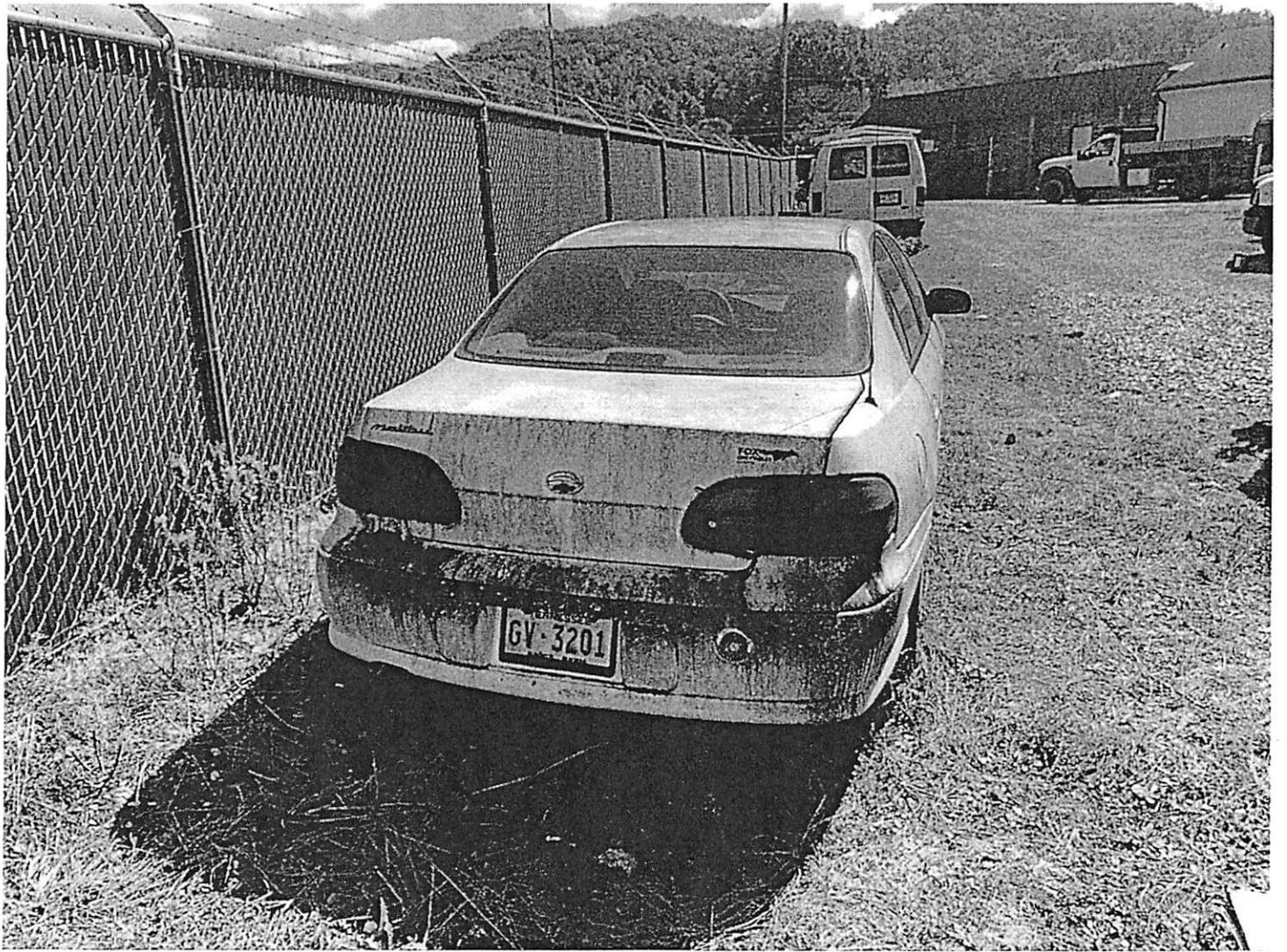
GovDeals Vehicle Inspection Form


Inventory ID:	Department:	Fund:
Short Description:		
Year <u>2003</u>	Make <u>Chevrolet</u>	Model <u>MALIBU</u>
VIN: <u>1G1ND52J13M532974</u>		Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N
Mileage/Odometer: <u>92948</u>		Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Long Description:		
This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only		
Engine- Type: <u>3.1 L V 6</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine		
Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition		
Repairs needed: _____		
This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles		
Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input checked="" type="checkbox"/> Not Available For Inspection		
Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed		
Transmission Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> Is Unknown Condition		
Repairs Needed: _____		
Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: <u>White</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked		
Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <input type="checkbox"/> Low <input type="checkbox"/> Flat _____ Hubs caps <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		
Major Damage to: _____		
Additional Damage: <u>DRIVER back side glass broken</u>		
Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions		
Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color <u>GRAY</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather		
Damage to Seats: <u>WATER DAMAGE</u>		
Damage to Dash/Floor: <u>FLOOR WATER DAMAGE</u>		
Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> M/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD		
• AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags <input type="checkbox"/> drivers side <input type="checkbox"/> dual		
<input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control		
Power: <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Steering <input type="checkbox"/> Seats		
Reviewed by Purchasing Agent: _____		
Location of Asset: _____		
For more information contact: _____		
Views/Picture # _____ # _____ # _____ # _____ # _____ # _____		









 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 15, 2020		End Date October 14, 2023		Agency Tracking # 33004-09221	
Grantee Legal Entity Name Anderson County				Edison ID 4145	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 14.228 Grantee's fiscal year end 6/30			
Service Caption (one line only) Community Development Block Grant Program (Rural Development) - Water Line Improvements					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$523,207.00			\$523,207.00
TOTAL:		\$523,207.00			\$523,207.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grantees under the Community Development Block Grant Program are selected based upon the criteria set forth in the Delegated Grant Authority for this program.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County, hereinafter referred to as the "Grantee," is for the provision of improvements under the Community Development Block Grant program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize funds for the following improvements:

- | | |
|--|---|
| <input type="checkbox"/> Sewer System Improvements | <input type="checkbox"/> Water System Improvements |
| <input type="checkbox"/> Sewer Line Extension | <input checked="" type="checkbox"/> Water Line Improvements |
| <input type="checkbox"/> Housing Rehabilitations | <input type="checkbox"/> Community Livability Projects |

A more detailed Scope is contained in Attachment A.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

A.3. Statement of Assurances - CDBG. The Grantee agrees to comply with the CDBG Statement of Assurances, attached to this Grant Contract as Attachment E and incorporated herein by reference, and with the State's CDBG Manual for Community Development Block Grant projects for the program year which can be found at <https://www.tn.gov/ecd/community-development-block-grant/cdbg.html>.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on October 15, 2020 ("Effective Date") and ending on October 14, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twenty-four (24) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Twenty Three Thousand Two Hundred Seven Dollars and No Cents (\$523,207.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as

Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Economic and Community Development, Community Development Block Grant Program.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may request in writing a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The Grantee's request must provide full details in support of the request. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
- The State:

Kent Archer, CDBG Director
 Department of Economic and Community Development
 312 Rosa L. Parks Ave., 27th Floor
 Nashville, Tennessee 37243
 Kent.Archer@tn.gov
 Telephone # 615-354-3591

The Grantee:

The Honorable Terry Frank, Mayor
 Anderson County
 Anderson County Courthouse
 100 Main Street
 Clinton, Tennessee 37716
 tfrank@andersontn.org
 (865) 457-6200
 mloomis@etdd.org

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Reserved.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
 If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
 When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. **Conditional Award.** The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

DATE

THE HONORABLE TERRY FRANK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE

ATTACHMENT A

SCOPE OF SERVICES
Community: Anderson County
Contact Person/Email: Terry Frank, Mayor, (865) 457-6200
Complete Description of Scope of Services: The Grantee shall utilize grant funds to extend water lines to connect a minimum of 71 households, 65 of which are low and moderate income as defined in 24 CFR 570.3, along Buchanan Lane, Savage Garden Road, Foust lane, Collins Gap Road, Judson Road and Hinds Creek Road to the Anderson County water system.

ATTACHMENT B

GRANT BUDGET			
GRANT CONTRACT #:			
GRANTEE: Anderson County			
GRANTEE CONTACT: Terry Frank, Mayor			
PROGRAM AREA: Community Development Block Grant			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: BEGIN: October 15, 2020 END: October 14, 2023			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
Construction	\$389,448.00	\$79,767.00	\$469,215.00
Construction Inspection	\$26,643.00	\$5,457.00	\$32,100.00
Engineering Design	\$27,602.00	\$5,654.00	\$33,256.00
Engineering (other than design) ²	\$12,083.00	\$2,475.00	\$14,558.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$0.00	\$0.00	\$0.00
Acquisition of Real Property	\$0.00	\$0.00	\$0.00
Relocation (payments and assistance to persons, businesses, non-profit organizations, including movement to other temporary or permanent sites)	\$0.00	\$0.00	\$0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	\$0.00	\$0.00	\$0.00
Housing Inspection	\$0.00	\$0.00	\$0.00
Clearance and Demolition	\$0.00	\$0.00	\$0.00
Grant/Project Administration	\$21,788.00	\$4,462.00	\$26,250.00
Tap Fees (for "low and moderate income" beneficiaries)	\$0.00	\$0.00	\$0.00
Environmental Review	\$1,660.00	\$340.00	\$2,000.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$5,561.00	\$1,139.00	\$6,700.00
Other Professional Fees ²	\$0.00	\$0.00	\$0.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$38,422.00	\$7,869.00	\$46,291.00
GRAND TOTAL	\$523,207.00	\$107,163.00	\$630,370.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.in.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

OTHER PROFESSIONAL FEES	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Newspaper and Fair housing notices, TDEC Review Fees, Stormwater Pollution Prevention Plan	\$6,700.00
TOTAL	\$6,700.00

CAPITAL PURCHASE	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

ENGINEERING (OTHER THAN DESIGN)	AMOUNT
Surveying	\$14,558.00
TOTAL	\$14,558.00

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Anderson County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Anderson County a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Anderson County
Subrecipient's DUNS number	749016120
Federal Award Identification Number (FAIN)	
Federal award date	July 14, 2020
CFDA number and name	14.228
Grant contract's begin date	October 15, 2020
Grant contract's end date	October 14, 2023
Amount of federal funds obligated by this grant contract	\$523,207.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$523,207.00
Name of federal awarding agency	HUD
Name and contact information for the federal awarding official	Erik Hoglund 710 Locust Street SW Suite 300 Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT E

**TENNESSEE COMMUNITY DEVELOPMENT BLOCK GRANT
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

(a) Authority.

- (1) It possesses legal authority to apply for the grant and to execute the proposed program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(b) Office of Management and Budget ("OMB").

- (1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200, which supersedes OMB Circulars Number A 87, A 102, and A-133, Revised.
- (2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(c) Labor and Employment.

It will comply with:

- (1) Section 110 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR § 570.603, 29 CFR Parts 1, 3, 5, and 7;
- (2) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).
- (3) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units);
- (4) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701–3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- (5) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

- (6) Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.
 - (7) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - (8) It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.
- (d) Fair Housing and Non-Discrimination.

It will comply with:

- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development.. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
- (2) It will conduct and administer its program in conformance with Title VIII, and affirmatively further fair housing;
- (3) Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (4) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development are administered in a manner affirmatively to further the goals of the FHAA;
- (5) Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 CFR § 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal financial assistance provided under the HCDA. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified individuals with

disabilities as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

- (6) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
 - (7) Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.
 - (8) It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.
- (e) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- It will:
- (1) To the greatest extent practical under State law, comply with 42 U.S.C. §§ 4651–4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42; and
 - (2) Comply with 42 U.S.C. §§ 4621–4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b) and (d), Section 104(d) of the HCDA;
 - (3) Provide relocation payments and offer relocation assistance as described in 42 U.S.C. § 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;
 - (4) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and
 - (5) Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42.
- (f) Conflicts and Kickbacks.
- (1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - (2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
 - (3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605.
- (g) Environmental.

- (1) Its chief executive officer or other officer of applicant approved by the State:
 - (i) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the Tennessee Community Development Block Grant Program;
 - (ii) Is authorized and consents on behalf of the applicant and him or herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as such an official.
- (2) It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (3) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (4) It will, in connection with its performance of environmental assessments under the NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108) and Executive Order 11593 by:
 - (i) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and
 - (ii) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (5) It will comply with environmental requirements including:
 - (i) The NEPA, as amended (42 U.S.C. § 4321 *et seq.*) and 24 CFR Part 58;
 - (ii) Executive Order 11988, Floodplain Management;
 - (iii) Executive Order 11990, Protection of Wetlands;
 - (iv) The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
 - (v) The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 *et seq.*);
 - (vi) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
 - (vii) The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*);
 - (vii) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b));
 - (ix) The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*);

- (x) The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 *et seq.*);
- (xi) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); and
- (xii) EPA regulations codified at 40 CFR Part 50, as amended.

(h) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(I) Miscellaneous.

- (1) It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;
- (2) It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.
- (3) It will not use assessments or fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner occupants.

- (4) It will comply with the Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.
- (5) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (6) It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- (7) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will have sufficient funds available to meet the non Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- (9) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- (10) It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.

The applicant hereby certifies that it will comply with the above stated assurances.

Signature, Chief Executive Officer

Name (typed or printed)

Title

Date